

73 James Street  
Homer, New York 13077  
March 9, 2014

Brian Tobin, Mayor  
City Hall  
25 Court Street  
Cortland NY 13045

Dear Mayor,

On April 19, 2014 Cortland resident, Van Akin Burd will turn 100 years old. I would like to request that the city honor this rare accomplishment by declaring that day as Van Akin Burd Day.

As a Distinguished Professor Emeritus of English at SUNY Cortland, Van has had a profound effect on generations of students passing through his beloved SUNY Cortland. He was responsible for recruiting some of the earliest international students to the college; enlisting hopefuls while in England researching for one of his many books.

His research has led him to be internationally recognized as one of the preeminent scholars on the subject of John Ruskin, an 18th century English critic and philosopher. Van has spent more than 60 years researching and writing about the life and times of Ruskin. He has authored numerous books and articles on the topics, including several in just the past couple of years.

Van is a well-known treasure in the Cortland community, as easily recognized by those who worked along-side him at the college as to those currently there. He maintains a close relationship with that community even today. Until just a couple of years ago, he could be seen swimming laps at the college pool several days a week, or volunteering at the hospital.

Van is a treasure for the community and for all of us fortunate enough to have our lives touched by him. I respectfully request we honor him and his dedication on the occasion of his 100<sup>th</sup> birthday, April 19, 2014.

I would be very pleased to answer any questions you may have; you can reach me at 749-2130.

Best regards,



Beth A. Dockstater

I BELIEVE HE IS THE OLDEST VETERAN IN  
THE CITY AS WELL!

## 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*

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.

**March 7, 2014**

**GML# 86.59-02-11.200 &  
86.59-01-13.000**

**City of Cortland  
Zoning Map Amendment and Site Plan  
Review  
Natrium Products Inc.**

**TO: Cortland County Planning Board**

**FROM: Cortland County Planning Department**

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**This application for a zoning change & site plan review is being referred to the Cortland County Planning Board pursuant to General Municipal Law 239-M because the property is located within 500 feet of US Route 11 (Port Watson St.).**

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**GENERAL INFORMATION**

**Date Received:** February 28, 2014

**Applicant:** Robert A. Kemp  
Natrium Products Inc.  
58 Pendleton St.  
P.O. Box 5465  
Cortland, NY 13045

**Status of Applicant:** Plant Manager

**Requested Action:** zoning map amendment & site plan review

**Purpose:** to rezone the subject properties from GB (General Business) to GI (General Industrial) and to construct an 11,280 sq. ft. warehouse for the storage of sodium bicarbonate and soda ash on the larger (2.54 acre) parcel

**Location:** South side of E. Court St., west of Pendleton St.

**Size:** 2.99 +/- acres

**Existing Zoning:** GB (General Business)

**Existing Land Use:** Vacant parcel and Sherman's Wholesale Tire

**Surrounding Zoning:**

**R-4 (Residential),  
GI (General Industrial) and  
GB (General Business)**

**Surrounding Land Uses:**

**N – Natrium Products, Austin Machine  
S - single family residential, two family residential and  
multi-family residential  
E – Button’s Automotive, small retail business  
W– single family residential, two family residential and  
multi-family residential**

**Existing Regulations: Code of the City of Cortland**

**Chapter 300 Zoning**

**Article IV – Business Districts**

**~300-25. General Business District**

**B. Allowed uses by right**

**C. Allowed uses by special use permit**

**Article V – Industrial Districts**

**~300-30. General Industrial District**

**B. Allowed uses by right**

**(5) Industrial activity**

**Article VIII – Parking spaces, driving aisles and driveways**

**Article X – Buffer strips**

**~300-92. Required buffer strips**

**B.**

**~300-94. Landscaping**

**Article XIII – Site Plan Review**

**~300-131. Planning Commission**

**~300.132. Actions requiring Site Plan Review**

**A. The following actions require site plan review**

**1. When a building or structure is to be erected**

**3. When vehicular movement, vehicular parking or  
a pedestrian walkway is altered**

**6. When designed landscaping is installed or altered**

**~300-135. Decisions**

**Article XV – Variances**

**~130-146. Use variances**

**ANALYSIS -**

The applicant is requesting a zoning map amendment and site plan review to rezone two properties from GB (General Business) to GI (General Industrial) and construct an 11,280 sq. ft. metal storage building to be used for the storage of sodium bicarbonate and soda ash on the larger (2.54 acre) parcel. The properties are located on the south side of E. Court St., west of Pendleton St., and are zoned GB (General Business).

Site plan review is required for any use when a building or structure is to be erected when vehicular movement, vehicular parking or a pedestrian walkway is altered and when designed landscaping is installed or altered. The applicant has indicated on the site plan that they intend to construct an 11,280 sq. ft. metal storage building for the storage of sodium

bicarbonate and soda ash for use in their industrial facility across E. Court St. from this location. The applicant has also applied for a zoning map amendment to rezone this property and the neighboring property to the east from GB (General Business) to GI (General Industrial) as industrial activities, including storage, are not permitted uses in the GB (General Business) District and as the applicant has future plans to possibly expand their manufacturing plant onto the two properties.

The Coordinated Review Committee (CRC) met regarding this proposed project and addressed the following issues. The applicant is proposing to use the proposed new building for the sole purpose of the storage of sodium bicarbonate and soda ash for use in their existing industrial facility. The applicant does not intend to provide parking on the site, heating for the building, and does not intend to have water or sewer connections to the proposed building as it would be used solely as a storage warehouse. Work within the facility would consist of using a fork truck to unload and load trucks for the storage of sodium bicarbonate and soda ash on pallets until needed in the plant across E. Court St. The applicant has proposed to construct a 55 foot wide by 8" thick concrete driveway for the storage facility, and a concrete ramp to access the three proposed overhead doors in the facility. This driveway would require a permit from the City of Cortland Department of Public Works. The applicant has also indicated on the site plan that the proposed building meets the setback requirements set forth in the "Code of the City of Cortland" Article V Section ~300-31 for a GI (General Industrial) District.

It should be noted that the applicant has also applied for a use variance as the proposed use is not a permitted use in the GB (General Business) District. The use variance however is unnecessary if the property is re-zoned to GI (General Industrial). It is therefore recommended that the use variance request either be pulled by the applicant or tabled by the City Zoning Board of Appeals until such time that a decision is made on the zoning map amendment request to determine if the use variance application is necessary. The zoning map amendment request involves extending the existing GI (General Industrial) District currently located on the north side of East Court St. to the subject properties on the south side of East Court St. The properties therefore would be the only properties on the south side of East Court St. zoned as General Industrial. The property proposed to be developed with the new storage facility borders R-4 (Residential) zoned properties to the south and west with existing single, two, and multi-family residential structures on these properties. There is a concern regarding extension of a General Industrial zone to the border of a residential zone. It should be noted however that the existing General Industrial District to the north and east also borders residential zones (R-2 and R-4). It is recommended that if positive consideration is given to the zoning map amendment request that it be contingent upon the applicant complying with the buffer strip requirements of the "City of Cortland Zoning Code" to buffer activities on the property from adjoining residentially zoned properties to the west and south. The property has three existing storage buildings along the western property line and the applicant is proposing to plant deciduous trees along the remaining portion of the western property line to screen the property from the adjoining residential properties. A vegetative buffer strip at least 10 ft. in width with at least two trees and/or shrubs every 10 linear feet would also be required along the southern property line as it adjoins existing residentially zoned properties. It should be noted that the property with the existing wholesale tire business does not need to comply with buffer strip requirements as it does not border a residential zone.

The applicant is not proposing any parking spaces for the proposed use as it would be used as a storage warehouse. It should be noted that the required number of parking spaces for industrial activities is determined by the City Planning Commission upon site plan review although it does not appear that a parking area is necessary for this use.

This proposed action would only disturb .5 acres of land and therefore does not require a SPDES General Permit for Stormwater Discharges from Construction Activity per the State of New York's Pollutant Discharge Elimination System. The site plan includes stormwater management measures including a trench drain in the driveway adjacent to the building with catch basins and a 6 inch diameter storm sewer.

Finally, this proposal is considered an Unlisted Action under SEQR. The applicant has completed Part I of a Short Environmental Assessment Form. Parts II and III should be completed by the City to determine if there may be any significant adverse environmental impacts as a result of the proposed development.

**RECOMMENDATION -**

The staff recommends approval of this application for a zoning map amendment and site plan review contingent upon the following:

1. That the use variance request either be pulled by the applicant or tabled by the City Zoning Board of Appeals until such time that a decision is made on the zoning map amendment request to determine if the use variance application is necessary.
2. The applicant complying with the buffer strip requirements of the "City of Cortland Zoning Code" by planting a vegetative buffer strip at least 10 ft. in width with at least two trees and/or shrubs every 10 linear feet along the southern property line of the proposed storage facility property in addition to the plantings proposed along the western property line in order to buffer activities on this property from adjoining residentially zoned properties.
3. Compliance with SEQR requirements.

Prepared by:

Reviewed and/or revised by:

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Kevin J. Pagini  
Planner

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Daniel S. Dineen  
Director of Planning

DSD/kp

# 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:

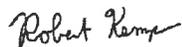
With our continued business growth at our Cortland Facility we have found it necessary to expand our warehousing capabilities from our current location on Pendleton Street. We are currently looking to expand our warehousing to East Court Street at the location shown on the attached plan.

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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.



**UNIFIED COURT SYSTEM**  
**SIXTH JUDICIAL DISTRICT ADMINISTRATIVE OFFICE**  
THE KILMER BUILDING  
31 LEWIS STREET, 5<sup>TH</sup> FLOOR  
BINGHAMTON, NEW YORK 13901  
Phone: (607) 240-5350  
Fax: (607) 722-1629

**A. GAIL PRUDENTI**  
Chief Administrative Judge

**MICHAEL V. COCCOMA**  
Deputy Chief Administrative Judge  
Courts Outside New York City

**ROBERT C. MULVEY**  
District Administrative Judge  
Sixth Judicial District

**KAREN A. AMBROZIK**  
District Executive

December 20, 2013

Hon. Brian Tobin, Mayor  
City of Cortland  
City Hall, 25 Court Street  
Cortland, New York 13045

**RE: Agreement Between UCS and the City of Cortland for Court Cleaning and Minor Repairs (Contract No. C300313); New Five-Year Contract Agreement with Budget (Appendix B) for SFY 2013-2014**

Dear Mr. Tobin:

Please be advised that pursuant to Chapter 686 of the Laws of 1996 as amended to date, the Unified Court System is preparing to enter into a new contract with your municipality for the purpose of obtaining cleaning and minor repair services for court facilities in your jurisdiction. The new contract will cover the period of SFY 2013-2014 through SFY 2017-2018, beginning with April 1, 2013 and terminating on March 31, 2018.

The contract document, enclosed, is in three parts:

- Agreement (covering Terms of the Contract, Extension and Termination, the Scope of Services, Inspection of Court Facility/Facilities, Maintenance of Effort, Maximum Compensation, Reimbursement and Payment, Auditing of Books, Notices, and Miscellaneous Provisions)
- Appendix A (the Standard Clauses for All New York State Contracts)
- Appendix B (the Final budget for maximum reimbursement, issued this year for the base contract year and in succeeding years for each of four contract renewal periods)

We ask that you submit two signed original copies of the complete packet of documents to this office for processing: 1) The Agreement, signed on page 13 and notarized on the following page, the Acknowledgment form; 2) Appendix A, the Standard Clauses form (3 pages, no signature necessary); and 3) Appendix B, the proposed budget for SFY 2013-2014, which must be signed by an appropriate representative of the municipality.

Our Facilities Coordinator Amanda Garnar will be available to answer any questions. You may contact her at 607-240-5336 or agarnar@courts.state.ny.us. Thank you.

Sincerely,



Karen A. Ambrozik  
District Executive

Enclosures: Chapter 686 Contract Documents

Agreement (including Acknowledgment Document)

Appendix A (Standard Clauses for New York State Contracts)

Appendix B (Budget Form for SFY 2013-2014)

cc: Diana Davis, Cortland City M&O Coordinator  
Mack Cook, Director of Administration and Finance

**AGREEMENT BETWEEN THE  
NEW YORK STATE UNIFIED COURT SYSTEM  
AND  
THE CITY OF CORTLAND**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

City of Cortland

City Hall

25 Court Street

Cortland, New York 13045

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the court facilities in the Cortland City Hall ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. TERM

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2013** for a maximum of five (5) years through **March 31, 2018**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2013** and terminate on **March 31, 2014**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds four (4) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

## II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

### III. SCOPE OF SERVICES

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. **INSPECTION OF COURT FACILITIES**

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. **MAINTENANCE OF EFFORT**

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. MAXIMUM COMPENSATION

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. REIMBURSEMENT AND PAYMENT

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

#### VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

#### IX. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Karen A. Ambrozik, District Executive

Unified Court System

Sixth District Administrative Office

31 Lewis Street, 5<sup>th</sup> Floor

Binghamton, New York 13901

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. **MISCELLANEOUS PROVISIONS**

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300313

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement

For: Municipality  
City of Cortland, New York

For: NEW YORK STATE  
UNIFIED COURT SYSTEM

\_\_\_\_\_  
Name Brian Tobin  
Title: Mayor

\_\_\_\_\_  
Maureen McAlary, Director  
Division of Financial Management

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO *slott*  
FORM:  
*[Signature]*  
CORPORATION COUNSEL



May, 2013

New York State Unified Court System  
Appendix A  
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

**(a) IDENTIFICATION NUMBER(S).**

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

**(b) PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

18. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**Unified Court System**  
**Court Cleaning and Minor Repairs Proposed Budget Form**  
 (Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: 2013-2014

Name of County or City: City of Cortland

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Building Net Usable Square Feet	Court Spaces to be Cleaned and Repaired Pursuant to this Budget	
			Net Usable Sq. Ft.	Aid Eligible Percentage
Cortland City Hall [CH] April - July (4 mo)	Owned	18,198	5,317	29%
25 Court Street, Cortland, New York 13045				
Cortland Records off site storage [CRS] combined	Owned	171	171	100%
		18,369	5,488	30%
Cleaning : City Hall 1st and 2nd floor only - No PD		12,506	5,529	44%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization: Name and Address of Affected Building(s)	Nature of Changes	Target Date
Cortland City Hall [CH]	Mayor's office relocated and court acquired an additional 940 sf of office space.	08/01/13

**1 Cleaning Costs:**  
**1(a) Service Contracts**

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	Ames Linen	Floor mats, mops	CH	\$1,533	30%	\$460
2	Advantage Cleaners	cleaning service	CH	\$40,491	44%	\$17,816
3				\$0		
4				\$0		
5				\$0		
6				\$0		
<b>1(a) Subtotal:</b>						<b>\$18,276</b>

**1(b) Local Payroll**

No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
7				\$0		
8				\$0		
9				\$0		
10				\$0		
11				\$0		
12				\$0		
<b>1(b) Subtotal:</b>						<b>\$0</b>

\* city cleaning staff replaced with service Jan 2013

**1(c) Supplies and Equipment**

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
General Consumables	CH	Lump Sum	\$8,083	30%	\$2,425
13					
14			\$0		
15			\$0		
16			\$0		
17			\$0		
18			\$0		
<b>1(c) Subtotal:</b>					<b>\$2,425</b>

**1(d) - Total Cleaning Costs (1a+1b+1c):** **\$20,701**

2 Trash Removal and Disposal  
2(a) Trash Removal

Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19 Casella dumpster fee	CH	665 per Mo.	\$8,219	30%	\$2,466
20			\$0		
21			\$0		
22			\$0		
23			\$0		
2(a) Total:					\$2,466

2(b) Trash Disposal

Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	Budget Request
24 N/A			\$0		
25			\$0		
26			\$0		
27			\$0		
28			\$0		
2(b) Total:					\$0

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c) \$2,466

3 HVAC Cleaning Costs  
3(a) Duct Work Cleaning and Filter Changing By Service Contract

Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29 N/A			\$0		
30			\$0		
31			\$0		
32			\$0		
33			\$0		
34			\$0		
3(a) Subtotal:					\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs		Aid Eligible Percentage	Budget Request
				Personal Service Costs	Costs		
35	N/A	\$0	\$0	\$0	\$0		
36		\$0	\$0	\$0	\$0		
37				\$0	\$0		
38				\$0	\$0		
39				\$0	\$0		
40				\$0	\$0		
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

Type of Material	Building	Quantity/Unit	Costs		Aid Eligible Percentage	Budget Request
			Quantity/Unit	Costs		
41				\$0		
42				\$0		
43				\$0		
44				\$0		
45				\$0		
46				\$0		
3(c) Subtotal:						\$0

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d)

\$0

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4

\$23,167

- 5 Proposed "Tenant" Work Use the following codes: a - Flooring and Carpeting  
 b - Painting  
 c - Interior Ceilings  
 d - Bathrooms  
 e - Fixtures  
 f - Minor Renovation  
 g - Other (Identify)

Work to be Performed:

	Code	Building	Describe Work	Total Costs	Aid Eligible Percentage	Budget Request
47	f	CH	minor reno	500	100%	\$500
48	f	CH	new locks	500	100%	\$500
49	f	CH	laminatate at bench	2,000	100%	\$2,000
50	f	CH	security station new outlet	500	100%	\$500
51	f	CH	phones/data in new office space	2,000	100%	\$2,000
52	f	CH	new door opening	2,000	100%	\$2,000
53	d	CH	install new toilet in room with sink.	2,000	100%	\$2,000
54	b	CH	Paint in offices	\$500	100%	\$500
55						
56						
57						
Total (5):						\$10,000

Total (4+5) 6: \$33,167

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**  
 (Cleaning Costs & Tenant Work)

7 Building and Property Maintenance:

7(a) Service Contracts Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring
- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
58		pest control	CH	\$300	30%	\$90
59	Thyssen Elevator	Elevator Maintenance	CH	\$4,189	30%	\$1,257
60	Air Temp	HVAC Maintenance	CH	\$2,818	30%	\$845
61	Air Temp	service contract	CH	\$2,428	30%	\$728
62	Viking Mech	HVAC repairs	CH	\$14,000	30%	\$4,200
63	Davis Ulmer	Sprinker Syst. Maint.	CH	\$200	30%	\$60
64	Fradon Lock	Lock Maint/repair	CH	\$100	30%	\$30
65	Syracuse Time & Elect	Alarm system maint.	CH	\$958	30%	\$287
66	Syracuse Time & Elect	Alarm system repair	CH	\$235	30%	\$70
67	Cummins NE	service contract	CH	\$581	30%	\$174
68	ABL Contracting	Building repairs - caulk	CH	\$500	30%	\$150
69	Ridley Electric	electrical repairs	CH	\$100	30%	\$30
70	Dewald Roofing	Roof repairs	CH	\$2,770	30%	\$831
71	Riverside Fire Ext.	Fire Ext. Maint.	CH	\$187	30%	\$56
72	Romer Plumbing	Plumbing maint/repair	CH	\$200	30%	\$60
73	Stanley Door	Door Repair	CH	\$100	30%	\$30
74		Roof repairs		50,000	30%	\$15,000
75						
76		parking lot repair	CH	\$10,000	30%	\$3,000
77	Black Mountain	landscaping	CH	\$2,535	30%	\$760
78	DPW	snow/grass removal	CH	\$8,498	30%	\$2,549
79				\$0		
					7(a) Subtotal:	\$30,209

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
80	N/A		\$0	\$0	\$0		
81			\$0	\$0	\$0		
82					\$0		
83					\$0		
84					\$0		
85					\$0		
86					\$0		
87					\$0		
7(b) Subtotal:							\$0

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
88	Supplies	CH	lump sum	\$844	30%	\$253
89				\$0		
90	landscaping supplies	CH		\$4,341	30%	\$1,302
91				\$0		
92				\$0		
7(c) Subtotal:						\$1,556

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$31,765**

8 **\$31,765**

9 **\$7,941**

10 **\$41,108**

11 **\$2,055**

12 **\$43,163**

10 Total Proposed Direct Costs (Item 6 + Item 9):

11 Overhead Costs (Item 10 x .05):

12 Total Proposed Contract Amount (Item 10 + Item 11):

**13 Local Government Certification:**

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.


Name:

Title:

Signature:

Date:


County or City:

Address:

Phone:





# Cortland Police Department

## Memorandum



**TO:** Cortaca Commission Councilors Michales, Bennett, Silliman  
**FROM:** F. Michael Catalano, Chief of Police  
**DATE:** March 25, 2014  
**SUBJECT:** City Ordinance Violation Fine Increase

As mentioned in our many Cortaca Commission meetings, the following City Ordinance violations should be considered for increased fine levels. The last increase occurred in 2010. I have listed the most common violations we encounter, the current fine structure, and the proposed change. If either of you feel the new fines should be increased or decreased, please advise. Additionally, Corporation Counsel should weigh in as to the legality of the amount of the fines.

**LITTERING-** section 181-7:

Current fine structure	\$50min - \$100max	1st offense
	\$100min - \$175max	2nd offense
	\$250	3rd offense
Proposed increase	\$150min - \$250max	1st offense
	\$250min - \$500max	2nd offense
	\$500min - \$1,000max	3rd offense

**NOISE-** section 193-11

Current fine structure	Same as littering above	
Proposed increase	\$250min - 500max	1st offense
	\$500min - \$1,000max	2nd offense
	\$1,000	3rd offense

**NUISANCE PARTY-** section 194-6

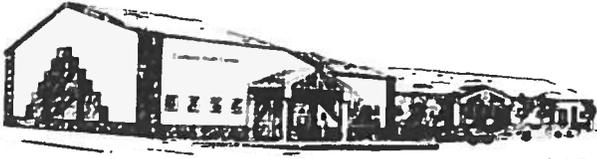
Current fine structure	Up to \$500 max
Proposed increase	\$500 min - \$1,000 max

**CONSUME/POSSESS ALCOHOLIC IN PUBLIC, DISORDERLY CONDUCT-** section 208-4

Current fine structure	\$100	1st offense
	\$175	2nd offense
	\$250	3rd offense
Proposed increase	Same as NOISE above	

**SOCIAL HOST** - section 195 (still waiting for the filing from the state)

Current fine structure	\$250 for each occurrence
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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 24th, 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 in memory of Donald B. Smith:

<i>Donation</i>	<i>Amount</i>
<i>Diane S. Chu</i>	<i>\$200.00</i>
<i>S. Morrell</i>	<i>\$100.00</i>
<i>Jerry &amp; Judy Casciani</i>	<i>\$100.00</i>
<i>Cynthia Cason</i>	<i>\$ 75.00</i>
<i>Norma &amp; Robert Rhodes</i>	<i>\$ 25.00</i>

***Total Donations = \$500.00***

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.





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

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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.



**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  
Common Council Members

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

**Date:** March 24, 2014

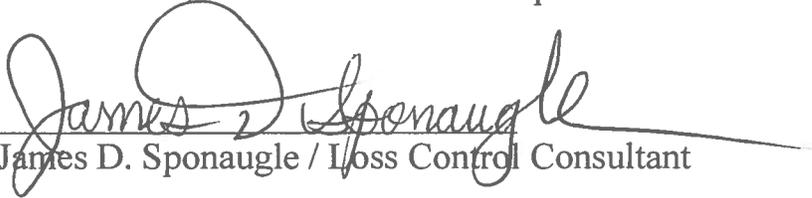
**Re:** **Loss Control Consulting - 2014**

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. I attended numerous meetings and conducted interviews with the Mayor, Director of Administration & Finance, Department Heads and Staff. To date I have submitted thirty written Recommendations based on interviews and reviews of the Safety & Health Programs that were in-place at that time. Recommendations are available upon request.

In 2013 I submitted six invoices for one hundred fourteen hours of Loss Control Consulting services @ \$50 / per hour totaling \$5,700. Invoices were directed to the Director of Administration and Finance for review and approval. Written Invoices provide detailed information such as date, time, location, staff members in attendance and reason for the meeting, site visit, etc. I spent a lot of time at the Armory trying to locate Safety & Health Programs, Records, files, etc. I have worked with the Fire Department on the City Exposure Control Plan (Bloodborne Pathogen Exposures) and the City of Cortland OTETA (Drug & Alcohol Testing Program). I have worked with DPW (Water, Public Safety, Youth Bureau Maint.), Wastewater Treatment Facility and Youth Bureau Administration on a variety of Safety & Health Programs (updating to current standards). Invoices are available upon request.

In 2014 I am available to continue to perform Loss Control Consulting services to the City of Cortland on a limited basis to be determined. My goals for 2014 would be to follow-up of the Recommendations submitted in 2013 to see what has been completed and what areas need assistance. Also make additional Recommendations based on interviews and site visits as directed by the Mayor.

The benefit of having on-board personnel with expertise in Loss Control and Safety & Health provides City of Cortland employees with a Safe work environment, reduces Workers Compensation costs and reduces liability.

A handwritten signature in black ink, reading "James D. Sponaugle". The signature is written in a cursive style with a large, prominent loop at the beginning of the first name. A horizontal line is drawn across the signature, extending to the right.

James D. Sponaugle / Loss Control Consultant

**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.

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Brian Tobin, Mayor

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James D. Sponaugle, Loss Control Consultant

3/25/14

Although we don't have the same safety issues and risks in our department as the other departments, occasionally something happens. Although I have been filing the required C-2 incident report with the County for Workers' Compensation on those occasions, I am not aware of the required postings for OSHA, as that was previously handled by Rob Avery (I think). Last week Jim stopped in with a second notice for a 2013 Dept. of Labor survey of Occupational Injuries and Illnesses along with a notice of non-compliance that was not anything I was aware of and did not know who should be filing it. I asked him about the postings I used to see in the Kitchen on the 2<sup>nd</sup> floor, and he said we were not in compliance with that either, and that in an inspection that is one of the first things they check.

I think Jim is well worth the money we pay him, and in fact we're getting a heck of a deal. In my opinion, his knowledge of City operations and associated risks is something we're not going to find with anyone else. Along with his knowledge of required filings and posting to stay in compliance with OSHA and PESH, where I think fines for non-compliance can be very costly, having him under contract will protect the City both in worker safety and in saving money from costly fines. Having someone dedicated to that function rather than expecting the Dept. Heads to do it in their "spare time" is very beneficial to the City, and would be evidence of the City's commitment to safety.

Respectfully,

Lori Crompton

**mayorofc**

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**From:** David Stathis  
**Sent:** Friday, March 21, 2014 1:06 PM  
**To:** mayorofc  
**Cc:** Brian Tobin  
**Subject:** RE: Request

Mayor,

Jim had created a number of disaster plans that have not been kept up to date since he left. This is a unique skill set that Jim has experience in creating and are very important in case of various emergencies and situations.

Regards,

David Stathis  
Systems Administrator/IT Director  
City of Cortland  
25 Court St  
Cortland NY 13045  
Phone 607-758-8350



**TO:** Brian Tobin, Mayor  
**FROM:** Chief Glover  
**DATE:** March 24, 2014  
**RE:** Loss Control Consultant

This memorandum is drafted in support of the Loss Control Consultant position proposed for approval by the Common Council.

Previously the City was very well represented by Mr. Sponaugle in regards to safety training, compliance and emergency preparedness. While some of these tasks can be apportioned to individual departments, I believe there still needs to be a lead point person for overall oversight and coordination. Jim was extremely knowledgeable and effective in the coordination of safety and emergency preparation across the various departments of the City.

Since Mr. Sponaugle left employment with the City, there has existed a gap in these areas which I believe exposes the City to potential liabilities lacking a coordinated effort to ensure we are compliant and prepared.

In the past year Jim has been very helpful in assistance to the Fire Department when we assumed the role of lead agency for the alcohol and drug testing responsibility for the CDL drivers. This also holds true for his knowledge and assistance with updating our blood borne pathogens program.

Jim's continued expertise and resources will continue to be a much valued need for the City as we continue to assure we cover the aforementioned responsibilities.

I strongly urge the Common Council to support this much need asset.

Please feel free to contact this office if you have any questions.



# CORTLAND YOUTH BUREAU

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

March 21, 2014

Mayor Tobin:

I personally feel it's important to have a Safety Consultant available to city departments for a variety of reasons. Jim Sponaule's knowledge of the City of Cortland operation and current day safety needs and trends is an asset to all city departments. Below are some areas of deficiencies that are of concern to me.

1. With an 18.5 million dollar budget, I feel it's a wise investment to have access to a safety consultant. One only needs to ask the question why the safety position was created in 1999 to know the city is opening its self up to potential liability.
2. Trainings (CPR, First Aid, Bloodborne exposure, AED, etc...) used to be taught and coordinated by our training officer now departments are on their own.
3. Safety and emergency plans used to be reviewed and approved by Jim.
4. First Aid and safety supplies needs used to be ordered in bulk by the Safety Coordinator, now done by each department.
5. Our Department and park facilities have not been inspected by NYMIR in over two years.
6. Employee Assistance Program materials are no longer distributed to city employees however the city still pays for the service?
7. New York State Department of labor log of work related injuries and illnesses annual report appears to have gone by the wayside.

My concern if Jim is not available to departments as a consultant department heads will have no one to turn to for assistance when issues or concerns arise. Feel free to call me at 607-753-3021.

Sincerely,

John McNerney  
City of Cortland  
Youth Bureau Director



## DEPARTMENT OF



## PUBLIC WORKS

Christopher Bistocchi  
Superintendent  
Nic Dovi  
Deputy Superintendent

19 South Franklin St.  
Cortland, New York 13045

Office: 607-756-6221  
Fax: 607-758-8392

<http://www.cortland.org>

Mayor Tobin and Common Council members,

Please be aware that the service and help provided by Mr. Jim Sponaugle since the retirement of Mr. Robin Avery has brought my employees back into compliance with both State and Federal mandates including OSHA and PESH.

Due to the heavy rules and regulations in the Public Employee Safety Act and the construction industry my employees must attend a certain number of safety certified courses to both keep my employees safe and also lessen the burden of liability of the their employer, the City of Cortland.

Mr. Sponaugle has provided us with the information and classroom instruction to keep the employees covered under all required mandates. Without Mr. Sponaugles guidance we would not have been in compliance with our requirements by State and Federal laws.

In closing, the service Mr. Sponaugle provides is an asset to City government and I rely on his expertise and professionalism.

Thank you,

ChrisBistocchi

**City of Cortland  
Fire Department**



**Wayne C. Friedman**  
**Deputy Fire Chief**

21 Court Street  
Cortland, New York 13045

Phone: 607-758-8383  
607-756-5612

Fax: 607.758.8385  
Email: [friedman02@hotmail.com](mailto:friedman02@hotmail.com)

To: Mayor Tobin  
Members of the Common Council

From: Deputy Chief Friedman

RE: Loss Control Consultant position

Date: March 25, 2014

This correspondence is to offer support in the recently discussed Loss Control Consultant position that is before the Common Council for action at the April 1<sup>st</sup> Common Council meeting. As an employee of the city for 11 years, I have seen a significant change in regards to Safety Coordination and required internal policy development. As a member of the command staff in a city entity that primarily responds to emergencies and deals with many facets of safety, specifically in an emergent situation, the lack of a full time safety coordinator to assist has proven challenging and has placed many operations back onto the individual departments. Although an attempt is made to monitor these safety items, which include policy development, testing, medical clearances injuries and documentation, it is time consuming and not as efficient as it could be.

The fire department has taken on a primary role in administering drug and alcohol testing and the exposure control program for the city. These two programs require an expert knowledge and proper administration to assure protection for the city and the employees. The ability to have a contact readily available for consult and direction, as often things are not black and white, is a necessity, considering there is not a full time coordinator of these programs.

Although there are many "functions" that can be placed upon the individual departments, some items need management at a higher level. Responsibilities for Citywide emergency planning, alcohol and drug issues, employee assistance and wellness programs, and citywide policy development, modification and enforcement need to have at a minimum someone who can assist administration with these functions and provide guidance.

The city is actually in a great position to have an opportunity to reap the benefits of Jim Sponaule. His knowledge of the city operations, requirements needed for compliance to state and federal regulations, and general understanding make him a valuable asset to the city at this point. The potential for an increase in liability to the city far out ways the cost of his presence and participation.

Thank you for considering Mr. Sponaule and this needed position.



# Cortland Police Department

## Memorandum



**TO:** Mayor Brian Tobin  
**FROM:** F. Michael Catalano, Chief of Police  
**DATE:** March 25, 2014  
**SUBJECT:** James Sponaugle, Loss Control Consultant

Since the loss of Jim Sponaugle and more recently Rob Avery from the positions of Safety Control Officer and Buildings and Grounds Director, there has been an obvious gap in a much needed service for the city. Mr. Sponaugle's expertise in safety rules and regulations and his knowledge of loss control issues have been sorely missed since his retirement. As much information as he has tried to teach and relay to the members of our Department, there is no way we can stay on top of all the rules and regulations related to safety and building conditions with the myriad of other duties we must accomplish as a Police Department. Just recently I had a retired employee ask for immunization records from an immunization he received back when Mr. Sponaugle was coordinating these things. I have no idea where to direct him at this time.

I cannot understand how the city can choose to gamble with such important issues. Mr. Sponaugle has the knowledge, knows the intricacies of our city, is willing to work as a consultant, which in my opinion is far less that what is really needed, and could potentially save the city from a lot of heartache and possible costly litigation and or fines. He more recently brought to our attention deficiencies within our department that we were able to begin addressing before a PESH inspector cited us for these deficiencies. Monthly safety meetings have ceased and to my knowledge no one is recording the city's safety violations. I am not aware of anyone maintaining safety data sheets on the chemicals stored and used by the contracted cleaning staff in City Hall.

This leads me to go off on another tangent related to loss of our Safety Control Officer/Buildings and Grounds Director. Since the Police Department is housed in City Hall, we have witnessed the deterioration of both the physical structure and the cleanliness of our facility and City Hall in general. Quite frankly, our building has become an embarrassment, and more specifically, the basement which houses the Police Department. Maybe we notice it more since we are housed here 24/7/365. The roof has leaked for years creating issues for our Records Division on the third floor. The air quality and temperature control in the building are horrific, freezing in the winter (unable to use many space heaters as electrical circuits blow) and so humid in the summer that our copiers jam with soggy paper (along with the odor of mold and mildew), with no way for us to control the conditions in the basement. The interior of the building is dirty most of the time with the floors just getting dirt and grime pushed around with a broom or mop, and on Monday mornings or after a holiday the trash is overflowing. Our cell block floor drain and locker room floor drain routinely plug. The elevator often disables and at times has people trapped inside. Paper products are not routinely stocked or put in working dispensers. Hand sanitizers and soap dispensers

are not routinely stocked. The parking lot is a disaster. Since the departure Mr. Sponaugle and Mr. Avery, there has been no one to go to, to rectify some of these situations.

I acknowledge the purpose of this memo is in response to your request to retain Mr. Sponaugle as a consultant and I have digressed into other issues, however, I feel they are related and must be brought to your attention.



**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**

**Zoning Board of Appeals Commission**

Dave Dovi

New Member

mayorofc

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**From:** Angela W. Perry [awp24@cornell.edu]  
**Sent:** Thursday, March 27, 2014 10:02 PM  
**To:** mayorofc  
**Subject:** RE: Cortland Blooms

Shellie,

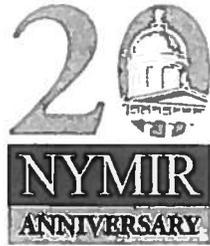
On behalf of Sustainable Cortland, I would like to formally request the same street closing for Central Ave/Pendleton St that we had last year for the Cortland Blooms Event, this year scheduled on April 27 from 10:30-3:00 (the event hours are 11-3) The event happens at both the County Office Building and the Corset Building and this year will also include the Train Station. We would like to close the portion of Central Ave/Pendleton St. from the corner of Greenbush to the Corner of E Court Street. This would insure safe passage for people of all ages riding bikes and walking between the sites. Suny Cortland will be providing bicycles for people to use and others bring their own bikes. Bicycles are vehicles and it is against the law to ride on the sidewalk and we would like to allow groups to ride in the street risk free. Thank you for your consideration and please come out for this family event celebrating our community and it's elements of earth awareness and sustainability.

*Angela Perry*

Bicycle Safety Coordinator  
Cornell Cooperative Extension  
60 Central Avenue, Room 105  
Cortland, NY 13045  
Ph 607 753-5214  
Fx 607 753-5077

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## City of Cortland



In 2008 the NYMIR Board of Governors, made up of 13 local government officials from across the state, decided to initiate a program by which NYMIR would return the capital contribution made by each member when joining NYMIR. This distribution demonstrated the strength of NYMIR, which is the largest, most successful example of municipal cooperation anywhere in New York State. From 2008 to 2012 NYMIR returned over \$9,000,000 to its members.

At NYMIR's 2013 Annual Meeting, the Board of Governors elected to continue with the return of capital program for the next two years; by retuning the interest on the original capital contribution. For most members this means that NYMIR will have returned all of your municipality's initial capital investment as well as the interest earned on that capital. These upcoming interest distributions have been made possible due to the dedication and loyalty of our membership over the past 20 years.

The City of Cortland received an original capitalization distribution of \$41,010.00. In 2013 you received the first half of your interest return. Enclosed is the remainder due on your interest return distribution in the amount of \$9,125.50.