



# Wickwire Pool Free Pizza



**Wednesday, July 16  
10:00AM - 10:00PM**

**Large 1/2 Pepperoni 1/2 Cheese Pizza  
\$5.00 minimum donation  
Pick-Up Only  
607-753-6066**

# APPLICATION

## For Street Closings

**PLEASE PRINT ALL INFORMATION**

Today's Date: 7/1/2014

Address of Street Closing: Three blocks of Duane Way Mass St.

Describe Event: Proctology Truck Show

Applicant: Rice James E. Ph #: 749-2815  
Last First MI (home) (work)

Address: 7 Morgan Dr. E-mail address: je@rice92@gmail.com  
Street

Houma LA 70707-1508  
City State Zip Code

Date of Street Closing: Aug 9 (Saturday) Alternate Rain Date: Aug 9

Start time: 8:30 a.m. Finish time: 4:00 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: Unknown

Will amplified music be provided? No  
(if yes, refer to requirement #8 for compliance)

City Ordinance Sct. 193-5 requires Common Council permission; Sct. 193-7 requires \$250 fee

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

*Parade starts at  
Houma at  
8:30*

**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.**

I'll plan to be at the Council meeting on the 15<sup>th</sup>.

I am requesting a street closure to accommodate the celebration of the NY Jets arrival. Details:

- July 23<sup>rd</sup> – approximate arrival time of 3:00 – 4:00 pm
- Main Street between Court Street and Tompkins Street
- Showmobile to be set up in normal location in front of Post Office just North of Clayton Avenue
- The Mayor to welcome Coach Ryan if he's available
- I request the closure to be as late as possible for vehicle removal so the business traffic may continue as long as possible

Thank you,

Bob Haight  
Executive Director  
Cortland County Chamber of Commerce  
607-756-2814  
**NEW!** [www.cortlandareachamber.com](http://www.cortlandareachamber.com)



# CORTLAND YOUTH BUREAU

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

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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: July 7, 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 donations:

<i>Donation</i>	<i>Amount</i>
<i>Under My Skin for Life</i>	<i>\$ 3,104.33</i>
<i>Mary Leary</i>	<i>\$ 100.00</i>
<i>Gloria Murray</i>	<i>\$ 100.00</i>
<i>Faye &amp; Kenneth Ferguson</i>	<i>\$ 100.00</i>
<i>CPD Bike Sale cash (Sandy)</i>	<i>\$ 660.00</i>
<b><i>Total Donations =</i></b>	<b><i>\$ 4,064.33</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.



**mayorofc**

**From:** Mack Cook  
**Sent:** Tuesday, July 08, 2014 2:00 PM  
**To:** Brian Tobin; ward1; ward2; ward3; ward4; ward5; ward6; ward7; ward8; lawdept  
**Cc:** mayorofc  
**Subject:** Renewal of Contract with Phillips Lytle for in rem legal services  
**Attachments:** Phillips Lytle contract.pdf

Mayor and Members of Common Council,

On the agenda for Tuesday's Council meeting is the following item:

*Resolution to approve the Mayor extending the City's contract with Phillips Lytle, LLP to represent the City in its in-rem proceedings.*

Contract attached PDF.

Phillips Lytle, LLP has represented the City since the inception of the City's in-rem (Tax Foreclosure) program in 2009. In 2013, the law firm assisted the City in the process that resulted in two tax auctions. The auctions recovered \$179,275 in current and past due property taxes.

**2013 AUCTION PROCEEDS:**

	<b>MARCH</b>	<b>JULY</b>
	(6 Props.)	(10 Props.)
<b>TOTAL COLLECTED:</b>	167,642.18	110,454.00
<b>APPLIED TO CURRENT TAXES:</b>	(15,607.97)	(11,360.37)
<b>APPLIED TO DELINQUENT TAXES:</b>	(85,255.71)	(67,051.08)
<b>FILING FEES &amp; DEEDS:</b>	(2,815.00)	(5,070.00)
<b>LEGAL FEES IN REM:</b>	<u>(2,937.33)</u>	<u>(4,598.36)</u>
<b>GAIN ON SALE:</b>	61,026.17	22,374.19
<b>FAVORABLE ADJ. TO DEFERRED TAX REVENUE:</b>	<u>80,555.16</u>	<u>61,886.76</u>
	<u><b>141,581.33</b></u>	<u><b>84,260.95</b></u>

Legal fees of \$35,760 were paid to Phillips Lytle for services rendered, all of which were paid from the proceeds of the sale. After the reduction (Debit) in Deferred Taxes the result of the in-rem process was to increase the 2013 General Fund's Fund Balance by \$225,843.

Moving forward to 2014, the City started in July 2013 with 128 parcels at risk of foreclosure. After the first notice of delinquency from Phillips Lytle this was reduced to 72 parcels in September 2013. After Phillips Lytle's second round involving tax searches, notices to interested parties, and filing petition of foreclosure this was reduced to 9 parcels as of March 2014. In June 2014, 2 additional properties were redeemed leaving 7 parcels potentially subject to foreclosure.

In addition to the minimizing the number of parcels that eventually result in actual foreclosure, the involvement of Phillips Lytle in the City's in-rem process has improved the City's annual Property Tax collection rate to 98% from 96% prior to the institution of an in rem process.

## AGREEMENT

This Agreement, made this 23<sup>rd</sup> day of June, 2014 by and between City of Cortland, a municipal corporation with its principal offices at City Office Building, 25 Court Street, Cortland, New York (the "City"), and Phillips Lytle LLP, a limited liability partnership with offices at 1400 First Federal Plaza, Rochester, New York 14614 ("Counsel").

WITNESSETH:

WHEREAS, the City is required by statute to commence a proceeding for the collection of delinquent real property taxes pursuant to New York Real Property Tax Law Article 11; and

WHEREAS, the City wishes to undertake efforts and procedures intended to identify and notify relevant parties in interest above and beyond the statutory efforts and procedures mandated by said Article 11; and

WHEREAS, the City desires representation, counsel and assistance in duly conducting the tax enforcement proceeding; and

WHEREAS, Counsel is able to offer such representation, counsel and assistance;

NOW, THEREFORE, it is mutually covenanted and agreed by and between parties hereto as follows:

1. Work Scope. Counsel shall carry out and perform all those actions, except those action set forth on Schedule A-1 attached hereto, necessary to complete the foreclosure of each tax account parcel in an in rem tax foreclosure proceeding to be commenced by the City for the collection of delinquent 2013 City and County real property taxes in accordance with Real Property Tax Law Article 11. Specifically, Counsel shall carry out and perform those actions specified on Schedule A-2 attached hereto. The City shall carry out and perform those actions specified on Schedule A-1 attached hereto.

2. Legal Fee. As its legal fee for services rendered hereunder, Counsel shall be paid the sum of Five Hundred and Thirty-Five Dollars (\$535.00) for each parcel referred to Counsel for foreclosure. City shall provide to Counsel a list of delinquent parcels pursuant to RPTL §1122 and shall indicate to Counsel those parcels Counsel is to include in the in rem tax foreclosure proceeding. Counsel shall thereafter prepare and forward to City an invoice reflecting the total fee as computed above. Such invoice shall be payable at the time Counsel shall obtain the final judgment pursuant to RPTL §1136. City shall collect, upon the redemption of each parcel, such sum as is allowed pursuant to RPTL §1102. Provided an index number shall be available, but no later than subsequent to the filing of the petition pursuant to RPTL §1123, Counsel shall make an application to the court for an order, pursuant to RPTL §1102(e), authorizing the tax district to thereafter charge and collect the sum of \$535 per parcel on the grounds that such greater charge reflects the reasonable and necessary cost of searches of the public record and the cost of legal services hereunder. City understands and acknowledges that such application may be a matter of first impression with the court and that the court may deny such application or grant such other relief as the court deems just and proper. City acknowledges and agrees that the invoiced total fee shall be due and payable to Counsel notwithstanding the decision of the court and without regard to whether such fee is fully recovered upon the redemption of parcels. As the application for the order authorizing the City to collect the sum of \$535 upon redemption may not be made until after the petition is filed, City recognizes that the City will likely recover from redemptions only a portion of the total fee due and that the balance of such total fee must be paid by the City from sources other than the sums collected upon redemption.

3. Miscellaneous Charges. In addition to the invoiced total fee referenced above, the following charges shall be incurred by Counsel and shall be reimbursed by City as described below:

- A. The cost of mailing or service of notices required or authorized by RPTL §1102(a).
- B. The cost of publication of notices required or authorized by RPTL §1102(b).
- C. The cost of recording or filing legal documents

- D. The cost of posting required or authorized by RPTL §1125(c).

In accordance with RPTL §1102, the above described charges shall be part of the delinquent tax for purposes of redemption and may be recovered, in whole or in part, by the City at the time of redemption. Upon the granting of the judgment, Counsel shall provide to City evidence of such costs and City shall thereafter reimburse Counsel for the full amount of the same.

4. Work Product. At the end of the tax foreclosure proceeding, Counsel shall, upon the request of City, provide to City a copy of all title searches, correspondence, papers, legal memorandum, opinions, pleadings and other documents which are received or prepared by Counsel in connection with this action, together with a mailing list and affidavit of mailing showing every creditor or party to whom a notice was sent, the address to which each was sent, the date sent and the property identified on the notice.

5. Notices Received by City. City shall provide to Counsel copies of all Declarations of Interest filed pursuant to RPTL Section 1126 and all change of address information received pursuant to RPTL Section 1125(d) and copies of all correspondence, pleadings, notices (including bankruptcy notices) and other documents which are received by City in connection with the action or any parcel subject to the action.

6. Withdrawal of Parcels. City shall withdraw a parcel from the foreclosure action only when such withdrawal is duly authorized pursuant to RPTL §1138.

7. Indemnification. Counsel agrees to indemnify, defend and save harmless the City against any and all loss, damages, costs or charges which the City may be required to pay by reason or in consequence of the carrying out of any provisions or requirements of this Agreement, where such loss, damage, cost or charge is incurred by the City as a result of any misconduct of Counsel or its employees. It is understood that this indemnification does not cover losses, damages, costs or charges arising from or relating to the failure of the title search to accurately disclose necessary parties in interest, the failure to provide notice to any person, the failure to ascertain any mailing address of any person or party, or errors or omissions in the list

of delinquent taxes prepared by the City in accordance with RPTL §1122 or in any reports or other writings or communications provided by the City to Counsel.

8. Insurance. Counsel shall maintain professional liability insurance covering Counsel's performance under this Agreement. Such policy shall have a claim limit of not less than One Million (\$1,000,000.00) Dollars.

9. Assignment. Counsel agrees it will not assign, transfer, convey, pledge, encumber, hypothecate, sublet or otherwise dispose of this Agreement or its right, title, or interest therein, nor any part thereof, without the prior consent of the City Attorney.

10. Independent Contractor. Counsel, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status and will not claim to be an officer or employee of the City by reason of this Agreement, or claim any privilege applicable to any employee of the City, including but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership credit.

11. Conflicts of Interest. Counsel will not accept the engagement of, advise, or assist anyone in a defense or challenge to the tax foreclosure proceeding.

12. Non-Discrimination. Counsel agrees that in carrying out its activities under the terms of this Agreement that it shall not discriminate against any person due to such person's race, color, creed, disability, marital status, age, sex or national origin and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in §290-301 of the Civil Rights Law of the State of New York.

13. Entire Agreement. This Agreement contains the entire Agreement between Counsel and the City and shall not be changed, except by written instrument signed by Counsel and the City.

14. New York Law. This Agreement shall be governed by and construed in accordance with the laws of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF CORTLAND

Date:

By:

PHILLIPS LYTTLE LLP

Date:

6/23/11

By:



**SCHEDULE "A-1"**  
**Actions to be Performed by the City**

Anticipated Date      Action

Prepare Tax Rolls and Tax Warrants - The City shall prepare the annual tax rolls and warrants and shall deliver the same to the City Tax Collectors.

Collect Taxes - The City shall collect those taxes returned from the City Tax Collector.

Accept Installment Payment Arrangements - If the same has been duly authorized, the City shall negotiate and enter into installment payment arrangements of delinquent taxes. The City shall notify each potentially eligible person of their possible eligibility to make installment payments on delinquent taxes.

Accept Redemption Payments - The City shall receive and accept proper redemptions of the parcels set forth on the list of delinquent taxes and shall notify Counsel of such redemptions.

Prepare Certificates of Redemption - Upon the proper redemption of a parcel, a certificate redemption, or as appropriate, a certificate of partial redemption, shall be prepared, executed and forwarded to the County Clerk for filing. A copy of each certificate shall be provided to Counsel.

07/01/14      Provide List of Delinquent Taxes to Counsel - The City shall prepare and deliver to Counsel a written list of those parcels which have not been redeemed. Such list shall, if feasible, also be provided to Counsel on computer disk in the format suggested by Counsel.

**SCHEDULE "A-2"**  
**Services Performed by Counsel**

<u>Anticipated Date</u>	<u>Service</u>
09/01/14	<u>Obtain Title Searches</u> - Title searches in accordance with the requirements of Schedule "B" shall be ordered by Counsel. Counsel will provide copies of Schedule "B" to the title companies.
10/01/14	<u>Review Title</u> - As received, the title searches will be reviewed for the purpose of ascertaining the current record owner, the names and addresses of any parties holding an interest relating to open mortgages, judgments or other liens or interests, together with state and federal tax liens or warrants or other similar interests, and to identify any title problem that may legally prevent the City from foreclosing against the property.
07/01/14	<u>Mail Preliminary Notice</u> - A notice of the filing of the list of delinquent taxes and of the impending filing of the petition will be forwarded to all parties in interest. Agencies or instrumentalities of the state or federal government will be provided with sufficient information in the appropriate format so as to comply with the notice requirements of each such entity. Affidavits of mailing will be completed and filed in the County Clerk's Office. In the event notices are returned as undeliverable by the Post Office, further research and efforts will be undertaken in an effort to obtain a valid address.
07/01/14	<u>Research Bankruptcy Filings</u> - In the event the title search indicates that the current owner of the property has filed a petition in bankruptcy, research will be undertaken to determine whether the taxpayer and the debtor are in fact the same person, whether the bankruptcy case has been closed, whether the trustee has abandoned the property, or the automatic stay has been otherwise modified or whether a motion has been made to sell the property. If the property is no longer subject to the automatic stay, the City will be so notified. Those matters for which the current record owner is in fact the debtor, and the automatic stay has not been modified, or the case has not been closed as described above, will be withdrawn from the Action and the City will be notified accordingly.
12/01/14	<u>Prepare Petition and Related Notices</u> - The Petition, Notice of Petition, Notice of Foreclosure and Tax Enforcement Notification shall be prepared in accordance with statutory requirements. Counsel shall obtain and attach all required exhibits thereto.

<u>Anticipated Date</u>	<u>Service</u>
12/01/14	<u>File Petition and Related Notices</u> - The petition Notice of Petition, Notice of Foreclosure and Tax Enforcement Notification shall be duly and timely filed with the County Clerk.
12/01/14	<u>Publish Notice of Foreclosure</u> - A Notice of Foreclosure shall be duly prepared and published in accordance with statutory requirement.
12/01/14	<u>Mail Petition and Related Notices</u> - A copy of the Petition (with attachments), Notice of Petition, Notice of Foreclosure and Tax Enforcement Notification will be mailed to each owner of record and all parties in interest and declared partner. Agencies or instrumentalities of the state or federal government will be provided with sufficient information in the appropriate format so as to comply with the notice requirements of each such entity. Affidavits of mailing will be completed and filed in the County Clerk's Office. In the event notices are returned as undeliverable by the Post Office, further research and efforts will be undertaken in an effort to obtain a valid address.
	<u>Respond to Answers</u> - If a duly verified answer is served upon the City alleging a defect in the foreclosure proceeding application will be made to the applicable court for a summary determination of the issues therein. If the court shall not summarily dispose of the matter but shall require the taking of evidence Counsel shall immediately so notify the City. Further proceedings relating to the taking of evidence and the trial of facts shall not be performed by Counsel under the terms of this Agreement. Responses to answers alleging defenses relating to the imposition of the tax lien are not within the scope of this Agreement and shall not be performed by Counsel.
	<u>Conduct Public Sale</u> - If the court, in response to an answer, shall direct the sale of the real property, appropriate notification of such sale shall be made by Counsel and Counsel shall attend or conduct such sale in accordance with the directives of the Court. Counsel shall prepare any deeds conveying the parcel pursuant to such public sale.
04/01/14	<u>Prepare and Submit Final Judgment</u> - The final default judgment shall be prepared and submitted to the Court. Such judgment shall award possession of the parcel to the City and shall direct the Enforcing Officer to convey the parcel by deed to the City.
04/01/14	<u>Prepare Deed and Transfer Documents</u> – Counsel will prepare the deed or deeds conveying unredeemed parcels to the City, together with forms EA-5217 and TP-584 and shall record the deeds in the office of the County Clerk.

## **SCHEDULE B**

### **TITLE SEARCH SPECIFICATIONS**

1. Property information to be provided by Phillips Lytle will include the tax parcel address, tax map number and assessed owner as of the date of the tax lien.
2. Hard copy searches should be in title report format with full address information for all parties (including judgment creditor attorney). The search period is to commence with the most recent full value warranty deed (deeds stamps paid on more than a nominal value) with a minimum search period of 15 years. Searches should be identified by tax map number.
3. Searches should include real estate records, judgments, federal tax liens, bankruptcy, surrogate's court and all other customary indexes. Surrogate's searches should include copies of all petitions and letters.
4. A tax search is to be conducted and included.
5. Provide copies of the first and signature pages of all mortgages, assignments and deeds.
6. Provide copies of all federal tax liens.
7. Provide two hard copies of the completed search.
8. Creditor information is to provided in an electronic file format (text file).

Memorandum of Agreement  
Between  
CSEA Inc., Local 1000, AFSCME, AFLCIO  
City of Cortland DPW Unit 6558  
And  
City of Cortland

RE: Building and Grounds Additional Responsibilities for CSEA Members

Whereas, the City of Cortland desires to add responsibilities to Department of Public Works, to be performed by members involving Buildings and Grounds.

Whereas, CSEA Inc., Local 1000, AFSCME, AFLCIO wishes to establish an hourly rate for the additional responsibilities.

Therefore, the parties agree to the following:

1. Effective this date, the hourly rate for buildings and Grounds work shall be \$.25 above that of the hourly rate for the appropriate date of hire of the member performing the work at the time appointment.
2. Member shall perform the following work:
  - Snow removal
  - Plumbing and HVAC
  - Various carpentry duties such as door locks, window repairs, installation of fixtures, painting and ceiling tile replacement
  - Masonry repairs
  - Furniture or office equipment relocation
  - Seasonal Decorations
  - Lawn Care
  - Minor Roof maintenance and clean up
  - Lighting issues and Minor Electrical repairs
  - Other related work as assigned by the Commission of Public Work or his designee

3. CSEA does not waive any right that it has or may have had with regard to exclusivity of the work of vehicle repair. In addition, this Memorandum of Agreement shall not serve as precedent for any present or future grievances, petitions, cases or proceedings in any administrative, State, Federal or other forum.
4. This Memorandum of Agreement constitutes the entire settlement of all charges, claims, complaints and grievances regarding the title of Heavy Equipment Maintenance Mechanic and its duties.
5. The City retains the right to continue, modify, extend, and/or change existing maintenance contracts. Including but not limited to contracting with new vendors for equipment.

\_\_\_\_\_  
Brian Tobin  
Mayor of Cortland

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

\_\_\_\_\_  
Joseph Call, Unit President

\_\_\_\_\_  
Will Streeter, Labor Relations Specialist

## **Final Implementation Plan City of Cortland 2013 CDBG**

### **I. OVERALL ADMINISTRATION PLAN**

The City of Cortland will follow the Implementation Plan to assure integration of grant management with the City's existing organizational structure.

#### **A. Role of Chief Elected Official and Governing Body**

The City of Cortland has contracted with Thoma Development Consultants (Thoma) to provide project management services for its fiscal year 2013 Two Unit Housing Rehabilitation Program (the "Program"). The firm has extensive experience managing Community Development Block Grant (CDBG) homeownership and housing rehabilitation programs, specifically with the City of Cortland's various CDBG projects and was selected through a competitive procurement process of Request for Proposals (RFP). Thoma will work with the Mayor, City Common Council, Director of Administration and Finance and the financial office staff, and City Loan Committee, as appropriate, to manage the CDBG program.

It will be the role of the Mayor to develop an informal system of contact and coordination with key Thoma staff during the life of the grant. This will include, but not be limited to email contact with a designated Thoma staff member. A member of Thoma's staff will also attend all City department head meetings to keep the City informed of Community Development issues. Thoma staff will also attend Council meetings, when necessary or requested by the City, or when any Community Development related issue is on the Council's agenda. The Mayor and a City Council member sit on a City Loan Committee whose duties include, but are not limited to finalizing program guidelines and approving participation of program participants. The Mayor will provide approval of agreements with program participants and will be responsible for the approval of the required environmental review record, semi-annual and annual reports, and other reports as required by the CDBG Program. Finally, the Mayor will have oversight of all City staff that is involved in the subject Community Development Program, including the Director of Administration and Finance and City finance staff.

It will be the role of the Mayor to develop an informal system of contact and coordination with the project manager during the grant process. The formal duties of the Mayor and the Loan Committee with respect to the CDBG Program will be conducted at regularly scheduled Loan Committee meetings. The duties of the municipality will include, but not be limited to: finalizing program guidelines, approval of agreements with program participants, and approval of the expenditure of funds. The Mayor will also be responsible for the approval of the required environmental review and the status reports, annual reports, federal assistance expenditure reports and any other report as required under the CDBG Program by the New York State Office of Community Renewal.

After the completion of an applicant's intake the program manager will provide information with respect to the applicant and the pertinent application information to the Loan Committee. The Loan Committee will either approve or deny participation. If the project/applicant is approved for participation in the Program, the rehabilitation specialist will conduct a housing assessment and prepare a work scope, then assist with the contractor bidding process before a final budget is determined. Once the final budget is in place, the program manager/assistant will prepare the necessary documents for signature by the City.

As incurred project costs become due for payment, the program manager will prepare all payment documentation including Request for Funds Forms 1-4 and 1-4a, as well as City vouchers and checks. Payment documentation will be presented to the City, which will approve all expenditures and the request for funds. Checks will be approved and held until funds are available. The City's Chief Fiscal Officer is the Director of Administration and Finance. This official and/or his staff will review all documentation and approve all Program payments.

- B. The City Attorney will prepare and/or review all proposed agreements for the CDBG Program and will be involved in determining the need for conflict of interest waivers issuing legal opinions with respect to conflicts, if necessary.
- C. Program Manager

Refer to Section II below.

- D. Identification of key CDBG Program Administrators

**Chief Elected Official:**

Name: Brian Tobin

Title: Mayor

E-mail address: [btobin@cortland.org](mailto:btobin@cortland.org)

Telephone: 607-758-8374

Fax: 607-756-4644

Duties: Oversee CDBG program including all expenditures and oversight of project management firm. See also "Role of Chief Elected Official" above for further detail.

**Chief Financial Officer:**

Name: Mack Cook

Title: Director, Administration and Finance

E-mail address: [mcook@cortland.org](mailto:mcook@cortland.org)

Telephone: 607-756-7312

Fax: 607-753-3295

Duties: Incorporate all financial transactions in City accounting system. Review all drawdown requests, sign drawdown requests, approve payments and payment documentation, establish system to incorporate CDBG financial transactions in City accounting system and City budget, oversee financial staff in preparation of all CDBG related financial reports and accounting.

**Authorized Signatures:**

Name: Mack Cook  
Title: Director, Administration and Finance  
E-mail address: [mcook@cutland.org](mailto:mcook@cutland.org)

Telephone: 607-756-7312  
Fax: 607-753-3295

Name: Tracey L. Hatfield  
Title: Administration and Finance Assistant  
E-mail address: [thatfield@cutland.org](mailto:thatfield@cutland.org)

Telephone: 607-756-7312  
Fax: 607-753-3295

Name: Constance M. Sorrells  
Title: Senior Account Clerk  
E-mail address: [csorrells@cutland.org](mailto:csorrells@cutland.org)

Telephone: 607-756-7312  
Fax: 607-753-3295

Name: Kenneth E. Dye  
Title: Deputy Mayor and Common Council Member  
E-mail address: [ward3@cutland.org](mailto:ward3@cutland.org)

Telephone: 607-753-0872

Duties: Approve and/or sign request for funds.

**Project Manager:**

Name: Bernie Thoma  
Thoma Development Consultants  
Title: President  
E-mail address: [bernie@thomadevelopment.com](mailto:bernie@thomadevelopment.com)

Telephone: 607-753-1433  
Fax: 607-753-6818

Duties: The Project Manager is Thoma Development Consultants. Thoma will use the services of Program Manager Annette Huskins and Housing Rehabilitation Specialist (HRS) Phil Connery in the administration and delivery of grant services and activities. Other Thoma staff will be involved in the overall management and program delivery of this grant including, but not limited to Ann Hotchkin and Linda Armstrong, Program Managers, Tina Hall, Administrative Assistant, and Pam LeFever, Bookkeeper. The Thoma staff will be responsible for overall project management including but not limited to financial management, marketing, intake and activity management, documentation preparation, and report preparation.

Annette Huskins, Phil Connery, and Tina Hall will be responsible for the day-to-day overall management of this Program. Duties for the rehabilitation activity will include, but not be limited to intake and applicant assessment/qualification; qualification of contractors and MWBE contractor marketing; conflict of interest determination and preparation of request for waivers when necessary; scheduling and coordination of the housing assessment and lead risk assessment by the HRS; SHPO and flood plain reviews; coordination of other required testing such as energy audits and asbestos testing; preparation of drawdowns; preparation of status reports, annual reports and other CDBG required reports; reconciliation of

the activity budgets, and oversight of other Thoma staff involved in the rehabilitation activity of the Program.

**City Attorney:**

Name: Richard Van Donsel

Telephone: 607-756-1761

E-mail address: [lawdept@kortland.org](mailto:lawdept@kortland.org)

Fax: 607-756-4644

Duties: Preparation and/or review of agreements and program documentation. Advise Mayor and City Council in other legal matters relating to CDBG project. See also I.B. above

E. Conflict of Interest Policy

The City of Cortland will follow federal regulations at 24CFR 85.36 and guidance provided by NYS OCR as outlined in the Grants Administrative Manual with respect to conflicts of interest, to determine possible conflicts of interest and submission of waiver requests. All Program applicants must complete a conflict of interest form (see attached). Any potential participant that has or had a contractual relationship with the City, and/or has or had business or family ties to the City government, and/or is or was an appointed and/or elected official or associate of the City may be deemed to have a potential conflict or perception of a conflict of interest. In some cases, the City Council may decide to seek a waiver of conflict of interest for participants or contractors if such waiver and subsequent participation does not violate State or local law and if the waiver will serve to further the interests of the CDBG Program. This waiver request must be discussed openly at a Council meeting and the City Attorney must conclude in a written Opinion of Counsel letter that the applicant's participation does not violate State or local law. Requests for waivers will be submitted to the NYS OCR for review and determination. Thoma will seek the input of the City Counsel with respect to issues that must be satisfied with a waiver request.

II. PROJECT MANAGEMENT

As noted above, the City of Cortland has retained Thoma Development to provide comprehensive management for the above noted CDBG Program. Although the City is ultimately responsible for compliance with all applicable State and federal laws, Thoma will facilitate the City's compliance with applicable laws, regulations, and contractual requirements that relate to the CDBG grant and the CDBG Program, in general. Thoma's duties will include, but will not be limited to the preparation of the environmental review record and guiding the City through the environmental review process; acting as liaison with NYS OCR staff; all activities related to housing rehabilitation processes as described above in I. D. under "Project Manager" and as detailed more fully by heading below; insuring timely completion of the grant; trouble shooting issues; coordination of accounting for the program with the City's financial staff; reporting to the Mayor and Common Council on progress under the Program; and closeout of the grant.

Thoma has a number of staff members that will be involved in the grant administrative process based on their expertise and what is required during the life of the grant, such as preparation of the environmental review record, preparation of closing documents, accounting and financial processes, report preparation, housing conditions assessment, etc. Annette Huskins has been designated as the lead manager for the housing rehabilitation activity. Her duties are described further in I.D. above.

Ms. Huskins major responsibilities are to provide intake and applicant qualification; to coordinate the activities of the HRS as they relate to the assessment of the subject home to insure the participant's house qualifies under the Program; coordinate all testing; and work with the HRS in the bidding and awarding of contracts. She will also oversee all other staff that works with the rehabilitation component of the Program.

As project costs are incurred and become due for payment, Ms. Huskins and Thoma staff will prepare all payment documentation including Request for Funds Forms 1-4 and 1-4a, as well as City vouchers. Payment documentation will be presented to the City's financial staff, which will approve all expenditures and the request for funds. The City will audit requests for payments, and the City will prepare checks.

#### **Housing Rehabilitation Advisory Council**

The City of Cortland and its Common Council have not created an advisory board to provide oversight for the CDBG Program. However, the City does have a Housing Committee that provides input into City housing issues and with which Thomas staff meets. Further, the City has an established Loan Committee that reviews all requests for participation.

#### **Marketing**

Thoma staff will market the program to potential applicants. After completion of the environmental review record, all pre-applicants on the waiting list will be sent a notice of grant award and will be encouraged to complete a final application. Marketing will not, however, be limited to the waiting list since it is the City's intent to make the Program as inclusive as possible. An advertisement will be placed in the local newspaper and notices will be placed in City Hall, on the City's and Thoma's websites. Further notices are sent to interested agencies and announced at the quarterly housing consortium of which a Thoma staff is a member. The Program has also been marketed with Access to Independence. City Council members will be encouraged to spread the news of the award by word of mouth to their constituents and will be given applications for their use. After the first marketing notices, future advertisements will be placed in the local media periodically until all funds are committed. The goal of the marketing program will be to assure every potential participant has received notice and that a waiting list of future participants is identified.

#### **Applicant Intake**

Thoma staff, specifically Annette Huskins, will be responsible for the intake and qualification process. Based upon a verbal or written request from a potential participant, a full application package is sent. The applicant is responsible for completing all

required forms and for providing all required information to determine income eligibility. Upon the completion of an eligibility review by the program manger, the City's Loan Committee will make and determination of eligibility. If information is incomplete, the applicant will receive a notice. Every effort will be made to provide technical assistance in completing the application and supplying the needed information, especially with lenders.

Once the applicant has been deemed eligible, a commitment issued, and the house assessed for eligibility, the participants will enter into the work write-up and contractor selection phase of the process. The HRS will work with the participant to determine the work scope to be completed, the selection of contractors to provide bids for the work, and the final selection of the contractors. Once the bidding process is complete, Thoma staff will prepare the necessary contracts and agreements for City, participant and contractors' signatures. Once all documents are signed, a Notice to Proceed will be sent to the contractors.

The Rehabilitation Specialist will oversee the work in progress, which includes working with the homeowner and overseeing the work of the contractor from project start to completion. As bills for work are submitted for payment, the HRS and participant will review work undertaken thus far. Upon the approval of the participant, an authorization for payment will be made and provided to the City. After all work in a project is complete, the project manager will closeout each participant's file and provide information to the City so the City can tag the property and enter the participant in the City's database-monitoring program.

#### **Financial Management**

Financial management is coordinated between Thomas's bookkeeper and the City's financial staff. Thomas will prepare the necessary NYS OCR forms for payment and will provide (1) requests for payment for signatures, (2) drawdown forms, and (3) all back up from contractors and vendors (vouchers and invoices). The NYS OCR forms and back up will be provided to the City, which will prepare the checks and authorize the payments. Both the City and Thomas maintain accounting of Program costs.

#### **Program Schedule**

The program schedule, as included in the application for grant funds, is attached.

#### **Program Income**

The City of Cortland submitted its fiscal year 2013 CDBG application to the State Office of Community Renewal (OCR) under the CDBG housing funding application process. Information with respect to fund balances in NYS Housing and NYS ED accounts was provided. The City has an adopted and NYS approved Program Income Plan under which it allocates Program Income.

It is possible that program income may be generated as a result of the recapture of deferred payment loans made under this CDBG Program. If program income is received

in excess of \$35,000 per year, it will be used in accordance with the City's approved Program income Plan.

**Implementation Plan Adoption**

This CDBG Implementation Plan was adopted by the City of Cortland's City Council on July 15, 2014.