

**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

July 22, 2014

Jean Minella  
64 Church Street  
Cortland, NY 13045

Dear Jean:

It would be our honor to invite you to the Common Council Meeting at City Hall on August 5<sup>th</sup> at 7:00 pm to thank you for your 35 years of service to the American Red Cross, Learn to Swim Program. The City of Cortland, the City Youth Bureau, and the American Red Cross are very grateful for your 35 years of dedicated service to this community program.

The Learn to Swim Program provides free swim lessons to the children of Cortland County, and has helped save countless lives during your many years with the program.

Please call John McNerney at 607-753-3021 ext. 23 to accept this invitation. We look forward to thanking you in person on August 5, 2014. Please feel free to invite family and friends to join you.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Tobin".

Brian Tobin, Mayor  
City of Cortland

Cc; John McNerney, Youth Bureau Director, City of Cortland  
Michele Whalen, Branch Manager, American Red Cross of Cortland County



July 23, 2014

Cortland Elks Lodge 748

*Elks* Care - *Elks* Share

9 Groton Ave. Cortland, NY 13045

To Whom It May Concern:

The Cortland Elks Lodge, located at 9 Groton Ave is looking at sponsoring a Car Cruise-in fund raiser to be held in the Parking area between the Elks Lodge and the Hollywood Restaurant. This is a first- of -its-kind event for the Lodge. All proceeds will go to benefit local Elks Youth activities. We are also working with the Down Business Association regarding ways to bring people to the downtown area; Our Lodge is facing difficult financial times, as are many community service organizations, and we fully understand that a lucrative downtown area will benefit the Cortland Lodge. I have spoken with Adam and Jane Witty, Office Manager and Event Coordinator of the Cortland Downtown Partnership on how the Lodge can help in bringing people to the downtown area, such as using parts of a National Elks Foundation Grant to support the Halloween Parade. To reiterate, after expenses, nearly all funds go back into the community.

The project is slated to take place on Sunday, September 21, commencing at 1:00 PM and ending at 5 PM. There will be no charge for the cars but we are hoping through other endeavors to raise money for our youth programs. At the present time we are planning on selling food,(cooking hamburgers, hotdogs, speedies, at the Lodge. We anticipate having a number of students that are involved in an Elks Promise Grant from the high school helping, and bands that will volunteer their time: A local jazz band has already committed their time.) We have already gotten the National Elks Foundation to provide fund provide over \$4,000 locally. These funds are strictly earmarked to be totally spent on local community service programs. When they give us these funds they are also looking at how the community is helping to support Elk initiatives.

We are asking the Common Council to allow us to use the city parking area between the Elks Lodge and Hollywood Restaurant and to wave any fees/permits. We have already discussed this with the proprietor of the Hollywood.) Please keep it mind that proceeds will be filtered back into the Cortland Community.

Thank you for your time in considering this request. If you have any questions please feel free to contact me.

Sincerely,

ER John Pinto

607-756-5562 or email at [jpinto50@twcnyc.nyrr.com](mailto:jpinto50@twcnyc.nyrr.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 28, 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>Mark's Pizzeria</i>	<i>\$5,677.06</i>
<i>Mike Dexter</i>	<i>\$ 250.00</i>
<i>Total Donations =</i>	<i>\$ 5,927.06</i>

Funds should be deposited into the Wickwire Pool Trust Fund. Attached is a copy of the check. Feel free to contact me with any questions at 753-3021 ext.23.



**PROPERTY TAX FREEZE CREDIT  
GUIDANCE**

**AS OF JULY 14, 2014  
MACK COOK  
CITY OF CORTLAND**

**PART 1:  
EXECUTIVE SUMMARY**

**LOCAL GOVERNMENTS WITHOUT  
DEPENDENT SCHOOL DISTRICTS.  
&  
SPECIAL TAXING DISTRICTS**

**PURPOSE**

- THE LAW ENCOURAGES LOCAL GOVERNMENTS AND SCHOOL DISTRICTS TO GENERATE LONG TERM TAX RELIEF BY:
  - SHARING SERVICES
  - CONSOLIDATING OR MERGING
  - DEMONSTRATING AND IMPLEMENTING OPERATIONAL EFFICIENCIES.

**TIMELINE & REQUIREMENTS FOR  
LOCAL GOVERNMENTS**

- ELIGIBILITY
  - FISCAL YEAR BEGINNING IN 2015 (YEAR 1)
    - COMPLY WITH TAX CAP ONLY
    - REVOKE ANY EFFECTIVE LAW PERMITTING OVERRIDE
  - FISCAL YEAR BEGINNING IN 2016 (YEAR 2)
    - COMPLY WITH TAX CAP ONLY
    - SUBMIT A EFFICENCY PLAN JUNE 15, 2015 THAT IS DETERMINED TO BE COMPLIANT BY DIV. OF BUDGETS
    - REMAIN FREE OF OVERRIDE LAW

### FREEZE CREDIT

- LIMITED TO QUALIFIED HOMEOWNERS
  - DEFINED AS ELIGIBLE FOR THE 'STAR' PROPERTY TAX EXEMPTION (SCHOOL TAX RELIEF)
  - LIVES IN A TAXING JURISDICTION THAT;
    - LIMITS ANY PROPERTY TAX LEVY TO THE PROPERTY TAX CAP AS ESTABLISHED BY LAW,
    - REVOKES ANY LOCAL PROPERTY TAX OVERRIDE LEGISLATION
    - DEVELOPS AND IMPLEMENTS A GOVERNMENT EFFICIENCY PLAN DETERMINED TO BE COMPLIANT BY THE NYS DIVISION OF BUDGET

### AMOUNT OF CREDIT

- THE FREEZE CREDIT (REBATE) IS EQUAL TO THE GREATER OF:
  - THE ACTUAL INCREASE IN THE HOMEOWNER'S TAX BILL; OR
  - THE PREVIOUS YEAR'S TAX BILL MULTIPLIED BY AN INFACTION FACTOR (THE LESSER OF 2% OR RATE ON INFLATION)

### FREEZE CREDIT PAYMENT CALENDAR

- FALL 2014    YEAR 1 SCHOOL DISTRICT TAXES
- FALL 2015    YEAR 2 SCHOOL DISTRICT TAXES & YEAR 1 LOCAL GOVERNMENTS
- FALL 2016    YEAR 2 LOCAL GOVERNMENTS

### EXAMPLE

- **TO BE RECEIVED IN 2015**
- 2014 TAX BILL:            \$2,500
- 2015 TAX BILL:            \$2,550
  - INCREASE IN TAXES            \$    50.00
  - 1.56% @ 6/30/14 X \$2,500        \$    39.00
- **2015 REBATE TO ELIGIBLE HOMEOWNER \$50.00**

### CONTINUING TO 2016

- TO BE RECEIVED IN 2016
- FOR HOMEOWNER IN A TAX FREEZE BUDGET WITH AN APPROVED EFFICIENCY PLAN
- REBATE = 2014 REBATE PLUS GREATER OF THE INCREASE IN 2016 TAXES OR LESSER OF 2% OR THE CPI x 2015 TAX BILL
- EXAMPLE:
 

-- 2015 REBATE TO HOMEOWNER;	\$50.00	
-- 2015 TAX BILL		\$2,550
-- 2016 TAX BILL		\$2,575
-- INCREASE IN TAXES		\$ 25
-- CPI UP TO 2% x 2015 TAX BILL		\$ 51

**2016 REBATE EQUAL TO \$50 PLUS \$51 EQUALS \$101.00**

### FEW POINTS ON THE REBATE

- RECEIPT OF REBATE IS NOT DEPENDENT ON IF, OR WHEN, A TAX BILL IS PAID
- REBATE WILL NOT INCLUDE THE INCREASE IN TAXES DUE ASSESSMENT INCREASES AS A RESULT OF:
  - PROPERTY IMPROVEMENTS
  - LOSS OF EXEMPTIONS
- HOMEOWNERS IN A JURISDICTION THAT DOES NOT COMPLY WITH THE TAX CAP IN 2015 WILL BE ELIGIBLE FOR A REBATE IN 2016 AS LONG AS THE JURISDICTION COMPLIES WITH THE CAP AND HAS AN APPROVED GOVERNMENT EFFICIENCY PLAN

### JURISDICTIONS ELIGIBILITY DETERMINED SEPARATELY

- EACH TAXING JURISDICTION IS TREATED SEPARATELY FOR PURPOSES OF THE CREDIT.
  - FOR EXAMPLE: CITY COMPLIES WITH REQUIREMENT AND COUNTY DOES NOT THE HOMEOWNER WILL RECEIVE A CREDIT BASED UPON CITY TAXES ONLY

### GOVERNMENT EFFICIENCY PLAN COMPLIANCE

- FOR HOMEOWNER TO RECEIVE THE PROPERTY TAX CREDIT (REBATE) IN YEAR 2 THE TAXING JURISDICTION MUST PARTICIPATE IN THE DEVELOPMENT AND IMPLEMENTATION OF A GOVERNMENT EFFICIENCY PLAN DETERMINED TO BE COMPLIANT BY THE NYS DIVISION OF BUDGET

### PLAN'S SAVINGS REQUIREMENT

- SAVINGS IN EACH FISCAL YEAR IN 2017, 2018 AND 2019 EQUAL TO ONE PERCENT (1%) OF THE 2014 TAX LEVY OF ALL LOCAL GOVERNMENTS PARTICIPATING IN THE PLAN.
  - 2017: 1% OF 2014 TAX LEVY
  - 2018: 1% OF 2014 TAX LEVY
  - 2019: 1% OF 2014 TAX LEVY

### ELIGIBLE ACTIVITES

- GOVERNMENT EFFICIENCY PLANS CAN INCLUDE:
  - COOPERATION AGREEMENTS
  - SHARED SERVICES
  - MERGERS
  - EFFICIENCIES

### PAST ACTIONS

- A LOCAL GOVERNMENT CAN USE ALREADY EXISTING EFFICIENCY, SHARED SERVICES, AND REFORMS.
- **DATE LIMITED:** ONLY THOSE SAVING MEASURES IMPLEMENTED SINCE THE LOCAL GOVERNMENT BECAME SUBJECT TO THE TAX CAP;
- FIRST DAY OF THE FISCAL YEAR BEGINNING IN 2012:
  - CITIES, TOWNS, FIRE DISTRICTS; JANUARY 1, 2012
  - VILLAGES; JUNE 1, 2012

### PART 3: LOCAL GOVERNMENT EFFICIENCY PLAN

CITY OF CORTLAND

**EFFICIENCY MEASURE: HEALTH INSURANCE CONSORTIUM**

	2014 TAX LEVY	ONE PERCENT OF LEVY IN 2014
Joplin County	\$ 45,628,265	\$ 450,833
City of Cortland	\$ 6,150,486	\$ 61,505
City of Abasa	\$ 22,129,624	\$ 221,296
Town of Carolina	\$ 1,411,162	\$ 14,112
Town of Darby (est)	\$ 1,653,936	\$ 16,539
Town of Dryden	\$ 1,540,832	\$ 15,408
Town of Enfield	\$ 1,528,833	\$ 15,288
Town of Graton (est)	\$ 1,517,242	\$ 15,172
Town of Abasa	\$ 2,029,625	\$ 20,296
Town of Lansing	\$ 1,706,423	\$ 17,064
Town of Uppes	\$ 550,425	\$ 5,504
Village of Cayuga Heights	\$ 1,382,828	\$ 13,828
Village of Dryden (est)	\$ 847,286	\$ 8,473
Village of Graton (est)	\$ 836,556	\$ 8,366
Village of Trumansburg	\$ 741,099	\$ 7,411
<b>TOTALS</b>	<b>\$ 88,620,545</b>	<b>\$ 886,206</b>

**PROJECTED EMPLOYER SAVINGS FROM PARTICIPATION**

- DIFFERENCE BETWEEN PREMIUM BASED UP EXPERIENCE AND BASED UPON COMMUNITY RATED

	EXPERIENCE/ COMMUNITY DIFFERENTIAL 2012	EXPERIENCE/ COMMUNITY DIFFERENTIAL 2013	EXPERIENCE/ COMMUNITY DIFFERENTIAL 2014
Joplin County	\$ 494,824	\$ 493,029	\$ 492,821
City of Cortland	\$ 220,225	\$ 220,126	\$ 220,029
City of Abasa	\$ 522,831	\$ 521,213	\$ 520,614
Town of Carolina	\$ 25,713	\$ 25,625	\$ 25,537
Town of Darby	\$ 13,245	\$ 13,208	\$ 13,170
Town of Dryden	\$ 28,785	\$ 28,678	\$ 28,571
Town of Graton	\$ 11,929	\$ 11,852	\$ 11,775
Town of Lansing	\$ 11,209	\$ 11,111	\$ 11,013
Town of Uppes	\$ 20,117	\$ 20,021	\$ 19,925
Village of Cayuga Heights	\$ 12,222	\$ 12,124	\$ 12,027
Village of Dryden	\$ 21,213	\$ 21,115	\$ 21,017
Village of Graton	\$ 58,757	\$ 58,659	\$ 58,561
Village of Trumansburg	\$ 13,892	\$ 13,804	\$ 13,706
<b>TOTALS</b>	<b>\$ 1,765,723</b>	<b>\$ 1,761,063</b>	<b>\$ 1,756,403</b>

**COST SAVINGS EFFICIENCY**

	MEETS ONE PERCENT COST REDUCTION REQUIREMENT IN 2012?	MEETS ONE PERCENT COST REDUCTION REQUIREMENT IN 2013?	MEETS ONE PERCENT COST REDUCTION REQUIREMENT IN 2014?
Joplin County	YES	YES	YES
City of Cortland	YES	YES	YES
City of Abasa	YES	YES	YES
Town of Carolina	YES	YES	YES
Town of Darby	NO	NO	YES
Town of Dryden	YES	YES	YES
Town of Enfield	NO	NO	NO
Town of Graton	NO	NO	NO
Town of Abasa	YES	YES	YES
Town of Lansing	YES	YES	YES
Town of Uppes	YES	YES	YES
Village of Cayuga Heights	YES	YES	YES
Village of Dryden	YES	YES	YES
Village of Graton	YES	YES	YES
Village of Trumansburg	YES	YES	YES
<b>TOTALS</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>

**PAST EFFICIENCY DATE JANUARY 1, 2012**

- DEPARTMENT OF TAXATION PUBLICATION
- EXCEPT FOR THE CITY OF CORTLAND AND THE TOWN OF LANSING ALL OTHER LOCAL GOVERNMENTS IN THE CONSORTIUM ENTERED INTO THE EFFICIENCY MEASURED ON JANUARY 1, 2011.

— CORTLAND AND LANSING JOINED JANUARY 1, 2013

• AS OF JULY 22, 2014

**A LOCAL GOVERNMENT CAN PARTICIPATE IN MORE THAN ONE EFFICIENCY MEASURE BUT CAN ONLY BE A PARTICIPANT IN ONE PLAN**

- **OPTIONS**
  - **SUBMIT CITY OF CORTLAND ONLY PLAN**
    - 1% OF THE 2014 TAX LEVY: \$81,605
    - **ESTIMATED SAVING FROM HEALTH INSURANCE**
      - 2017 \$209,225
      - 2018 \$304,736
      - 2019 \$319,973
    - » **CITY TAXPAYER'S REBATE BASED SOLEY ON THE CITY'S TAX LEVY**
  - **SUBMIT A CORTLAND/LANSING PLAN**
    - **CITY'S TAXPAYER'S REBATE BASED SOLEY ON THE CITY'S TAX LEVY**
  - **SEEK OUT OTHER PARTNERS**
    - **CORTLAND COUNTY SO THAT CITY'S TAXPAYERS REBATE IS BASED UPON CITY AND COUNTY TAX LEVY.**

**CORTLAND COUNTY**

- **CORTLAND COUNTY 2013 TAX LEVY**
  - \$32.5 MILLION
  - ANY REBATE OF CITY TAXPAYERS COUNTY TAXES IN YEAR 2016 IS BASED UPON MEETING THE SAVINGS REQUIREMENT OF 1% OF THE COUNTY-WIDE LEVY
- **2017, 2017 & 2018 ANNUAL ESTIMATED SAVING THRESHOLD**
  - \$330,000

**PARTNERING WITH OTHER GOVERNMENTS**

- **GOAL: TO BASED THE REBATE ON CITY, TOWNS, VILLAGES AND COUNTY TAXES.**
- **SAVINGS REQUIREMENT:**

LOCAL GOVERNMENT	2014 ESTIMATED TAX LEVY	ONE PERCENT OF TAX LEVY
City of Cortland	\$ 5,160,688	\$ 81,605
Cortland County	\$ 33,122,522	\$ 331,235
Town of Cortlandville	\$ 2,623,504	\$ 26,236
Village of Monticou	\$ 1,254,513	\$ 12,545
Village of Marlton	\$ 256,255	\$ 2,570
<b>TOTAL</b>		<b>\$ 454,135</b>

**CITY'S CONTRIBUTION STEMING FROM HEALTH CARE**

EXPERIENCE/ COMMUNITY DIFFERENTIAL 2017	EXPERIENCE/ COMMUNITY DIFFERENTIAL 2018	EXPERIENCE/ COMMUNITY DIFFERENTIAL 2019
\$ 290,225	\$ 304,736	\$ 319,973
<b>\$ 290,225</b>	<b>\$ 304,736</b>	<b>\$ 319,973</b>

### COOPERATIVE OWNERSHIP OF A SEWER INSPECTATION SYSTEM

- JOINT OWNERSHIP OF \$50,000 SYSTEM
  - SAVINGS BASED UPON A JOINT PURCHASE OR EACH LOCAL GOVERNMENT PURCHASING A UNIT AND FINANCING THE PURCHASE OVER 5 YEARS

COOPERATIVE PURCHASE OF SEWER INSPECTATION SYSTEM 2017	COOPERATIVE PURCHASE OF SEWER INSPECTATION SYSTEM 2018	COOPERATIVE PURCHASE OF SEWER INSPECTATION SYSTEM 2019
\$ 2,691	\$ 2,691	\$ 2,691
\$ 2,691	\$ 2,691	\$ 2,691
\$ 2,691	\$ 2,691	\$ 2,691
\$ 2,691	\$ 2,691	\$ 2,691
<b>\$ 10,762</b>	<b>\$ 10,762</b>	<b>\$ 10,762</b>

### SHARED SERVICE BETWEEN CORTLAND, CORTLANDVILLE AND VILLAGE OF HOMER FOR SMART WATER METER SYSTEM

- LOCAL GOVERNMENT EFFICIENCY GRANT SUBMITTED AS PART OF THE 2014 CFA PROCESS.

SHARED SERVICE SMART WATER METER SYSTEM 2017	SHARED SERVICE SMART WATER METER SYSTEM 2018	SHARED SERVICE SMART WATER METER SYSTEM 2019
\$ 115,000	\$ 120,000	\$ 125,000
\$ 20,000	\$ 22,000	\$ 24,000
<b>\$ 135,000</b>	<b>\$ 142,000</b>	<b>\$ 149,000</b>

### WHERE WE ARE ON A LOCAL GOVERNMENT EFFICIENCY PLAN?

YEAR	ONE PERCENT THRESHOLD SAVINGS	CORTLAND HEALTH CARE	SEWER INSPECTATION SYSTEM	SHARED SERVICE SMART WATER METERS	IN PLACE POST JANUARY 1, 2012 EFFICIENCIES	STILL TO BE DEVELOPED EFFICIENCIES
2017	\$ 454,195	\$ 230,225	\$ 10,762	\$ 135,000	\$ 435,980	\$ 18,207
2018	\$ 454,195	\$ 334,736	\$ 10,762	\$ 142,000	\$ 457,499	\$ -
2019	\$ 454,195	\$ 319,973	\$ 10,762	\$ 149,000	\$ 473,736	\$ -

### “TAXING THE STATE”

- THE TAX FREEZE SETS IN MOTION A SCENARIO IN WHICH LOCAL GOVERNMENTS MIGHT BE TEMPTED TO ADOPT A TAX LEVY HIGHER THAT THEY OTHERWISE MIGHT WITHOUT A TAX FREEZE
- WHY?
- BECAUSE THE FREEZE IS BASED UPON THE ***GREATER*** OF THE ACTUAL TAX INCREASE OR THE TAX LIMIT X THE PRIOR YEAR LEVY.

**HOW CAN THE ACTUAL TAX LEVY BE HIGHER THAN THE % LIMIT AND STILL BE COMPLIANT?**

**2015 TAX CAP CALCULATION**

Prior Year Tax Levy	\$ 8,160,436
Tax Base Growth Factor	1.0501
FLGTS Receivable Prior Year	\$ 73,668
Tax Judgment Exclusion Prior Year	\$ -
Capitol Tax Levy for Prior Year	\$ -
Allowable Levy Growth Factor	1.0056
FLGTS Receivable Current Year	\$ 91,121
2015 Tax Levy Limit Before Allowable Carryover	<u>\$ 8,183,293</u>
Percentage Increase in Tax Levy	0.35%
Application of Available Carryover	
Lesser of:	
Prior Year Carry	\$ 274,468
or:	
1.5% of Prior Year Total Levy Limit	\$ 124,387
	<u>\$ 124,387</u>
2015 Total Tax Levy	<u>\$ 8,319,165</u>
Maximum Limit of Tax Levy	1.9%

**THE AFFECT OF "GREATER THAN" PROVISION**

- INCREASE IN THE TOTAL TAX LEVY BASED SOLELY UPON THE ALLOWABLE LEVY GROWTH:
  - \$28,307
- INCREASE BASED UPON THE TOTAL TAX LEVY AND THE USE OF THE AVAILABLE TAX LEVY CARRYOVER:
  - \$152,695

**DISCONNECT BETWEEN WHO PAYS THE TAX AND WHO RECEIVES THE CREDIT (REBATE)**

- WHO PAYS THE TAX?
  - HOMEOWNERS
  - INDUSTRIAL PROPERTY OWNERS
  - COMMERCIAL PROPERTY OWNERS
- WHO RECIEVES THE REBATES?
  - STAR ELIBILE PROPERTY

**LOCAL LAW TO EXTEND PROPERTY REBATES TO NON-STAR ELGIBLE TAXPAYERS**

- PAID FROM LOCAL FUNDS-NYS WOULD NOT BE INVOLVED
- WOULD REQUIRE "ENABLING LEGISTRATION" FROM THE STATE ASSEMBLY
- ADMINISTERED LOCALLY
- WOULD IT BE COST EFFECTIVE? SUBDIVIDING ADDITIONAL REVENUE OF \$125,000 BETWEEN STAR AND NON-STAR TAXPAYERS

**TOWN OF CORTLANDVILLE**

**WHEREAS,** The joint purchase, sharing, furnishing or providing by one or more municipalities for use of certain equipment has been found to be of benefit to all participating municipalities, both in making more equipment available and in reducing the cost of such equipment use and maintenance; and

**WHEREAS,** The Town of Cortlandville, City of Cortland, Village of Homer, Village of Marathon and the Village of McGraw ("the Participating Municipalities") desire to enter into an Equipment Purchase/ Sharing Agreement for the shared use of a Sewer Inspection Camera for the ongoing maintenance of the municipal sewer mains; and

**WHEREAS,** maintenance of the Municipal sewers is well suited to the purchase / sharing of a sewer camera because each Municipality has a significant amount of sewer piping that need periodic inspections; and

**THEREFORE,** to accomplish the goal of periodic sewer inspections, each Participating Municipality hereby adopts this Equipment Purchase / Sharing Agreement according to the following terms:

1. The Participating Municipalities shall designate the Town of Cortlandville as the "title owner" of the equipment and it will be carried on its schedule of property for insurance. In the event of damage to the equipment which results in an insurance claim, the deductible will be payable by the municipality that had use of the equipment at the time of the accident, said use defined herein as "care, custody, and control". Each participating municipality agrees to cover the equipment while in its care, custody or control, for general liability coverage.

to claims by its employees and by third parties that arise out of an event that occurs while it has care, custody and control of the equipment.

3. The Participating Municipalities agree that the title owner municipality shall be held harmless from any and all claims of liability and expenses related to those claims that may arise from an occurrence when the equipment is in the possession of another Participating Municipality. As a condition to the title owner municipality agreeing to enter into this Equipment Purchase / Sharing Agreement, each of the Participating Municipalities agrees to execute no later than \_\_\_\_\_, 2014, a hold harmless and indemnification agreement in a form written by the Town of Cortlandville and approved by the Participating Municipalities. This hold harmless and indemnification agreement will include indemnification and /or attorneys fees for any "suit" or claim in which the title owner municipality is a party, including but not limited to disputes with regard to liability and any other associated collection costs. Irrespective of any other provision to the contrary in this Equipment Sharing Agreement, the title owner municipality may withdraw from the Agreement if any of the other Participating Municipalities has failed to execute such a hold harmless and indemnification agreement by that date.

4. The following operational considerations shall be enforced by the Participating Municipalities:

- **Purchasing:** The purchase of the equipment will be based on the cost of the equipment divided by the total miles of sewer of all participating municipalities times each Municipalities miles of sewer.(see attachment A)

unless, by vote of the Participating Municipalities, the decision is made to house the equipment in a different location.

- **Maintenance:** The title Owner will be responsible for performing routine maintenance. The title Owner will periodically evaluate each piece of equipment acquired under this agreement and each year will provide the Participating Municipalities with an estimate of the cost of maintenance for the coming fiscal year prior to the annual budget cycle so that each town can plan for their share of the cost in its annual budget.
- **Insurance:** The equipment will be covered under the title Owners insurance policies. Any liability insurance of the municipality that is using the equipment shall be considered primary over any other collectible insurance regardless of any other insurance clauses.
- **Insurance Deductible:** If equipment is damaged by operator negligence in any municipality and insurance covers repair of the damage to the equipment, any deductible on that insurance will be reimbursed to the title owner by the municipality responsible for the operator's performance.
- **Operating Costs:** The title owner will cover routine operating costs (maintenance, insurance) and will bill the other municipalities on a regular basis (quarterly or annually). Routine operating and maintenance costs other than fuel will be pro rated based on the miles of sewer. (See attachment A) Fuel will be provided by the municipality using the equipment; each Participating Municipality agrees to take the equipment

full and return it full. Should the equipment be returned not full, the last user shall be billed for the cost of fuel and it shall be paid within 30 days.

- **Operator Proficiency:** Each Participating Municipality shall be responsible for ensuring that its staff assigned to the equipment in that municipality is competent to use that equipment and for addressing staff performance issues under the municipalities personnel policies should the equipment be misused or damaged by an operator in that municipality.
- **Scheduling Use:** Scheduling will be coordinated between the Department Heads from each Participating Municipality.
- **Municipal Participation:** Any vote regarding financial issues shall be based upon the Prorata share as set forth in schedule A; any vote regarding operating issues shall be based upon each participating Municipality having one (1) vote.
- **Lending of Equipment:** Any request for use by a Non-Participating Municipality shall be approved by a majority vote of the Participating Municipalities as an operator issue Any Non-Participating Municipality shall be bound by the terms of this agreement during use of the equipment.

5. This Equipment Purchase / Sharing Agreement shall remain in effect for five (5) years, with the first year beginning on \_\_\_\_\_, 2014 and the last year expiring on \_\_\_\_\_, 2019.

6. Disputes arising from the operation or interpretation of this Equipment Purchase / Sharing Agreement that cannot be resolved by the Participating Municipalities may be submitted to non-binding mediation by the disagreeing Municipality.

7. The Chief Executive Officer of each Participating Municipality, pursuant to each Participating Municipalities Rules and Regulations, is hereby authorized to execute this Equipment Purchase / Sharing Agreement.

8. This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by all parties.

9. If any clause, provision, subsection, section or article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provisions, section or article which shall, to the greatest extent legally permissible, effect the intent of the parties therein. The invalidity of such clause, provision, subsection, section or article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

**THEREFORE**, each Participating Municipality has duly approved and caused to be executed this Equipment Purchase / Sharing Agreement on the dates set forth below, to be effective for the year commencing on \_\_\_\_\_, 2014.

**TOWN OF CORTLANDVILLE**

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CITY OF CORTLAND**

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

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

**VILLAGE OF HOMER**

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

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

**VILLAGE OF MCGRAW**

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

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

**VILLAGE OF MARATHON**

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

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

### Attachment A

The Town of Cortlandville, City of Cortland, Village of Homer, Village of Marathon and the Village of McGraw have entered into an agreement to purchase and share a sewer inspection camera jointly. The cost of the camera will be shared by each Municipality based on the miles of sewer within each Municipality's Jurisdiction.

#### Shared Cost for Equipment Purchase

*Cost of Camera / Total miles of sewer (all 5 municipalities) = Cost per mile x miles = municipalities share.*

#### Miles of Sewer:

Cortland ----- 50  
 Cortlandville -----31  
 Village of Homer ----- 19  
 Village of McGraw -----7  
 Village of Marathon -----6  
 Total Miles: 113

Approximate cost of Camera - \$87,733.00 / 113 = \$776.40 per mile

**Cortland - 50miles x \$776.40 = \$38,820.00      44%**

**Cortlandville- 31 miles x \$776.40 = \$24,068.40      27%**

**Village of Homer- 19 miles x \$776.40 = \$14,751.60      17%**

**Village of McGraw- 7 miles x \$776.40 = \$5,434.80      6%**

**Village of Marathon - 6 miles x \$776.40 = \$4,658.40      6%**

#### Shared Operating and Maintenance Cost Based on Miles of Sewer

Annual O/M Cost \$1,000.00 / 113 = 8.85 per mile

**Cortland - 50miles x \$8.85 = \$442.50**

**Cortlandville- 31 miles x \$8.85 = \$274.35**

**Village of Homer- 19 miles x \$8.85 = \$168.15**

**Village of McGraw- 7 miles x \$8.85 = \$61.95**

**Village of Marathon -6 miles x \$8.85 = \$53.10**

The annual O/M expense will not only serve for maintenance and repairs, it will also serve for purchasing additional sewer equipment based on need and mutual agreement between the participating municipalities.

If a purchase or repair becomes necessary and the O/M account does not contain sufficient funds to cover that expense, each municipality's share will be based on miles of sewer.

**EQUIPMENT PURCHASE / SHARING AGREEMENT  
SEWER INSPECTION CAMERA**

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Whereas, the undersigned municipalities have entered into an Equipment Purchase / Sharing Agreement for a Sewer Inspection Camera ("the Agreement"); and

Whereas, while all municipalities that are parties to the Agreement shall have use of the equipment covered by the Agreement, one municipality shall hold title to the equipment ("the title owner municipality"); and

Whereas, the Agreement requires that when a municipality uses the equipment, if not under the control of the Title owner, shall assume the care, custody and control of the equipment and shall defend, indemnify and hold all other participating municipalities harmless from any and all claims arising from the use of the covered equipment;

Now, Therefore, the Participating Municipalities hereby agree to the following hold harmless and indemnification provision which shall be incorporated into the Agreement as if fully set forth:

1. The terms used in this Hold Harmless and Indemnification Agreement shall have the same meaning as the terms used in the Agreement.
  
2. The Municipality with the care, custody and control of the equipment covered by the Agreement (hereinafter, the "Using Municipality"), shall defend, indemnify and hold harmless the title owner municipality and all of the Participating Municipalities including but not limited to their elected officials, their officers, employees and agents, from any and all suits, claims or any action of any kind whatsoever in any forum whatsoever whether in law or equity arising from personal injury or property damage brought by any person or entity whatsoever, arising from any act, error, or omission of Using Municipality or its employees, sub-contractors, agents and assigns, occurring during the Using Municipality's use of the equipment. The Using Municipality shall indemnify and defend the title owner municipality and the Participating Municipalities with respect to

negligence and the negligence of any and all of their employees, sub-contractors, agents and assigns, including, but not limited to elected officers, employees and agents, from any and all losses for liabilities resulting from any such claims, including but not limited to, damage awards, costs and attorneys fees.

3. For purposes of the Agreement and for this Hold Harmless and Indemnification Agreement, the use of the equipment shall begin when the Using Municipality takes possession of the equipment at the title owner's storage facility and shall end when the Using Municipality delivers the equipment back to the title owner's storage facility.

**TOWN OF CORTLANDVILLE**

**CITY OF CORTLAND**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**VILLAGE OF HOMER**

**VILLAGE OF MCGRAW**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**VILLAGE OF MARATHON**

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

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

mayorofc

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**From:** lawdept  
**Sent:** Monday, July 28, 2014 10:21 AM  
**To:** mayorofc  
**Cc:** Mack Cook; Brian Tobin

Please add to the agenda a public hearing (we will need Notice) for the City to abandoned property described as a portion of tax map # 87.69-01-20.000. Property located to the west of former Buckbee Mears property and south of City of Cortland property (DPW). See map attached.

**lawdept**

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**From:** Chris Bistocchi  
**Sent:** Monday, July 28, 2014 10:23 AM  
**To:** lawdept  
**Subject:** Parcel 87.69-01-20.000

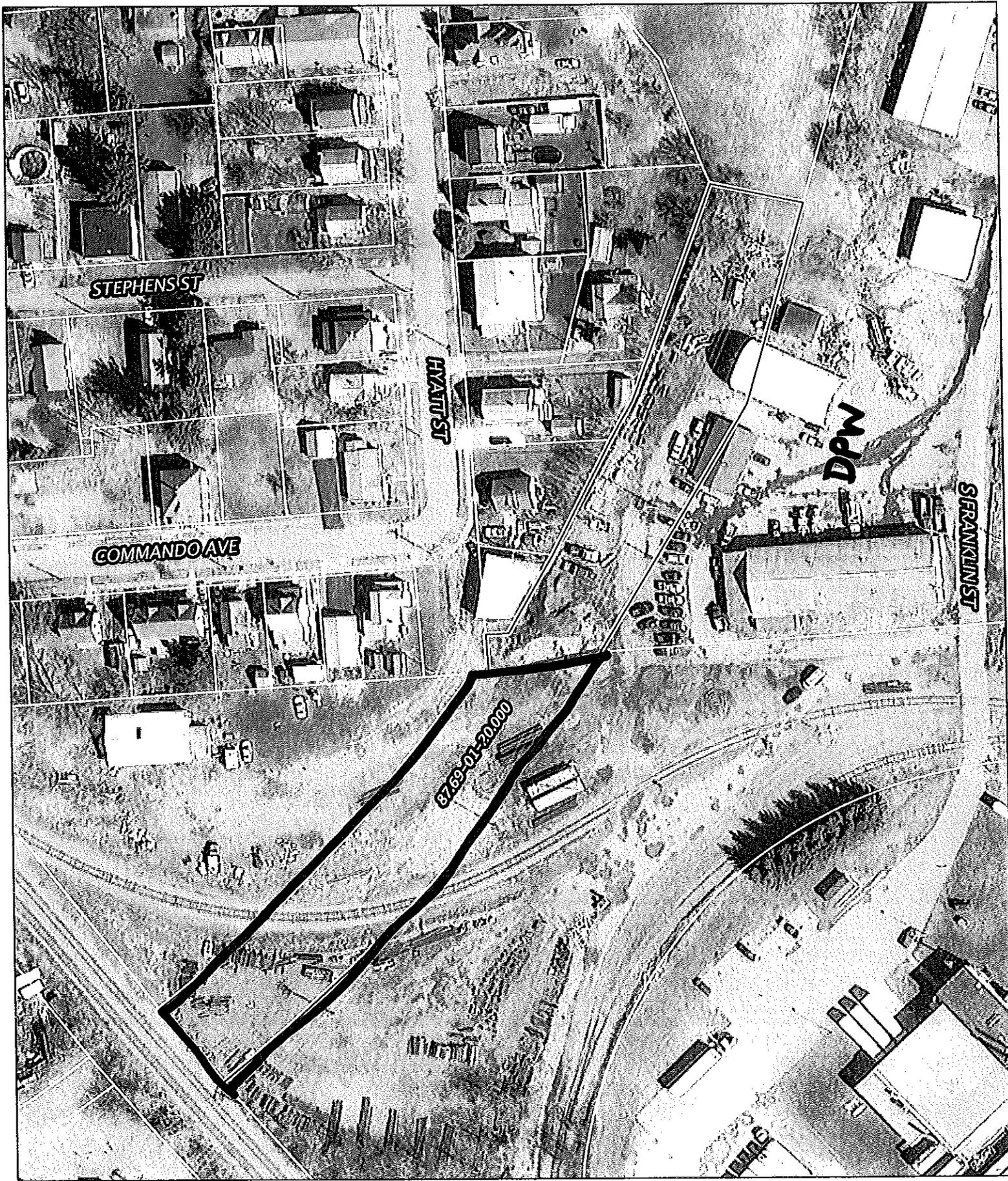
Ric

As per our conversation, the DPW has no use for the parcel in question. The railroad is now using it as a staging area for loading and unloading train cars, but once the Rosen site is complete those operations will be done at that location.

Any questions feel free to contact me,

ChrisB

7/28/2014



Cortland County  
Planning Department  
37 Church Street  
Cortland, NY 13045

87.69-01-20.000  
City of Cortland  
Cortland County, NY

