

**ENERGY IMPROVEMENT CORPORATION
MUNICIPAL AGREEMENT**

This Agreement made as of this __ day of _____, 20__ (the "Agreement"), by and between the City of Cortland (the "Municipality") and the Energy Improvement Corporation ("EIC") (both the Municipality and EIC may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), sets forth the duties and obligations of each Party in connection with the Municipality's participation in the Energize New York Benefit Finance Program (the "Program").

WHEREAS, EIC is a local development corporation duly formed under Section 1411 of the Not-For-Profit Corporation Law of the State of New York, for the purpose of promoting, facilitating and financing energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems (as such terms are defined in Section 119-ff of the General Municipal Law of the State of New York) (collectively, the "Energy Improvements") on properties within its Participating Municipalities (as defined below), thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government; and

WHEREAS, Participating Municipalities are those municipalities within the State of New York that have established by local law, pursuant to Article 5-L of the General Municipal Law of the State of New York, a sustainable energy loan program for the issuance of financing to the owners of real property located within the Participating Municipality to finance Energy Improvements, and have authorized EIC to act on behalf of the Participating Municipality to carry out the Program through, among other things, the issuance of financing to property owners within such Participating Municipality, and have met the minimum criteria established by EIC to admit new Participating Municipalities; and

WHEREAS, the Municipality adopted Local Law ____ on _____, 2014, pursuant to Article 5-L of the General Municipal Law of the State of New York, which Local Law also authorized EIC to act on its behalf in carrying out its Program;

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Duties of EIC

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

- a) Receive and review applications submitted by property owners within the Municipality for financing of Energy Improvements (“Property Owner(s)”), and approve or disapprove such applications in accordance with underwriting procedures and requirements established by EIC.
- b) Review the applications, energy assessments and scopes of work prepared for and by the Property Owners to establish the amount of financings to be approved pursuant to the requirements of the Program.
- c) Execute finance agreements (the “Finance Agreement”) by and between EIC (on behalf of the Municipality) and the Property Owners for financing of Energy Improvements, which shall set forth the terms and conditions for the disbursement and repayment of financing and the duties and obligations of each Property Owner and EIC with respect to the acquisition, construction and installation of Energy Improvements (upon execution of the Finance Agreement by the Property Owner and EIC, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property”). Copies of all executed Finance Agreements for all Benefited Properties within the Municipality shall be provided to the Municipality by EIC upon execution.
- d) Receive and review the certificates of completion submitted by the Property Owners of Benefited Properties (or the contractor hired by the owner of a Benefited Property) following installation or construction of Energy Improvements on such Benefited Property, and disburse funds to the Property Owner of the Benefited Property or his/her/its agent upon approval of such certificate in accordance with the terms of the Finance Agreement and the Program.
- e) Deliver to the Municipality an annual report (the “Annual Report”) three months prior to when Municipal Taxes are due which shall contain information related to each Benefited Property within the Municipality through the end of the immediately preceding calendar year, including:
 - i. A list of each newly approved Benefited Property for which the Property Owner or previous Property Owner of the Benefited Property executed a Finance Agreement within the annual time period covered by such report (for which a charge shall be added by the Municipality to its tax rolls in accordance with Paragraph 2b below). All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
 - ii. A list of each existing Benefited Property for which the Property Owner or previous Property Owner of such Benefited Property executed a Finance Agreement. All Benefited Properties shall be

Identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);

- iii. A list of each Benefited Property within the Municipality where all obligations under the Finance Agreement have been satisfied or paid in full during the calendar year including the satisfaction date and a copy of the notice of satisfaction;
 - iv. For each non-satisfied Benefited Property (including each newly approved Benefited Property):
 - a. the date of the Financing Agreement,
 - b. the notional amount of the financing,
 - c. the total principal balance and accrued interest outstanding,
 - d. the annual payment due to EIC (which shall include principal and accrued interest) associated with such Benefited Property (including the amount of accrued interest on the initial payment, if different);
 - v. the total annual payment due to EIC from all Benefited Properties in the Participating Municipality (which shall include principal and accrued interest), which shall be paid by the Municipality within thirty (30) days of the date upon which payment is due to the Municipality as part of the municipal tax bill in accordance with Paragraph 2(c) and the balance of any delinquent charge payment reported by the Municipality during the term of the Financing Agreement pursuant to Paragraph 2(d) and;
 - vi. All other information EIC may deem to be relevant to each Benefited Property within the Municipality.
- f) Create an account (the “EIC Trust Account”) held by a trustee that will accept payments from the Municipality made in accordance with Paragraph 2(d) below, and create a separate account (the “EIC Administrative Fee Account”) to receive the transfer of those funds deposited within the EIC Trust Account that constitute payment of EIC administrative fees;
 - g) Provide customer service by telephone to the Municipality during the hours of 9:00 a.m. through 5:00 p.m. Monday through Friday, Eastern Standard Time, excluding state and federal holidays;
 - h) Upon EIC’s receipt of payment in full under a particular Finance Agreement, send a letter of satisfaction by email to the Municipality notifying it that such Property Owner or subsequent owner of the Benefited Property has satisfied his/her/its obligations under the terms of the Financing Agreement;

2. Duties of the Municipality

It is understood by the Parties that the Municipality will be responsible for the performance of the following duties:

- a) Maintain copies received from EIC of each Finance Agreement for a Benefited Property throughout the term of the Finance Agreement relating to such Benefited Property, which shall be maintained until all obligations of the owner of such Benefited Property that are set forth in the Finance Agreement have been satisfied.
- b) Within thirty (30) days of receipt of the Annual Report, add a charge to its tax rolls for each newly approved Benefited Property listed therein, and include such charge in the next ensuing tax levy so that such charge shall be included on and due in the same manner and at the same time and in the same installments as the municipal taxes on real property are due within the Municipality and shall become delinquent at the same times, shall bear the same penalties and interest after delinquency, and shall be subject to the same provisions for redemption and sale as the general municipal taxes on real property of the Municipality.
- c) Within thirty (30) days of the due date of the municipal taxes, including the charge pursuant to a Finance Agreement, remit payment to the EIC Trust Account in the amount equaling the total annual payments due to EIC from each Benefited Property within the Municipality, regardless of whether the Municipality actually has received such payments from the owner of the Benefited Property. Failure to deliver payments to EIC would be considered an event of default hereunder.
- d) Deliver to EIC an annual delinquency report (the "Delinquency Report") no later than (90) days after the due date for the municipal taxes, including the charge, which shall: (i) list each Benefited Property that is delinquent in charge payments owed for such Benefited Property, (ii) provide the amount owed to the Municipality by the owner of such Benefited Property (including penalties and interest on delinquent charge payments), and (iii) outline the steps taken or to be taken and progress made in recovering delinquent charge payments from the owner of such Benefited Property.
- e) Make all reasonable efforts to assist EIC in carrying out the Program within the Municipality.

3. Program Modification

The Municipality may modify the Program by limiting the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the Municipality. The Municipality shall provide written notice to

ETC of such proposed modification. The proposed modification shall only become effective upon written approval from ETC provided to the Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

4. Non – Payment

- a) Failure of a Participating Municipality to deliver payments to ETC within thirty (30) days of when due shall be considered an event of default and ETC shall be entitled to pursue any one or more of the remedies set forth below.
- b) No Participating Municipality shall be responsible for the deficient payment of another Participating Municipality.

5. Terms of Membership

The Municipality understands and agrees that membership in ETC is at the discretion of the Board of Directors of ETC and is conditional upon satisfying the membership criteria established by the ETC Board, as may be amended from time to time at the sole discretion of the Board, as well as compliance with the terms of the By-Laws of ETC. If a Participating Municipality's bond credit rating drops below "A" as rated by Standard and Poors and/or "A2" as rated by Moodys and/or "A" by Fitch Ratings Service, ETC will no longer provide financings to Properties within such Municipality.

6.

Reserve Funds and Permanent Loss

- (a) ETC shall maintain one or more reserve funds (each a "Reserve Fund", collectively, the "Reserve Funds") to protect and compensate ETC, Participating Municipalities, lenders of funds to ETC, and other third parties approved by ETC against potential losses, including without limitation losses suffered by a Participating Municipality resulting from defaulted charge payments only in the event of a Permanent Loss (defined below) with respect to a Benefited Property. Certain Reserve Funds may be restricted in that they may only be used in conjunction with financings made to properties located within one or more designated Participating Municipalities. All Reserve Funds will be held at a bank or trust company located and authorized to do business in NYS. Reserve Funds will be invested in accordance with the investment guidelines approved by ETC (the "Investment Guidelines") as may be amended from time to time.
- (b) ETC reserves the right to refuse to make a financing to a property located within a Member Municipality in the event ETC determines, in its sole discretion, that there are inadequate reserve funds.
- (c) A loss shall not be deemed a permanent loss until the Participating Municipality has exhausted all remedies at law in an effort to collect the defaulted charge payments, including but not limited to the redemption and sale of the Benefited

Property where the proceeds are not sufficient to recover all amounts paid by the Municipality to ETC after the proceeds of such sale have been proportionately applied to all amounts owed to the Municipality at the time of such sale as a result of the non-payment of taxes ("Permanent Loss") . In order to collect from the Reserve Fund in the event of a Permanent Loss, the Municipality must provide ETC with all documentation as may be reasonably requested by ETC to document such Permanent Loss and must not be in default to ETC, including having made all payments to ETC when due.

7. Remedies Upon Default

Should the Municipality default in any of its obligations hereunder, including but not limited to failure to make payments to ETC as required hereunder, ETC shall be entitled to any remedy it may have at law and as set forth below. ETC may utilize any one or all of these remedies at ETC's sole discretion.

- a) If the Municipality fails to make a required payment to ETC and the Municipality collects penalties or interest from the Property Owner for late payment, the Municipality shall pay to ETC all such penalties or interest attributable to the charge collected by the Municipality on behalf of ETC.
- b) ETC shall have the right to discontinue providing any new financings to Properties located within the Municipality.
- c) ETC may suspend the Municipality's membership in ETC.

8. Formation; Authority

Each Party represents and warrants to the other that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third party is required for either Party's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of each Party has been and is duly authorized to bind his/her respective Party.

9 No Violation or Litigation

The performance by each Party of its respective obligations contained in this Agreement will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument or any law, regulation or ordinance by which the Party is bound. There is no litigation, action, proceeding, investigation or other dispute pending or threatened against either Party which may impair its ability to perform its respective

duties and obligations hereunder.

10. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:
Thomas Bregman
Energy Improvement Corporation
321 Bedford Rd,
Bedford Hills, NY 10536

Joseph Del Sindaco
Energy Improvement Corporation
321 Bedford Rd,
Bedford Hills, NY 10536

Attention: Tom Bregman
Joseph Del Sindaco

E-mail: tom@energizeny.org
Treasurer@energizeny.org

With a copy to:

James Staudt, Esq.
McCullough, Goldberger & Staudt, LLP
1311 Mamaroneck Avenue, Suite 340
White Plains, N.Y. 10605
E-mail: jstaudt@mgslawyers.com

City of Cortland
Office of Clerk
25 Court Street
Cortland, NY 13045

With a copy to:

Office of Corporate Counsel
25 Court Street
Cortland, NY 13045

Either Party hereto may change its address for purposes of this paragraph by providing written notice to the other party in the manner provided above.

11. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: _____, 2014

Energy Improvement Corporation

By: _____

PRINT NAME:

Date: _____, 2014

City of Cortland:

By: _____

PRINT NAME:

PROPERTY AND BUILDING NUISANCE REFORM LAW

ARTICLE I: General Provisions

§ 1. Findings and purpose.

The City of Cortland Council finds that a public nuisance exist in the City of Cortland in the operation of certain commercial establishments and the use or alteration of residential and commercial property, in flagrant violation of the building code, zoning regulations, health laws, multiple dwelling law, penal laws regulating obscenity, prostitution and related conduct, gambling, controlled substances and dangerous drugs, and possession of stolen property and licensing laws. All of these interfere with the interest of the public in property values, public health, safety and welfare and the quality of life and community environment. The Council further finds that the continued occurrence of such activities and violations is detrimental to the health, safety and welfare of the people of the City of Cortland and of the businesses thereof and visitors thereto. It is the purpose of the Council to create one standardized procedure for securing legal and equitable remedies relating to the subject matter encompassed by this chapter, without prejudice to the use of procedures available under existing and subsequently enacted laws, and to strengthen existing laws on the subject.

§ 2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

- A. **ADVERSE IMPACT:** Includes, but is not limited to, the following: any search warrants served on the property where controlled substances and/or weapons were seized; investigative purchases of controlled substances on or near the property by law enforcement agencies or their agents; arrests for violations of controlled substance laws and/or possession of weapons; loitering for the purpose of engaging in illegal activity; an increase in the volume of traffic associated with property; complaints made to law enforcement officials of illegal activity associated with the property; and finding of illegal weapons, as defined in § 265.00 of the Penal Law, or controlled substances, as defined in Article 220 and 221 of the Penal Law, on or near property by law enforcement officials and their agents.
- B. **BUILDING:** A structure where space is covered or enclosed for the use, shelter, storage or protection of persons, animals, chattel or property of any kind and which is permanently affixed to the land.
- C. **BUILDING, ACCESSORY:** A building subordinate to the principal building on the lot and used for purposes which are clearly related but incidental to that of said principal building.
- D. **BUILDING, OFFICE:** A building or portion thereof utilized to accommodate the activities of a business.
- E. **BUSINESS:** An activity, occupation, employment or enterprise which requires time, attention, labor and material and wherein merchandise is exhibited or sold or services offered.

- F. CONVICTION: The entry of a plea of guilty to or a verdict of guilty upon an accusatory instrument or to one or more counts of such instrument.
- G. KNOWLEDGE OF PUBLIC NUISANCE: The presumption of knowledge by Subdivision 1 of §235.10 of the Penal Law shall be applicable to this chapter. Notice, by mail or personal service, of activities entailing a public nuisance to the property owner of record shall be evidence of knowledge of the public nuisance.
- H. LOT: A parcel of land with or without buildings or structures delineated by lot line and having access to a street as defined in this chapter.
- I. PENAL LAW: The New York State Penal Law.
- J. PUBLIC NUISANCE: Includes but is not limited to:
 - (1) Any building, accessory building, business office, lot or yard used for the purpose of:
 - i. Illegal drug use, possession or distribution and/or loitering for the purpose of unlawfully using or possessing controlled substances as defined in Articles 220 and 221 and §240.36 of the Penal Law.
 - ii. Prostitution as defined in §230.00 of the Penal Law and loitering for the purposes set forth in §240.37 of the Penal Law.
 - iii. Loitering as defined in §240.35 of the Penal Law.
 - iv. Obscene performances and/or promotion of obscene material as defined in Article 235 of the Penal Law.
 - v. A business, activity or enterprise which is not licensed as required by federal, state or local law and/or ordinance.
 - vi. Unlawful activities described in §123 of the Alcohol Beverage Control Law (unlawful sale, manufacture or consumption).
 - vii. Gambling activities described in Article 225 of the Penal Law.
 - viii. Animal fighting as defined in §351 of the Agriculture and Markets Law of the State of New York.
 - ix. Occupancy as defined by the City Charter.
 - (2) Any building, accessory building, business office, lot or yard used for the purpose of, or to aid in, the commission of a violation of Article 265 of the Penal Law (firearms and dangerous weapons).
 - (3) Any building, accessory building, business office, lot or yard wherein:
 - i. There exists or is occurring a violation of Chapter 300 of the City Code (“Zoning”), or other provision of the fire, property maintenance or unsafe building provisions of the City Code or New York State Uniform Fire Prevention and Building Code.
 - ii. There is or has occurred a criminal nuisance as defined in §§240.45 and 240.46 of the Penal Law.
 - iii. There is or has occurred a violation of the provisions of §§165.40, 164.45, 165.50 (criminal possession of stolen property), 170.65 (forgery of vehicle identification number), 170.70 (illegal possession of vehicle identification number) and 175.10 (falsifying business

receipts) of the Penal Law and of §415-a (vehicle dismantlers) of the Vehicle and Traffic Law.

- K. TESTIMONY: Oral, written or other documented evidence tending to show or prove the truth of the matter asserted.
- L. VIOLATION: Conduct, or evidence of conduct, prohibited under this chapter. A violation does not require criminal prosecution and conviction but only a preponderance of evidence that the prohibited conduct is occurring or has occurred. Evidence of prohibited conduct may include, but is not limited to, police reports, investigative reports, execution of search warrants, results of police surveillance, arrest and/or conviction of local and state and federal laws, activities associated with trafficking of controlled substances on or near the property and/or increased volume of traffic associated with the property.
- M. YARD: An open area on a lot which is open to the sky that is unoccupied by a land use or activity.

§3. Evidence and presumptions.

- A. Evidence. In any action under this section, evidence of the common fame and general reputation of the building, structure or place, of the inhabitants or occupants thereof, or of those resorting thereto, shall be competent evidence to prove the existence of a property or building nuisance.
- B. Scienter. If evidence of the general reputation of the building, structure or place, or of the inhabitants or occupants thereof, is sufficient to establish the existence of the nuisance, it shall be prima facie evidence of knowledge thereof and part of the owners, lessors, lessees and all those in possession of or having charge of, as agent or otherwise, or having any interest in any form in the property, real or personal, used in conducting or maintaining property or building nuisance.
- C. Presumptions.
 - (1) Any building, accessory building, business office, lot or yard wherein within the period of two years prior to the commencement of a proceeding under this chapter there have occurred two or more convictions, as defined in § 2 on the part of the lessees, owners, operators or occupants of the provisions of this chapter, as defined in § 2 of this article, shall be prima facie evidence that a public nuisance exists at said location.
 - (2) Any building, accessory building, business office, lot or yard wherein within the two-year period prior to the commencement of a proceeding under this chapter there have occurred four or more violations on the part of the lessees, owners, operators or occupants of the provisions of this chapter, as defined in § 2 of this article, shall be prima facie evidence that a public nuisance exists at said location.
 - (3) Any building, accessory building, business office, lot or yard wherein within the period of two years prior to the commencement of an action under this chapter there has been presented a preponderance of evidence of repeated

criminal activity which has an adverse impact, as defined in § 2 of this article, on such property or neighborhood shall be prima facie evidence that a public nuisance exists at said location.

§4. Types of relief; special proceeding; enforcement.

- A. The City Attorney shall bring and maintain a civil proceeding in the name of the City for the following types of relief:
 - (1) Permanent injunction.
 - (2) Temporary closing order.
 - (3) Temporary restraining order.
 - (4) Temporary injunction.
 - (5) Civil penalties.
- B. The notice. The City Attorney shall name as defendants the building, describing it by tax map number and/or street address, and at least one of the owners of some part of or interest in the property.
- C. The petition.
 - (1) The City Attorney shall bring and maintain a civil special proceeding in the name of the City of Cortland in the Supreme Court of Cortland County, or any other court of competent jurisdiction, to permanently enjoin the public nuisance and the persons conducting, maintaining or permitting the public nuisance, as defined in § 2 of this chapter, from further conducting, maintaining or permitting the public nuisance in the manner provided in this article. The owner, operator and/or lessee of a building, structure or place wherein the public nuisance is being conducted, maintained or permitted may be made defendants in the action.
 - (2) The existence of an adequate remedy at law shall not prevent the granting of temporary or permanent relief pursuant to this chapter.
 - (3) The petition shall allege the facts constituting the nuisance and name as defendants the building, structure or place wherein the nuisance is being conducted, maintained or permitted, by describing it by tax map number or street address, and at least one of the owners who possesses some part of or an interest in the property.
 - (4) Any petition filed under this chapter shall be verified or accompanied by an affidavit(s) for purposes of showing that the owner or his/her agent has notice of the nuisance and has had an opportunity to abate the nuisance.
 - (5) The petition shall contain a description of the attempts by the applicant to notify and locate the owner of the property and/or the owner's agent.
 - (6) The petition shall describe the adverse impact associated with the property on the surrounding neighborhood.
- D. In rem jurisdiction over building, structure or place. In rem jurisdiction shall be complete over the building, structure or place wherein the public nuisance is being conducted, maintained or permitted by affixing the notice and petition to the door of the building, structure or place, and by mailing the notice and petition by certified or

registered mail, return receipt requested, and by first class mail, to one of the owners who possesses some part of or an interest in the property. Proof of service shall be filled within two days thereafter with a clerk of the court designated in the summons. Service shall be complete upon such filing.

- E. Service of notice and petition on other defendants. A defendant(s) other than the building, structure or place wherein a public nuisance is being conducted, maintained or permitted shall be served with the petition as provided in the Civil Practice Law and Rules.
- F. Notice of pendency. With respect to any proceeding commenced or to be commenced pursuant to this chapter, the City Attorney may file a notice of pendency pursuant to the provisions of Article 65 of the Civil practice Law and Rules.
- G. Presumption of ownership. The owner of the real estate affected by the action shall be presumed to be the person in whose name the real estate is recorded in the office of the City of Cortland Assessor and/or the office of the clerk of the County of Cortland.
- H. Presumption of employment or agency. Whenever there is testimony that a person was the manager, operator, supervisor or in any other way in charge of the premises at the time a public nuisance was being conducted, maintained or permitted, such evidence shall be presumptive that he or she was an agent or employee of the owner or lessee of the building, structure or place considered to be a nuisance.
- I. Penalty. If, upon the trial of an action under this chapter, or upon a motion for summary judgment in a proceeding under this chapter, a finding is made that the defendant(s) has conducted, maintained or permitted a nuisance defined in this chapter, a penalty may be awarded in an amount not to exceed \$1,000 for each day it is found that the defendant conducted, maintained or permitted the public nuisance after notice to abate was given by the City. In addition, the defendant(s) shall be liable for the costs of the City in bringing the proceeding, including reasonable attorneys' fees and other litigation expenses. Upon recovery such penalty shall be paid into the general fund of the City of Cortland.
- J. Enforcement. A judgment pursuant to this chapter shall be enforced by the local law enforcement with jurisdiction and the office of the City Attorney.

§ 5. Judgment awarding permanent injunction.

- A. A judgment awarding a permanent injunction, pursuant to this chapter, may direct the Local Law Enforcement to seize and remove from the building, structure or place any and all material, equipment and instrumentalities used in the creation and maintenance of the public nuisance and shall direct the sale by the Local Law Enforcement of such property in the manner provided for the sale of personal property under execution pursuant to the provisions of the Civil Practice Law and Rules. The net proceeds of any such sale, after deduction of the lawful expenses involved, shall be paid into the general fund of the City.
- B. A judgment awarding a permanent injunction pursuant to this chapter may authorize agents of the City to forthwith remove and correct construction and structural

alterations in violation of the applicable building and other codes. Any and all costs associated with these repairs or alterations shall become a lien against said property and shall have priority before any mortgage or other lien that exists prior to such filing, except tax and assessment liens and any nuisance abatement lien.

- C. A judgment awarding a permanent injunction, pursuant to this chapter, may direct the closing of the building, structure or place by the Local Law Enforcement, to the extent necessary to abate the nuisance, and shall direct the Local Law Enforcement to post a copy of the judgment and a printed notice of such closing conforming to the requirements of § 5-H. Mutilation or removal of such a posted judgment or notice, while it remains in force, in addition to any other punishment prescribed by law, shall be punishable on conviction by a fine of not more than \$250 or by imprisonment not exceeding 15 days, or by both, provided that such judgment contains therein a notice of such penalty.
- D. The closing directed by the judgment shall be for such period as the court may direct, but in no event shall the closing be for a period of more than one year from the posting of the judgment provided for this section. If the owner shall file a bond in the value of the property ordered to be closed and submit proof to the court that the nuisance has been abated and will not be created, maintained or permitted for such period of time as the building, structure or place has been directed to be closed in the judgment, the court may vacate the provisions of the judgment that directed the closing of the building, structure or place.
- E. A closing by the local law enforcement pursuant to this section shall not constitute an act of possession, ownership or control by the local law enforcement of the closed premises.
- F. Intentional disobedience or resistance to any provision of a judgment awarding a permanent injunction pursuant to this chapter, in addition to any other punishment prescribed by law, shall be punishable by a fine of not more than \$1,000 or by imprisonment not exceeding six months, or by both.
- G. Upon the request of the City Attorney or the Mayor, or local law enforcement with jurisdiction shall assist in the enforcement of a judgment awarding a permanent injunction entered in an action brought pursuant to this chapter.
- H. A judgment rendered awarding a permanent injunction pursuant to this chapter shall be and become a lien upon the building, structure or place named in the petition in such action, such lien to date from the time of filing a notice of liens pending in the office of the clerk of the county wherein the building, structure or place is located. Every such nuisance abatement lien shall have priority before any mortgage or other lien that exists prior to such filing, except tax and assessment liens.
- I. A judgment awarding a permanent injunction pursuant to this chapter shall provide, in addition to the costs and disbursements allowed by the Civil Practice Law and Rules, upon satisfactory proof, by affidavit or such other evidence as may be submitted, the actual costs, expenses and disbursements of the City in investigating, bringing and maintaining the action, including reasonable attorneys' fees and litigation expenses.

§ 6. Preliminary injunction.

A. Generally.

- (1) Pending an action for a permanent injunction as provided for in this chapter, the court may grant a preliminary injunction enjoining a public nuisance within the scope of this chapter and the person or persons conducting, maintaining or permitting the public nuisance from further conducting, maintaining or permitting the public nuisance. An order granting the preliminary injunction shall direct a trial of the issues at the earliest possible time. Where preliminary injunction has been granted, the court shall render a decision with respect to a permanent injunction at its earliest convenience after the conclusion of the trial. A temporary closing order may be granted pending a hearing for a preliminary injunction where it appears by clear and convincing evidence that a nuisance within the scope of this chapter is being conducted, maintained or permitted and that the public health, safety or welfare immediately requires the granting of a temporary closing order. A temporary restraining order may be granted pending a hearing for a preliminary injunction where it appears by clear and convincing evidence that a nuisance within the scope of this chapter is being conducted, maintained or permitted.
- (2) Enforcement of preliminary injunction. A preliminary injunction shall be enforced by the City Attorney and the local law enforcement with jurisdiction.
- (3) Preliminary injunctions; inventory; closing of premises; posting of order and notices; offenses. If the court grants a preliminary injunction, the provisions of this article shall be applicable.

B. Motion papers for preliminary injunction. The City Attorney shall show, by affidavit and such other evidence as may be submitted, that there is a cause of action for a permanent injunction abating a nuisance within the scope of this chapter.

C. Temporary closing order.

- (1) If, on a motion for a preliminary injunction pursuant to this section, the City Attorney shall show, by clear and convincing evidence, that a nuisance within the scope of this chapter is being conducted, maintained or permitted and that the public health, safety or welfare immediately requires a temporary closing order, a temporary order closing such part of the building, structure or place wherein the nuisance is being conducted, maintained or permitted may be granted without notice, pending order of the court granting or refusing the preliminary injunction and until further order of the court. Upon granting a temporary closing order, the court shall direct the holding of a hearing for a preliminary injunction shall be rendered by the court at the earliest possible time.
- (2) Service of temporary closing order. Unless the court orders otherwise, a temporary closing order, together with the papers upon which it was based and a notice of hearing for the preliminary injunction, shall be personally served in the same manner as a summons as provided in the Civil Practice Law and Rules.

D. Temporary restraining order.

- (1) A temporary restraining order may be granted pending a hearing for preliminary injunction where it appears by clear and convincing evidence that a public nuisance within the scope of this chapter is being conducted, maintained or permitted and that the public health, safety or welfare immediately requires the granting of a temporary restraining order. This order shall restrain the defendants and all other persons from removing or transferring off the property or in any manner interfering with the fixtures and movable property used in conducting, maintaining or permitting the public nuisance and from further conducting, maintaining or permitting the public nuisance. Upon granting a temporary restraining order, the court shall direct the holding of a hearing for the preliminary injunction.
- (2) Service of temporary restraining order. Unless the court orders otherwise, a temporary restraining order and the papers upon which it was based and a notice of hearing for the preliminary injunction shall be personally served in the same manner as a summons as provided in the Civil Practice Law and Rules.

E. Temporary closing order; temporary restraining order.

- (1) If, on motion for a preliminary injunction, the City Attorney submits evidence warranting both a temporary closing order and a temporary restraining order, the court shall grant both orders.
- (2) Enforcement of temporary closing orders and temporary restraining orders. Temporary closing orders and temporary restraining orders shall be enforced by the City Attorney and the Cortland County Local Law Enforcement's Department or other law enforcement officer or agency with jurisdiction.

F. Inventory upon service of temporary closing orders and temporary restraining orders. The officers serving a temporary restraining order shall forthwith make and return to the court an inventory of personal property situated in and used in conducting, maintaining or permitting a public nuisance within the scope of this chapter and shall enter upon the building, structure or place for such purpose. Such inventory shall be taken in any manner which is deemed likely to evidence a true and accurate representation of the personal property subject to such inventory, including but not limited to photographing such personal property.

G. Closing of premises pursuant to temporary closing orders and temporary restraining orders. The officers servicing a temporary restraining order shall, upon service of order, command all persons present in the building, structure or place to vacate the premises forthwith. Upon the building, structure or place being vacated, the premises shall be securely locked and all keys delivered to the officers serving the order, who thereafter shall deliver the keys to the fee owner, lessor or lessee of the building, structure or place involved. If the fee owner, lessor or lessee is not at the building, structure or place when the order is being executed, the officers shall securely padlock the premises and retain the keys until the fee owner, lessor or lessee of the building is ascertained, at which time the officers shall deliver the keys to such owner, lessor or lessee, if such individual resides within Cortland County.

H. Posting of temporary closing orders and temporary restraining orders.

- (1) Upon service of a temporary restraining order, the officer shall post a copy thereof in a conspicuous place or upon one or more of the principal doors at entrances of such premises where the public nuisance is being conducted, maintained or permitted. In addition, where a temporary restraining order has been granted, the officers shall affix, in a conspicuous place or upon one or more of the principal doors at entrances of such premises, a printed notice that shall state that certain described activity is prohibited by court order and that removal of property is prohibited by court order.
- (2) If the temporary restraining order directs that the premises are to be closed by court order, the notice shall contain the legend "Closed by Court Order" in block lettering of sufficient size to be observed by anyone intending or likely to enter the premises, the date of the order, the court from which issued and the name of the office or agency posting the notice.
- (3) Mutilation or removal of such a posted order or such a posted notice, while it remains in force, in addition to any other punishment prescribed by law, shall be punishable, on conviction, by a fine of not more than \$1,000 or by imprisonment not exceeding 90 days, or by both, provided that such order or notice contains therein a notice of such penalty.
- (4) The local law enforcement with jurisdiction shall, upon the request of the City Attorney, or upon the direction of the Supervisor, assist in the enforcement of this subsection.

I. Intentional disobedience of or resistance to temporary restraining order and permanent injunction. Intentional disobedience of, or resistance to, a temporary restraining order, in addition to any other punishment prescribed by law, shall be punishable on conviction by a fine of not more than \$1,000 or by imprisonment not exceeding six months, or by both.

J. Temporary restraining order or preliminary injunction bond required. A temporary restraining order or preliminary injunction shall not issue under this chapter except upon the giving of a bond or security by the applicant, in the amount of \$1,000, for the payment of such costs and damages as may be incurred or suffered by any party who is found to be wrongfully restrained or enjoined. A bond or security shall not be required of the State of New York, municipal corporations or political subdivisions of the State of New York.

§ 7. Temporary restraining order; defendant's remedies.

- A. A temporary restraining order shall be vacated upon notice of the City Attorney if the defendant shows by affidavit and such other proof as may be submitted that the public nuisance within the scope of this chapter has been abated. An order vacating a temporary closing order or a temporary restraining order shall include a provision authorizing agencies of the City to inspect the building, structure or place which is the subject of an action pursuant to this chapter periodically, without notice, during the pendency of the action, for the purpose of ascertaining whether or not the public

nuisance has been resumed. Intentional disobedience of, or resistance to, an inspection provision of an order vacating a temporary restraining order, in addition to any other punishment prescribed by law, shall be punishable, on conviction, by a fine of not more than \$1,000 or by imprisonment not exceeding six months, or by both. The local law enforcement with jurisdiction shall, upon the request of the City Attorney, or upon the direction of the Supervisor, assist in the enforcement of an inspection provision of an order vacating a temporary restraining order.

- B. A temporary restraining order may be vacated by the court, upon notice to the City Attorney, when the defendant gives an undertaking and the court is satisfied that the public health, safety or welfare will be protected adequately during the pendency of the action. The undertaking shall be in an amount equal to the assessed valuation of the building, structure or place where the public nuisance is being conducted, maintained or permitted or in such other amount as may be fixed by the court. The defendant shall pay to the City, in the event that a judgment of permanent injunction is obtained, its actual costs, expenses and disbursements in investigating, bringing and maintaining the action, including reasonable attorneys' fees and litigation expenses.
- C. Vacating a temporary injunction or a temporary restraining order. When the defendant gives an undertaking in the amount of the civil penalty demanded in the complaint, together with costs, disbursements and projected annual costs of the prosecution of the action to be determined by the court, upon a motion on notice to the City Attorney, a temporary injunction or a temporary restraining order shall be vacated by the court. The provisions of the Civil Practice Law and Rules governing undertakings shall be applicable to this chapter.

§ 8. Preliminary injunction of bulk transfer.

- A. Generally, pending an action pursuant to this chapter, the court may grant a preliminary injunction enjoining a defendant from making a bulk transfer, as defined as this section.
- B. If, on a motion for a preliminary injunction against a bulk transfer, the City Attorney shall show by clear and convincing evidence that a public nuisance within the scope of this chapter is being conducted, maintained or permitted, a temporary restraining order may be granted, without notice, restraining the defendants and all persons from making or permitting a bulk transfer, as defined in this section, pending order of the court granting or refusing the preliminary injunction and until further order of the court. Application for a temporary restraining order shall be made pursuant to § 7.
- C. "Bulk transfer" defined. A bulk transfer is any transfer of a major part of materials, supplies, merchandise or other inventory or equipment of the transferor in the building, structure or place where the public nuisance is being conducted, maintained or permitted that is not in the ordinary course of the transferor's business.
- D. Enforcement of preliminary injunction. A preliminary injunction shall be enforced by the local enforcement with jurisdiction.
- E. Preliminary injunction. If the court grants a preliminary injunction, the provisions of § 6 of this article shall be applicable.

§ 9. Temporary receiver.

- A. Appointment, duration and removal. In any action wherein the petition alleges that the nuisance is being conducted or maintained in the residential portions of any home, residence or sleeping place of one or more human beings, the court may, upon motion on notice by the plaintiff, appoint a temporary receiver to manage and operate the property during the pendency of any action, in lieu of a temporary closing order. A temporary receivership shall not continue after final judgment unless otherwise directed by the court. Upon the motion of any party, including the temporary receiver, or on its own initiative the appointing court may remove a temporary receiver at any time.
- B. Powers and duties. The temporary receiver shall have such powers and duties as the court shall direct, including but not limited to collecting and holding all rents due from all tenants, leasing or renting portions of the building or structure, making or authorizing other persons to make necessary repairs or to maintain the property, hiring security or other personnel necessary for the safe and proper operation of a dwelling, prosecuting or defending suits flowing from his or her management of the property and retaining counsel therefor, and expending funds from the collected rents in furtherance of the foregoing powers.
- C. Oath. A temporary receiver, before entering upon his or her duties, shall be sworn or shall affirm faithfully and fairly to discharge the trust committed to such receiver. The oath or affirmation may be waived upon consent of all parties.
- D. Undertaking. A temporary receiver shall give an undertaking in an amount to be fixed by the court making the appointment that such receiver will faithfully discharge his or her duties.
- E. Accounts. A temporary receiver shall keep written accounts itemizing receipts and expenditures and describing the property and naming the depository of receivership funds, which shall be open to inspection by any person having an apparent interest in the property. Upon motion of the temporary receiver, or of any person having an apparent interest in the property, the court may require the keeping of particular records, or direct or limit inspection, or require presentation of a temporary receiver's accounts. Notice of motion for the presentation of a temporary receiver's accounts shall be served upon the sureties on the temporary receiver's undertaking as well as upon each party.
- F. Receiver's fees. The owner(s) of, or party(ies) responsible for, the subject property shall be responsible for any fees of the receiver, and the City shall be entitled to recover from them such receiver's fees.

§ 10. Nonexclusivity.

This chapter shall not be construed to exclude any other remedy provided by law for the protection of the health, safety and welfare of the people of the City of Cortland.

LOCAL LAW NO. # 2014

**A LOCAL LAW TO ESTABLISH A SUSTAINABLE ENERGY
LOAN PROGRAM IN THE CITY OF CORTLAND**

Be it enacted by the City of Cortland of the County of Cortland as follows:

Section 1. The Code of the City of Cortland (City) is hereby amended by adding a new Chapter _____, entitled “Energize NY Benefit Financing Program,” to read as follows:

ARTICLE I

§1. Legislative findings, intent and purpose, authority.

- A. It is the policy of both the City of Cortland and the State of New York to achieve energy efficiency and renewable energy goals, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The City of Cortland finds that it can fulfill this policy by providing property assessed clean energy financing to property owners for the installation of renewable energy systems and energy efficiency measures. This chapter establishes a program that will allow the Energy Improvement Corporation (“EIC”), a local development corporation, acting on behalf of the City of Cortland, to make funds available to qualified property owners that will be repaid by such property owners through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this chapter and fulfilling an important public purpose.
- B. The City of Cortland is authorized to implement this Energize NY Benefit Financing Program pursuant to Article 5-L of the New York General Municipal Law.
- C. This chapter shall be known and may be cited as the “Energize NY Benefit Financing Program Law of the City of Cortland”.

§2. Definitions

For purposes of this chapter, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

Authority – The New York State Energy Research and Development Authority, as defined by subdivision two of section eighteen hundred fifty-one of the public authorities law, or its successor.

EIC – the Energy Improvement Corporation, a local development corporation, duly organized under section fourteen hundred eleven of the Not-For-Profit Corporation Law, authorized hereby on behalf of the City of Cortland to implement the Energize NY Benefit Financing Program by providing funds to qualified property owners (as defined in this chapter) and providing for repayment of such funds from monies collected by the City of Cortland’s tax collector as a charge to be levied on the real property and collected in the same manner and same form as the City of Cortland taxes.

Energy Audit – A formal evaluation or “assessment” of the energy consumption of a permanent building or structural improvement to real property, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of identifying appropriate energy efficiency improvements that could be made to the property.

Energy Efficiency Improvement – Any renovation or retrofitting of a building to reduce energy consumption, such as window and door replacement, lighting, caulking, weatherstripping, air sealing, insulation, and heating and cooling system upgrades, and similar improvements, determined to be cost-effective pursuant to criteria established by the Authority, not including lighting measures or household appliances that are not permanently fixed to real property.

Qualified Property Owner – An owner of residential or commercial real property located within the boundaries of the City of Cortland that is determined to be eligible to participate in the Energize NY Benefit Financing Program under the procedures for eligibility set forth under this chapter.

Renewable Energy System – An energy generating system for the generation of electric or thermal energy, to be used primarily at such property, by means of solar thermal, solar photovoltaic, wind, geothermal, anaerobic digester gas-to-electricity systems, fuel cell technologies, or other renewable energy technology approved by the Authority not including the combustion or pyrolysis of solid waste.

Renewable Energy System Feasibility Study – A written study, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of determining the feasibility of installing a renewable energy system.

§3. Establishment of an Energize NY Benefit Financing Program

A. An Energize NY Benefit Financing Program is hereby established by the City of Cortland, whereby EIC acting on its behalf, may provide funds to

Qualified Property Owners in accordance with the procedures set forth under this chapter, to finance the acquisition, construction and installation of Renewable Energy Systems and Energy Efficiency Improvements and the verification of the installation of such systems and improvements.

- B. The funds provided shall not exceed the lesser of ten percent of the appraised value of the real property where the Renewable Energy Systems and/or Energy Efficiency Improvements will be located, or the actual cost of installing the Renewable Energy Systems and/or Energy Efficiency Improvements, including the costs of necessary equipment, materials, and labor and the cost of verification of such systems and improvements.

§4. Procedures for eligibility

- A. Any property owner in the City of Cortland may submit application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the City of Cortland offices.
- B. Every application submitted by a property owner shall be reviewed by EIC acting on behalf of the City of Cortland, which shall make a positive or negative determination on such application based upon the criteria for making a financing enumerated in subsection A of section 5 of this chapter. EIC may also request further information from the property owner where necessary to aid in its determination.
- C. If a positive determination on an application is made by EIC acting on behalf of the City of Cortland, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Energize NY Benefit Financing Program in accordance with the procedure set forth under section 6 of this chapter; provided that in no case shall a property owner that has received funds from another municipal corporation for the acquisition, construction and installation of Energy Efficiency Improvements and/or Renewable Energy Systems be deemed a Qualified Property Owner.

§5. Application criteria

- A. Upon the submission of an application, EIC acting on behalf of the City of Cortland, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:
 - 1. The proposed Energy Efficiency Improvements and/or Renewable Energy Systems are determined to be cost effective by the Authority;
 - 2. The proposed Energy Efficiency Improvements and/or Renewable Energy Systems will generate an estimated annual cost savings greater than the annual charge payments;

3. Sufficient funds are available to provide to the property owner;
4. The property owner is current in payments on any existing mortgage;
5. The property owner is current in payments on any existing real property taxes and has been current on real property taxes for the previous three years; and
6. Such additional criteria, not inconsistent with the criteria set forth above, as the City of Cortland, or EIC acting on its behalf, may set from time to time.

§6. Opt-in, Energize Finance Agreement

- A. A Qualified Property Owner may participate in the Energize NY Benefit Financing Program through the execution of an Energize Finance Agreement made by and between the Qualified Property Owner and EIC, acting on the behalf of the City of Cortland.
- B. Upon execution of the Energize Finance Agreement, the Qualified Property Owner shall be eligible to receive funds from EIC acting on behalf of the City of Cortland, for the acquisition, construction, and installation of qualifying Renewable Energy Systems and Energy Efficiency Improvements; provided the requirements of section 7 of this chapter have been met.
- C. The Energize Finance Agreement shall include the terms and conditions of repayment set forth under section 8 of this chapter.

§7. Energy audit, renewable energy system feasibility study

- A. No funds shall be made available for Energy Efficiency Improvements unless determined to be appropriate through an Energy Audit as defined in Section 2.
- B. No funds shall be made available for a Renewable Energy System unless determined to be feasible through a Renewable Energy System Feasibility Study as defined in Section 2.
- C. The cost of such Energy Audit and/or Renewable Energy System Feasibility Study shall be borne solely by the property owner but may be included in the financed amount if the work is approved.

§8. Terms and conditions of repayment

The Energize Finance Agreement between the Qualified Property Owner and EIC acting on behalf of the City of Cortland, shall set forth the terms and conditions of repayment in accordance with the following:

- A. The principal amount of the funds paid to the Qualified Property Owner hereunder,

Their City of Cortland tax bill and shall be levied and collected at the same time and in the same manner as City of Cortland property taxes, provided that such charge shall be separately listed on the tax bill. The City of Cortland, shall make payment to EIC or its designee in the amount of all such separately listed charges within 30 days of the City of Cortland tax due date.

- B. The term of such repayment shall be determined at the time the Energize Finance Agreement is executed by the property owner and EIC, provided that in no case shall the term exceed the weighted average of the useful life of the systems and improvements as determined by EIC acting on behalf of the
- C. The rate of interest for the charge shall be fixed by EIC acting on behalf of the The City of Cortland at the time the Energize Finance Agreement is executed by the property owner and EIC.
- D. The charge shall constitute a lien upon the real property benefited by the Energize NY Benefit Financing Program and shall run with the land. A transferee of title to the benefited real property shall be required to pay any future installments, including interest thereon.

§9. Verification and report

- A. EIC shall be responsible for verifying and reporting to the City of Cortland on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by such program.
- B. The City of Cortland shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Energize NY Benefit Financing Program in such form and manner as the Authority may establish.

Section 2. This local law shall take effect upon filing with the Secretary of State.

**RESOLUTION TO ADOPT LOCAL LAW NO. 12 OF 2014 ENTITLED “LOCAL
LAW TO AMEND THE CODE OF THE CITY OF CORTLAND BY ADDING
CHAPTER _____ – BEST VALUE”**

WHEREAS, The State Legislature and Governor amended General Municipal Law, §103 on November 13, 2013 to provide local governments greater flexibility in awarding contracts by authorizing the award of purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to Article eight of the Labor Law) which may now be awarded on the basis of low bid or best value. The State legislation requires political subdivisions with a population of less than one million to pass a local law authorizing the use of the best value award process; and

WHEREAS, “Best value” means the basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors. Such basis shall reflect, wherever possible, objective and quantifiable analysis; and

WHEREAS, the basis of the award, the determination of the evaluation criteria, the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted shall be documented in the procurement record and in advance of the initial receipt of offers and shall be quantifiable whenever possible. Where appropriate, the solicitation shall identify the relative importance and/or weight of cost and the overall technical criterion identified in the bid to be considered by the City of Cortland in its determination of best value; and

WHEREAS, the City Administrator shall develop procedures that will govern the award of contracts on the basis of best value. These procedures shall be included in the City of Cortland’s Purchasing Manual and reviewed by the Council of the City of Cortland in conjunction with its annual review and approval of the Purchasing Manual; and

WHEREAS, an amendment of the City Code requires the adoption of a Local Law; and

WHEREAS, a public hearing on this proposed Local Law was held on December 16, 2014 before this Council, pursuant to public notice duly published in the *Cortland Standard*.

NOW, THEREFORE, BE IT RESOLVED, that proposed Local Law No. _____ of 2014 Entitled Chapter _____ – Best Value To Authorize The Use Of Best Value, For Purchase Contracts (Including Contracts For Service Work, But Excluding Any Purchase Contracts Necessary For The Completion Of A Public Works Contract Pursuant To Article Eight Of The Labor Law) May Be Awarded On The Basis Of Low Bid Or Best Value, As Authorized In Section 103 Of The General Municipal Law And As Defined In Section One Hundred Sixty-Three Of The State Finance Law be and the same is hereby enacted by City Council of the City of Cortland, New York.

LOCAL LAW NO. _____ OF THE YEAR 2014

CITY OF CORTLAND

A LOCAL LAW TO AMEND THE CODE OF THE CITY OF CORTLAND BY ADDING CHAPTER _____ – BEST VALUE TO AUTHORIZE THE USE OF BEST VALUE, FOR PURCHASE CONTRACTS (INCLUDING CONTRACTS FOR SERVICE WORK, BUT EXCLUDING ANY PURCHASE CONTRACTS NECESSARY FOR THE COMPLETION OF A PUBLIC WORKS CONTRACT PURSUANT TO ARTICLE EIGHT OF THE LABOR LAW) MAY BE AWARDED ON THE BASIS OF LOW BID OR BEST VALUE, AS AUTHORIZED IN SECTION 103 OF THE GENERAL MUNICIPAL LAW AND AS DEFINED IN SECTION ONE HUNDRED SIXTY-THREE OF THE STATE FINANCE LAW

Be It Enacted by the Common Council of the City of Cortland, New York as follows:

§18-1. Title and authority

- A. This chapter shall be known and may be cited as “Best Value”.
- B. The City of Cortland, under the authority of §103 of the General Municipal Law and as defined in section one hundred sixty-three of the State Finance Law, hereby enacts this chapter.

§18-2. Declaration of Intent

- A. The intent of this Local Law shall be to authorize the use of Best Value criteria when awarding purchase and service contracts consistent with Section 103 of the General Municipal Law and Section 163 of the New York State Finance Law. Use of best value criteria is intended to provide the City of Cortland greater flexibility in awarding contracts and ensure that the City of Cortland obtains the highest quality goods and services at a low cost. Awarding contracts on the basis of Best Value standards is further intended to promote competition, foster fairness among vendors and competitors, expedite contract awards, optimize quality, control costs and enhance efficiency among responsive and responsible offerors.

§18-3. Definitions

- A. Purchase Contracts – Contracts for goods, commodities and equipment, including technology.
- B. Public Works Contracts – Contracts for items or projects involving primarily labor or both material and labor where labor is the major portion of the contract.
- C. Best Value – The basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerors that are small businesses or certified minority or

women-owned business enterprises as defined in Executive Law Section 310 (1), (7), (15) and (20) and as may be amended.

- D. Procurement record – Purchasing documents such as requisition, purchase order, and competitive bid, etc.
- E. Responsive and responsible offeror – A responsive offeror is an offeror meeting the minimum specifications. In assessing whether an offeror is responsible, the City of Cortland should consider an offeror’s capacity and financial ability to complete the contract, accountability, past performance, reliability and integrity per State Finance Law, section 163 (l)(c) and (l)(d).

§18-4. Requirements

- A. Where the basis for award is the best value offer, the procurement record shall include documentation, in advance of the initial receipt of offers, the evaluation criteria, which whenever possible, shall be quantifiable, and the process to be used in the determination of best value and the manner in which the evaluation process (rating of proposals) and selection shall be conducted.
- B. The solicitation shall identify the relative importance and/or weight of cost and the overall technical criterion to be considered by the City of Cortland in its determination of best value.
- C. Best Value is also an approved award basis for contracts to be piggybacked.
- D. Procedures that govern the award of contracts on the basis of best value shall be included in the City of Cortland’s Purchasing Manual and reviewed annually by the Council of the City of Cortland in conjunction with its annual review and approval of the Purchasing Manual, consistent with General Municipal Law, section 104-b(2)(f).

§18-5. Severability

If any section or subsection, clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court or competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section or subsection, clause, sentence, paragraph, subdivision or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

§18-6. Effective Date

This Local Law shall take effect immediately upon filing with the Secretary of State.

mayorofc

From: Nicholas Dovi
Sent: Monday, November 24, 2014 9:19 AM
To: ward2; mayorofc

Katy, Shellie

I wanted to put the parking changes for Reynolds Ave on the agenda for the next cc meeting. Just a heads up. It has been approved or suggested by my board it should read something like this. It will be only for discussion as there needs to be a public hearing first. Shellie if additional information is needed please Let me know.

Side: Boundries:

West no parking for a distance of \pm 300ft from
the curbline of Tompkins Street

Nick



CORTLAND YOUTH BUREAU

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

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: November 21, 2014

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

<i>Donation</i>	<i>Amount</i>
<i>Mr. Alex Hair Fashions</i>	<i>\$100.00</i>

Total Donations = \$ 100.00

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

