



City of Cortland  
City Hall  
25 Court Street, Cortland, NY 13045  
Mayor Brian Tobin  
Telephone – (607) 758-8374 Fax – (607) 756-4644  
[Mayor@cortland.org](mailto:Mayor@cortland.org) [www.cortland.org](http://www.cortland.org)

## ***PROCLAMATION***

- Whereas,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,** The holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,** Arbor Day is now observed throughout the nation and the world, and
- Whereas,** Trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- Whereas,** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,** Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,** Trees, wherever they are planted, are a source of joy and spiritual renewal,
- Therefore,** I Brian Tobin, Mayor of the City of Cortland, do hereby proclaim April 24, 2015 as

## ***ARBOR DAY***

In the City of Cortland, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and,

I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

---

Brian Tobin  
Mayor of Cortland, New York

MEMO

TO: Mayor Brian Tobin and Common Council Members

FROM: Ann Hotchkin  
Program Manager 

DATE: April 10, 2015

SUBJECT: Conflict of Interest

---

Our office has received a Sidewalk Program application from City DPW employee Wilma Van Dee and her husband, Ron. After discussing this issue with Mayor Tobin, it was determined that if a Council person, or any person with ties to the City (see attached form), wishes to participate in the sidewalk program, and in the interest of transparency in government, our office would forward a Conflict of Interest form and a memo so that the Council can publically announce said person's interest in participating in the program at a Council meeting. The City should also request an Opinion of Counsel from the City Corporation Counsel to assure her participation does not violate City or State law.

Please accept this memo and the attached application form as written documentation of Wilma Van Dee's interest in participating in the Sidewalk Program. If anyone has any questions related to this matter, please contact me at 753-1433 or via email at [ann@thomadevelopment.com](mailto:ann@thomadevelopment.com).

Attachment

APPLICATION FOR SIDEWALK REPLACEMENT - PAGE 2 OF 2

CONFLICT OF INTEREST DISCLOSURE (REQUIRED FORM)

Under certain circumstances, an applicant for the City of Cortland Sidewalk Program may have what is known as a "conflict of interest". For example, a Conflict of Interest may be present if the applicant is an employee, officer, or elected official of the City of Cortland.

\*DISCLOSURE\*

Please circle YES or NO to the questions listed below so that we may make a determination of whether any conflicts may be applicable to your project. Answer for all property owners.

YES  NO  
officer, or 1. Are you now, or have you ever been an employee, agent, consultant, an or an elected or appointed official of the City? If so, please explain below:

\_\_\_\_\_

YES  NO 2. Are you related to an employee of the City, an agent of the City, a consultant working for the City, an officer of the City, or an elected or appointed official of the City? (i.e., are you related to the Mayor, or the City Clerk, or any Department Head, or someone that works in the Department of Public Works/Highway Department, etc.) If so please indicate to whom you are related and explain the relationship below:

yes, wife, Wilma Van See

\_\_\_\_\_

I/we, the undersigned, certify that the above information is true to the best of my/our knowledge:

Signed: [Signature]

Date: 4-10-15

Signed: [Signature]

Date: 4-10-15

\*\*\*\*\*

For office use only

\_\_\_\_\_  
\_\_\_\_\_

There is no conflict of interest  
A potential conflict of interest is disclosed



MEMO

TO: Mayor Brian Tobin and Common Council Members

FROM: Ann Hotchkin   
Program Manager

DATE: April 14, 2015

SUBJECT: Conflict of Interest

---

Our office has received a Sidewalk Program application from City Planning Board member, Jim Reeners. After discussing this issue with Mayor Tobin, it was determined that if a Council person, or any person with ties to the City (see attached form), wishes to participate in the sidewalk program, and in the interest of transparency in government, our office would forward a Conflict of Interest form and a memo so that the Council can publically announce said person's interest in participating in the program at a Council meeting. The City should also request an Opinion of Counsel from the City Corporation Counsel to assure his participation does not violate City or State law.

Please accept this memo and the attached application form as written documentation of Jim Reeners's interest in participating in the Sidewalk Program. If anyone has any questions related to this matter, please contact me at 753-1433 or via email at [ann@thomadevelopment.com](mailto:ann@thomadevelopment.com).

Attachment

APPLICATION FOR SIDEWALK REPLACEMENT - PAGE 2 OF 2

CONFLICT OF INTEREST DISCLOSURE (REQUIRED FORM)

Under certain circumstances, an applicant for the City of Cortland Sidewalk Program may have what is known as a "conflict of interest". For example, a Conflict of Interest may be present if the applicant is an employee, officer, or elected official of the City of Cortland.

\*DISCLOSURE\*

Please circle YES or NO to the questions listed below so that we may make a determination of whether any conflicts may be applicable to your project. Answer for all property owners.

YES  NO  
officer, or 1. Are you now, or have you ever been an employee, agent, consultant, an or an elected or appointed official of the City? If so, please explain below:

PLANNING COMM. & HOUSING COMMITTEE

YES  NO  2. Are you related to an employee of the City, an agent of the City, a consultant working for the City, an officer of the City, or an elected or appointed official of the City? (i.e., are you related to the Mayor, or the City Clerk, or any Department Head, or someone that works in the Department of Public Works/Highway Department, etc.) If so please indicate to whom you are related and explain the relationship below:

\_\_\_\_\_  
\_\_\_\_\_

I/we, the undersigned, certify that the above information is true to the best of my/our knowledge:

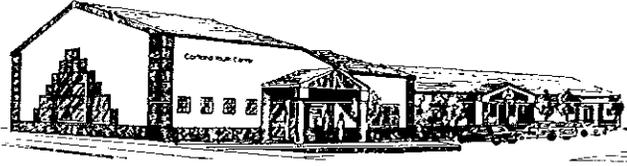
Signed: James R. Keener  
Signed: \_\_\_\_\_

Date: 4/13/15  
Date: \_\_\_\_\_

\*\*\*\*\*

For office use only

\_\_\_\_\_  
\_\_\_\_\_  
There is no conflict of interest  
A potential conflict of interest is disclosed



# CORTLAND YOUTH BUREAU

---

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

---

**TO:** Mayor Brian Tobin  
Members of City Council  
Mack Cook, Director of Administration and Finance

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

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

**DATE:** April 13, 2015

This memorandum and included agreement is to provide the Common Council with background information on the Yaman Park Concession Stand. On Tuesday, April 21, 2015, I will ask the Common Council to adopt a resolution authorizing the mayor to enter into a contract with David Morse and Heather Harrington to operate the Yaman Park concession stand from May 23, 2015 until September 7, 2015.

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

As you review the information feel free to contact me with any questions relating to the Concession Stand operation at (607) 753-3021.



April 13, 2015

David Morse  
1804 Preble Road  
Preble, New York 13141

April Harrington  
16 South Fulton Street  
Homer, New York 13077

John McNerney, Director  
City of Cortland Youth Bureau  
35 Port Watson Street  
Cortland, New York 13045

Dear Mr. McNerney,

This is to inform you that we, David Morse and April Harrington, submit a bid of \$150 (one hundred and fifty dollars) for the rights to run the concession stand at Yaman Park for the 2015 season.

Please call David at 607-749-4520 or 607-745-3135 for questions or further information. Thank you for your consideration.

Sincerely,

David Morse

Heather Harrington

## **AGREEMENT**

**THIS AGREEMENT**, made and executed this \_\_\_\_ day of April, 2015, by and between the **CITY OF CORTLAND**, a municipal corporation duly incorporated under the laws of the State of New York, having its principal place of business at 25 Court Street, Cortland, New York, hereinafter termed "City," and **David Morse and Heather Harrington**, hereinafter termed "Concessionaire."

### **WITNESSETH:**

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

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

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

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

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

2. The duration of this Agreement shall be for the period of May 23, 2015 through September 7, 2015. Concessionaire shall have reasonable time prior to the official opening date and subsequent to the official closing date of Yaman Park to install and remove all of her own equipment, such time for installation and removal to be determined by the Youth Bureau, acting on behalf of the City.
3. Concessionaire shall pay, as rental to the City, the sum of One Hundred and Fifty Dollars (\$150.00), for the period of May 23, 2015 through September 7, 2015.
4. Concessionaire shall keep accurate records of all sales and receipts in accordance with generally recognized bookkeeping systems of such nature as to allow easy inspection of all business carried on by Concessionaire at Yaman Park; and the City shall have the right to inspect all records, books and inventories of Concessionaire within two (2) months after the closing of Yaman Park for the season, such inspection to be done by any duly authorized person of the City.
5. Concessionaire shall provide food service to the general public at large. Sales shall be limited to the following articles: ice cream, popcorn, unshelled peanuts, candy, fruit, frost drinks, sandwiches, hamburgers, frankfurters, hot sausage, coffee, tea, milk, soda, cookies, french fries, pizza and fish. Additional merchandise may be sold, if approved in writing by the Youth Bureau, acting on behalf of the City, which approval shall not be unreasonably withheld.

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

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

The Concessionaire shall not sell any gum or gum products.

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

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

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

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

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

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

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

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

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

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

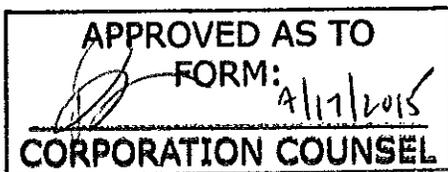
14. Neither this Agreement nor any interest herein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act as amended is commenced by or against Concessionaire, or Concessionaire is adjudged insolvent, or if Concessionaire makes any assignment for the benefit of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

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

15. In the event of any breach of any of the terms or provisions of this Agreement, the City shall have, in addition to any other recourse, the right to terminate this Agreement, to enter and obtain possession of the entire demised premises, and to remove and exclude any and all persons from the demised premises, and to remove and exclude all property of Concessionaire therefrom, as well as from the entire site known as Yaman Park, without resort to legal process and without any legal liability on its part, but such action can be taken only after five (5) days notice served on Concessionaire by the City.
16. The City shall have the right to make inspection of Concessionaire's operation under this Agreement both in the demised premises and the whole of Yaman Park, if Concessionaire's operation is not restricted to the demised premises at some time, at any reasonable time to insure compliance with this Agreement.

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

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



**CITY OF CORTLAND**

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

**CONESSIONAIRE**

By: \_\_\_\_\_  
**David Morse**  
**1804 Preble Road**  
**Preble, NY 13141**  
**(607) 749-4520**

By: \_\_\_\_\_  
**Heather Harrington**  
**16 S. Fulton Street**  
**Homer, NY 13077**  
**(607) 745-3135**

STATE OF NEW YORK )  
COUNTY OF CORTLAND) ss:

On April \_\_\_\_, 2015, before me, the undersigned, personally appeared Brian Tobin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

STATE OF NEW YORK )  
COUNTY OF CORTLAND) ss:

On April \_\_\_\_, 2015, before me, the undersigned, personally appeared David Morse, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

STATE OF NEW YORK )  
COUNTY OF CORTLAND) ss:

On April \_\_\_\_, 2015, before me, the undersigned, personally appeared Heather Harrington, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public



# 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: Donations

DATE: April 7<sup>th</sup>, 2015

I would like to ask the common council to accept and recognize the following donations. The donations are from members of the Walsh Family in support of the Jerry Walsh Memorial Trust Fund and a contribution to the Jim Partigianoni Scholarship fund.

<i>Donation</i>	<i>Amount</i>	<i>Budget Line</i>
<i>Timothy Walsh</i>	<i>\$1,000.00</i>	<i>Jerry Walsh Trust Fund</i>
<i>Anne Munnely</i>	<i>\$ 100.00</i>	<i>Jerry Walsh Trust Fund</i>
<i>Cecilia Klein</i>	<i>\$ 300.00</i>	<i>Jerry Walsh Trust Fund</i>
<i>Barbara Ryan</i>	<i>\$ 100.00</i>	<i>Jim Partigianoni Trust Fund</i>

***Total Donations = \$ 1,500.00***

Attached is a copy of the check for your records. Feel free to contact me with any questions at 753-3021 ext. 423 or [mcnerney@cutland.org](mailto:mcnerney@cutland.org)





# CORTLAND POLICE DEPARTMENT

## 2015 Police Vehicle Auction Proceeds

---



April 15, 2015

**TO: Mack Cook, Director of Administration & Finance**  
**FROM: Deputy Chief Paul A. Sandy**  
**RE: Request for Proceeds from Police Vehicle Sale**

**POLICE VEHICLES:(A3120.206.00 account – Operational Equipment > \$5,000.00)**

I am requesting the Common Council appropriate proceeds from the sale of one (1) retired marked police vehicle from the City of Cortland Police Department. The vehicle was a 2011 Chevrolet Impala (Car 18), which had been the subject of numerous electrical and mechanical issues over the life of the vehicle. The vehicle was sent to auction on March 25, 2015 and sold for \$4,200.00. Once all necessary fees were deducted the vehicle netted a total of \$3,925.00. I am requesting the full \$3,925.00 be appropriated to the above noted account, which if appropriated will be directly applied toward the purchase of new police vehicles in 2016.

**\$3,925.00**

Untitled

1:46 PM 3/26/2015

CITY OF CORTLAND

11 CHEV IMP (POLICE)	238260	3985.00
LESS FEE		60.00
		-----
TOTAL		3925.00

# CITY OF CORTLAND

Finance Office  
25 Court Street  
CORTLAND, NY 13045  
607-756-7312

## RECEIPT

NAME		CPD	
ADDRESS			
SOLD BY	DATE	PH. NO.	
<i>Sm</i>	4/14/15		
		ACCT. FORWARD	
A 3100		3925	00
<i>Mason Sale</i>			
A 2658			
No. 040970		TOTAL	3925 00

ALL CLAIMS & RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

*Thank You*