



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 SUMME LEARNING DAY

**WHEREAS,** Friday, June 19, 2015, will promote an annual national advocacy day lead by the National Summer Learning Association (NSLA) to elevate the importance of keeping kids learning, safe and healthy; and

**WHEREAS,** research shows that the summers without quality learning opportunities put our nation's youth at risk for falling behind – year after year – in core subjects like math and reading. The math and reading skills low-income students lose each summer are cumulative and contribute significantly to the achievement gap between lower and higher income kids; and

**WHEREAS,** many kinds of high-quality learning opportunities during the summer can make a difference in stemming learning loss and ultimately, closing the country's achievement gap; and

**WHEREAS,** this year for Summer Learning Date, NSLA is asking everyone—programs, families, schools, educators, policymakers, businesses – to make summer a season of learning by pledging to keep kids learning.

**THEREFORE,** I, Brian Tobin, Mayor, of the City of Cortland, New York do hereby proclaim Friday, June 19, 2015 as Summer Learning Day and encourage community support to keep kids learning.

IN WITNESS WHEREOF, I have hereunto set my hand this 16<sup>th</sup> day of June, two thousand fifteen, and of Cortland New York.

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Brian Tobin, Mayor of Cortland, New York

EXOTIC PET PERMIT APPLICATION

DATE OF APPLICATION April 27<sup>th</sup> 2015

OWNER'S NAME JoAnn Gillette

OWNER'S ADDRESS 34 Pomeroy St

Phone Number 607 345-9996

Type of Pet Chickens

Landlord's Name \_\_\_\_\_

Landlord's Address \_\_\_\_\_

Landlord's Phone # \_\_\_\_\_

- \_\_\_\_\_ Complete permit application and return it to the City Clerk's Office along with
  - \_\_\_\_\_ Application fee of \$5.00 per pet or up to 5 chickens
  - \_\_\_\_\_ Letter of permission from the landlord
  - \_\_\_\_\_ Letters from building residents / neighbors indicating knowledge of the exotic pet
- \* Ferrets must have current rabies vaccination certificate to file with the application

Once the application, supporting documents and permit fee are received, a home inspection will be made prior to submitting the application to Common Council.

If Common Council approves the application, the permit will be mailed out to the applicant.

If the application is denied, the application fee will be returned to the applicant.

Permits are issued for a calendar year, and are renewable each January. Renewal notices are sent out a month before.

I am asking for permission to have 2 chickens as pets with the benefit of eggs. I have a 6 foot privacy fence being installed approx. the last week of April. My chicken coop is on its way with a capacity of 2-4 chickens. I have also asked my neighbors if it was ok with them and they have said yes. Thank you,

*JoAnn Gillette*



June 9, 2014

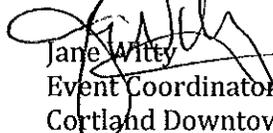
City Hall  
25 Court Street  
Cortland, NY 13045

City of Cortland Common Council and Department Heads:

Organizers of the Cortland Comeback event proposed for August 8, 2015 requests use of Courthouse Park from 10:00am – 10:00pm for a public event to include bands, vendors, food, and a movie (see Special Event Application for details).

Contact: Vickie Burns, 607.662.4104, mundyjr@lycos.com

Respectfully

  
Jane Witty  
Event Coordinator  
Cortland Downtown Partnership  
607.591.7903



## June 2, 2015 Promotions Committee Meeting (8:30am at Indulge)

### NOTES

1. Reviewed city special events applications:
  - a. **Cortland Comeback** application – Proposed event is August 8, 2015, 10:00am – 10:00pm and is to include bands, vendors, and a large screen movie. It is the same day as the Brockway Truck festival on Main Street. Prior to the Promotions meeting, organizer Vickie Burns delivered the completed events application to the CDP office and was supplied with a sound permit application for them to complete and submit to the city, advised to secure liability insurance, plan for park clean up, and the possibility of need for vending permits. There was not a representative from the event in attendance at the meeting to answer questions the committee had concerning funding, marketing, and need for security. After the meeting, Vickie Burns was updated with the committee’s comments, and advised to meet with Police and Fire regarding their plans. We are forwarding the application to council to request use of Courthouse Park for the event, but hope that the focus and details of the event are clarified with Police and Fire departments.

# City of Cortland Special Event Application

To ensure a successful event, (obtaining proper permits, council approvals, licenses, public notices) it is recommended to initiate the event planning process with CDP and its Promotions Committee 90 days before the event.

Event Name: Cortland Comeback Today's Date: 5/29/15  
 Event Contact: Tracie McCall CDP Member? Yes  No   
 Address: 6 Ferrell St, Mechanicsville, NY 12118  New Event  Existing Event  
 Email: be.2trixie@yahoo.com Phone: (518)-858-0673  
 Will proceeds of your event benefit a charitable cause that provides service to Cortland residents? Yes  No  If yes, name the charitable causes: \_\_\_\_\_ Non-profit Tax ID: \_\_\_\_\_

## Event Information

NAME OF EVENT: Cortland Comeback  
 TYPE OF EVENT (i.e., walkathon, street fair, festival, etc.): Park Rally from 10am - 10pm  
 EVENT LAYOUT If the event is a walkathon, run, etc., attach a map of route and/or street closures. If the event is a festival or street fair, attach a map to indicate location of street blockages requested, booth alignment and type of merchandise vended from each booth.

DATE DAY 1:	DATE DAY 2:
<u>August 8, 2015</u>	
<input type="checkbox"/> STREET CLOSURE: Start Time: _____ End Time: _____ Street: _____	<input type="checkbox"/> STREET CLOSURE: Start Time: _____ End Time: _____ Street: _____
<input type="checkbox"/> LOT CLOSURE: Start Time: _____ End Time: _____ Lot: _____	<input type="checkbox"/> LOT CLOSURE: Start Time: _____ End Time: _____ Lot: _____
<input checked="" type="checkbox"/> AMPLIFIED MUSIC: Start Time: <u>11/12 pm</u> End Time: <u>5/7 pm</u>	<input type="checkbox"/> AMPLIFIED MUSIC: Start Time: _____ End Time: _____

START LOCATION: then a movie END LOCATION: \_\_\_\_\_  
 EXPECTED # OF PARTICIPANTS: \_\_\_\_\_ # OF SPECTATORS: \_\_\_\_\_ # OF VEHICLES: \_\_\_\_\_  
 HOTELS: Is this event expected to generate area overnight stays? If so, estimated # of rooms: \_\_\_\_\_

## Event Components

- |  |  |   |
|--|--|---|
| <b>Location/Safety</b><br><input checked="" type="checkbox"/> City park use <u>Courthouse Park</u><br><input type="checkbox"/> City streets blocked<br><input type="checkbox"/> City sidewalks blocked<br><input type="checkbox"/> City parking lots closed<br><input type="checkbox"/> City barricades<br><input type="checkbox"/> City cones<br><input type="checkbox"/> Animal ban<br><input type="checkbox"/> Animals are part of the event<br><input checked="" type="checkbox"/> EMTs needed on site<br><input type="checkbox"/> Police escort requested<br><b>Waste Management</b><br><input checked="" type="checkbox"/> City litter pickup<br><input type="checkbox"/> City street sweeping | <b>Structures</b><br><input type="checkbox"/> Temporary structures<br><input type="checkbox"/> Canopies up to 10' x 10'<br><input checked="" type="checkbox"/> Grounded tents over 10' x 10'<br><input type="checkbox"/> Beer and/or wine garden<br><input type="checkbox"/> Street banner requested<br><input type="checkbox"/> Rides or amusements<br><input checked="" type="checkbox"/> Showmobile rental requested <u>Cortland Youth Bureau Stage</u><br><input type="checkbox"/> Portable restrooms<br><input type="checkbox"/> Seating area<br><b>Sound</b><br><input type="checkbox"/> Fireworks<br><input checked="" type="checkbox"/> Amplified sound or music<br><input type="checkbox"/> Ceremonial Gun Salute | <b>Food</b><br><input checked="" type="checkbox"/> Food cooked on-site<br><b>Alcohol</b><br><input type="checkbox"/> Alcohol sold on-site<br><input type="checkbox"/> Alcohol served<br><b>Vending</b><br><input checked="" type="checkbox"/> Vending of goods<br><input checked="" type="checkbox"/> Vending of food<br><b>Power Source</b><br><input checked="" type="checkbox"/> City electricity use (possibly for barrels)<br><input type="checkbox"/> Generator use<br><b>Insurance</b><br><input checked="" type="checkbox"/> General Liability insurance certificate (unknown)<br><input type="checkbox"/> Liquor Liability insurance certificate |
|--|--|---|

Other components not listed: up to 1000 people max  
local contact: Vickie Burns  
600 Northcliffe Ct, Apt #25, Cortland NY 12118  
 Marketing budget: getting flyers, etc. Admission Fee: bring your own lawn chair, blanket, etc.  
 CDP Approval: \_\_\_\_\_  
 Fire Approval: \_\_\_\_\_  
 CPD Approval: \_\_\_\_\_  
 Council Approval: \_\_\_\_\_

mundyjr@ycos.com

**GENERAL FUND ENCUMBRANCE REQUESTS 2014**

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**Administration & Finance**

Legal Fees - In Rem

A1325.41502 \$ 9,615.36

**TOTAL REQUESTED**

**\$ 9,615.36**

  
6/10/15  

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**INTERMUNICIPAL AGREEMENT  
JOINT TACTICAL RESPONSE UNIT TEAM  
City of Cortland Police Department and the  
County of Cortland Sheriff's Department**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Cortland, a municipal corporation with its principal place of business at 25 Court Street Cortland, New York, and the County of Cortland, a municipal corporation with its principle place of business at 60 Central Avenue, Cortland, New York.

**RECITALS**

**WHEREAS**, Section §119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

**WHEREAS**, New York State Criminal Procedure Law sections §140.10-1, §140.10-3, §120.60 et. seq. and §690.25 authorize Law Enforcement Officers to exercise certain police powers outside their geographic area of employment when a request for assistance is forthcoming from another law enforcement agency; and

**WHEREAS**, the parties hereto have experienced within their jurisdictions a potential need for the joint response of both participants' police tactical teams to deal with certain incidents of criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than standard police operations.

**NOW THEREFORE**, the parties do mutually agree pursuant to the terms and provisions of this Tactical Team Cooperation Agreement as follows:

**ARTICLE ONE  
Purpose of the Agreement**

The purpose of this Agreement is to:

1. Establish and maintain a joint Tactical Response Unit by the City of Cortland Police Department and the County of Cortland Sheriff's Department (hereinafter referred to as "Tactical Response Unit" or TRU) that will be available to either participating entity in the event of an emergency in accordance with the provisions of this Agreement;
2. Formalize rules and regulations providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency;

3. Eliminate the need to follow the formal procedure set forth in GML §209-m to request assistance from the other party in the form of personnel and or equipment; and
4. Provide for more efficient utilization of law enforcement resources and services.

## **ARTICLE TWO Personnel and Equipment**

Each party agrees that they will supply personnel, equipment, and other available resources to the other as part of a joint TRU team. The number of personnel and the amount or type of equipment to be contributed shall be determined for the City of Cortland by the Chief of Police, the County of Cortland Sheriff, or their designee.

All team members shall adhere to the selection, equipment, and training requirements as directed by the TRU Team Commander.

In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in TRU team operations, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the parties.

Participating entities may, from time to time, or currently be or become the owner, custodian, lessee or otherwise titleholder or trustee of specific items of equipment or personal property which may be used by the TRU. The joint use of such items of equipment or personal property shall not change the individual department's interest in the items of equipment or personal property.

## **ARTICLE THREE Retained Personnel and Equipment**

All personnel furnished by either participating entity/jurisdiction shall be on a strictly voluntary basis in accordance with whatever internal procedure and policy shall be acceptable by that entity/jurisdiction.

Each party agrees that the responding party may retain within their operations jurisdiction such personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation prior to withdrawing.

Each party agrees to render and request mutual aid or assistance to and from the other party to the extent of available personnel, supplies and equipment not required for the adequate protection of the Department rendering aid. The obligation to render mutual aid is voluntary; should the need arise when the responding party deems the responding personnel and/or equipment is necessary for operations within their own jurisdiction, the responding party shall so inform the requesting party's Incident Commander of its intent to withdraw personnel and/or equipment from the situation prior to withdrawing.

## **ARTICLE FOUR**

### **Compensation**

The TRU is not a separate entity and will not have a separate operating budget it will instead be funded by the participating parties through their funding of their department. Each participating entity shall be obligated to provide funding for adequate personnel, training, equipment and other related expenses for the TRU members who are part of their Department.

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or for injuries to the responding party's personnel, or for the use or damage to the responding party's tactical equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for retirement, social security, health insurance, unemployment, workers compensation, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement.

## **ARTICLE FIVE**

### **Control of Personnel and Equipment**

During the course of responding to an incident call within the City limits of the City of Cortland, the City of Cortland Police Department shall appoint one person to act as Incident Commander.

During the course of responding to an incident call within the operating jurisdiction of the County of Cortland but outside the city limits of the City of Cortland, the County of Cortland Sheriff's Department shall appoint one person to act as Incident Commander.

The Chief of Police of the City of Cortland and the Sheriff of the County of Cortland shall cooperate in a joint selection process to designate TRU team members and TRU team commanders in accordance with their respective policies. There can only be one Team Commander.

An Incident Commander shall have the discretion with the approval of his superior (Chief of Police or his designee within the city limits or the Sheriff or his designee outside the city limits) subject to the Department's general operating rules, orders and procedures to request the assistance of the TRU.

Once requested, the TRU team shall report to the location identified by the Team Commander. The designated Incident Commander for the incident shall be based upon the location of the incident – the Incident Commander shall be the a member of the City Police Department within the limits of the City of Cortland and the Incident Commander shall be a member of the County of Cortland Sheriff's Department for all matters outside the city limits of the City of Cortland.

Selection of team leaders and team operators will be made jointly by the respective Police Chief and Sheriff, or their designees, in consultation with the Team Commander.

Each party agrees to seek and maintain compliance with the provisions of the SWAT Team Certification Program promulgated by the State of New York Municipal Police Training Council (MPTC).

**ARTICLE SIX**  
**Privileges and Immunities**

To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of the TRU team when performing its functions within the public agency's territorial limits shall apply to the activities of the TRU team, team members, other police officers or employees, or agency while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

Specifically, pursuant to sections §119-n(c) and §119-o GML, law enforcement officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

**ARTICLE SEVEN**  
**Line of Duty Death or Injury**

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits.

**ARTICLE EIGHT**  
**Liability and Indemnification**

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of tactical team operations.

Each party to this Agreement shall provide their own professional liability insurance coverage, worker's compensation coverage and general liability coverage for the benefit of the members of their individual departments.

**ARTICLE NINE**  
**Administration**

It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein; it shall be administered by the governing bodies or an appointee of the governing bodies hereto acting as a joint board. No real or personal property shall be acquired by the participants because of this Agreement.

Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

Each Department shall individually approve the attendance at conferences, conventions, schools or other training of the members of the TRU who are employed by the Department. Each Department shall be responsible for the payment of tuition, travel and other related expenses incurred by the members of the TRU who are employed by the Department in accordance with allowable expenditures of said Department's internal policies and/or practices.

**ARTICLE TEN**  
**Compliance with Laws**

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

**ARTICLE ELEVEN**  
**Approval, Duration and Termination**

1. This Agreement shall not be effective until approved by a majority vote, as required by section §119-o of the General Municipal Law, of the governing body of each party.
2. This agreement may be changed, modified or amended by written agreement of the participants, subject to the requirements of paragraph 1 of this Article.
3. This agreement shall terminate on December 31, 20\_\_\_. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective December \_\_\_, 20\_\_\_. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement. [*Intermunicipal agreements may be in effect for up to five years §119-n (2) (j)*]

**IN WITNESS WHEREOF**, the parties have executed this Agreement the date and year above written.

**City of Cortland Mayor**

**County of Cortland Chairman of the Legislature**

By: \_\_\_\_\_  
Brian Tobin

By: \_\_\_\_\_  
Donnell Boyden



**CITY OF CORTLAND, NEW YORK**  
**LOCAL LAW NO. \_\_\_\_\_ OF THE YEAR 2015**  
Filed with the NYS Department of State on \_\_\_\_\_, 2015  
**CITY OF CORTLAND SIGNS PERMITTED WITHOUT ZONING PERMIT OR FEE**

**Section 1. Enactment and Title.**

The City Council of the City of Cortland does hereby amend Charter 300-107 § 3 (H)

**Section 2. Authorization, Purpose and Intent.**

The City has determined that it is necessary to modify its present signs permitted without zoning permit or fee.

**Section 3. Signs permitted without zoning permit or fee.**

- A. Construction sign, provided it does not exceed six (6) square feet in area, shall not be more than six (6) feet in height, and must be removed within three days following the conclusion of the construction project. Notwithstanding, any construction sign which are currently erected on the Effective Date of this Local Law shall not be in violation thereof due to the size of said sign(s), provided said sign(s) are removed in accordance with this provision.
- B. Directional sign, provided that it does not exceed one square foot and shall not be more than three feet in height and may be utilized in sufficient number to accomplish adequate public notice.
- C. Historical or architectural designation sign designed to provide information on the architectural or historical qualities of a structure, building or site, and which has been approved by the Historic District Commission.
- D. Home occupation sign that shall not exceed one square foot in area, identifying home occupation. Such sign shall be attached flat against the dwelling, shall not be lighted and shall contain only the occupant's name and occupation.
- E. Memorial sign, that shall be made of durable materials, such as bronze, stone or concrete, and which is integral with the building.
- F. Campaign sign that shall not exceed six (6) square feet and shall not be more than six (6) feet in height. Campaign signs shall be erected no more than forty-five days prior to such election to which they pertain. Such sign shall pertain to elections, appointments to a public office, forthcoming public elections, or referenda affecting the district wherein such sign is displayed. Such sign shall be exempt from any numerical restriction expressed herein and may be in addition to any other permitted sign upon zoning lot. Such sign may be either free-standing or placed in a window provided that any such sign placed in a window shall not block any window area required for light, ventilation, or emergency exit by applicable code nor be illuminated. Such signs are exempt from all other restrictions on window signs.

- G. Private sale sign, that shall not exceed five square feet in area, shall be located entirely on the premises where such a sale is to be conducted, shall not be erected more than twelve hours in advance of such sale and shall be removed on the day following the conclusion of such sale.
- H. Real estate sign, that shall not exceed *seven* square feet in area per residential lot, **16** square feet in area per commercial lot, or **32** feet in area per industrial lot. Such a sign shall be removed within three days following the sale or rental of the property. Notwithstanding, any real estate signs which are currently erected in commercial or industrial lots on the Effective Date of this Local Law shall not be in violation thereof, due to the size of said sign(s) provided said sign(s) are removed in accordance with this provision.
- I. Sandwich board signs. Each business located with a building may display not more than one sandwich board sign in front of the property where the business being advertised is conducted. Such sign may only be displayed during the business hours of operation and may not impede pedestrian traffic. Such signs may not be placed within the peninsula areas of Main Street nor upon any sidewalk.
- J. Special commercial promotional event sign. A banner announcing a special commercial event promotion is allowed to be erected once a calendar year and may not be displayed for more than thirty days on each such occasion.
- K. Temporary community signs: temporary, non-illuminated signs advertising coming events, special sales, contests, promotional activities, sponsored by a not-for-profit organization, and which shall not exceed eight square feet in area. The name, address and telephone number of the person responsible for removal of the sign shall be clearly marked on the sign. Such signs may be erected not more than twenty-one days prior to the beginning of the event and must be removed with three days after the event.
- L. Window signs, provided that the area of all window signage shall not exceed 25% of the window and does not block any window area required for light, ventilation or emergency exit by any applicable code, nor be in any window higher than the level at which the principal use takes place. No window sign installed in a window above the ground floor shall be illuminated.
- M. Political signs that shall not exceed six (6) feet and shall not be more than six (6) feet in height. Such signs shall be exempt from any numerical restriction expressed herein and may be in addition to any other permitted sign upon the zoning lot. Such signs may be either free-standing or placed in a window, provided that any such sign placed in a window shall not block any window area required for light, ventilation, or emergency exit by applicable code nor be illuminated. Such signs are exempt from all other restrictions on window signs.