

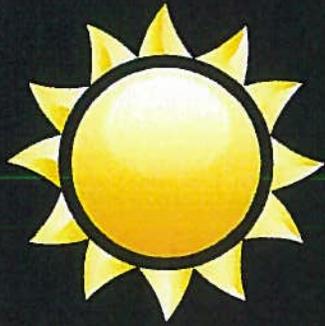
CITY OF CORTLAND, NEW YORK
LOCAL LAW NO. 1 OF THE YEAR 2015

A local law to amend City Code Article 5, Section 11-41: Stop Signs – to add one (1) new Stop signs at Garfield Street at the intersection of Pomeroy Street facing east.

LEGISLATIVE INTENT: The purpose of this law is to designate a stop sign on Garfield Street at the intersection of Pomeroy facing east.

Findings: The Common Council of the City of Cortland finds that through traffic at the noted intersections can be hazardous by not having a stop sign for through traffic.

Be it resolved the section is amended to add a stop sign at the intersection of Garfield Street and Pomeroy Street.



Solarize CNY Cortland County

Solar Home Tours

Sunday July 12, 2015

10:00 – 11:30 am

2290 State Rt. 221, Marathon, NY 13068

11:30 – 1:00 pm

2173 Route 13, Cortland, NY 13045

1:00 – 2:30 pm

4086 Maybury Rd, McGraw, NY 13101

2:30 – 4:00 pm

1900 Rittenhouse Sq, Tully, NY 13159



Saturday July 18, 2015

10:00 – 11:30 am

2 Kent Dr, Cortland, NY 13045

11:30 – 1:00 pm

697 McLean Road, Cortland, NY 13045

1:00 – 2:30 pm

2658 Holler Rd, Cortland, NY 13045

2:30 – 4:00 pm

4648 North Tower Rd, Cincinnatus, NY 13040

4:00 – 5:30 pm

2290 State Rt. 221, Marathon, NY 13068

Come learn about how easy it is to go solar from home owners who have. The tours are free and open to all !



Solarize CNY Cortland County

Solarize CNY Cortland County is part of a five county community solar program designed to increase solar installations across Central New York. The program makes switching to solar energy easy through educational outreach throughout the County, lower-than-market pricing, and vetted equipment and installers. This project is supported through a grant to the Central NY Regional Planning and Development Board from NYSERDA and implemented through volunteers from SUNY Cortland, Sustainable Cortland, and local community organizations.



WHEN DOES THE PROGRAM START?

The program will launch at the end of July and educational events and enrollment will run through early-October.

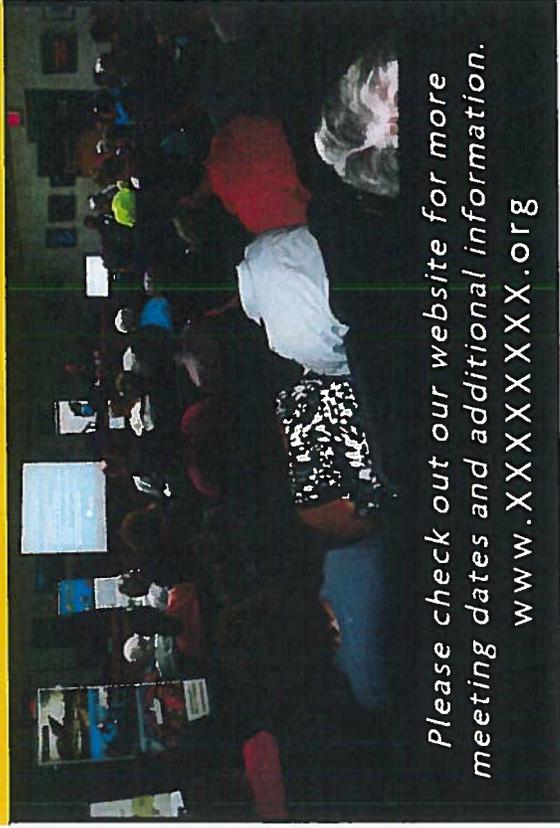
HOW DOES THE PROGRAM WORK?

- Attend a community meeting in your town or any town that's convenient.
- Express your interest in the program at that meeting or via the Solarize CNY website with no obligation.
- Get a free site review and discounted solar installation price quote from one of our Installer Partners.
- Sign a contract to have your new solar system installed.
- Get others to join

UPCOMING COMMUNITY SOLAR MEETINGS

Solarize CNY Cortland County is hosting eight community solar meetings across the County from the end of July through early-October 2015. These educational events will focus on all-you-need-to-know-made-easy introductions to solar PV. These meetings will also introduce our Installer Partners for the program. The upcoming meetings in each town are listed below.

<u>Cortland</u>	<u>Virgil</u>
XXX, July XX, 7-9 pm	XXX, July XX, 7-9 pm
XXX	XXX
<u>Truxton</u>	<u>Marathon</u>
XXX, July XX, 7-9 pm	XXX, July XX, 7-9 pm
XXX	XXX
<u>Homer</u>	<u>Cincinnati</u>
XXX, July XX, 7-9 pm	XXX, July XX, 7-9 pm
XXX	XXX
<u>Virgil</u>	<u>Cortland</u>
XXX, July XX, 7-9 pm	XXX, July XX, 10-12 am
XXX	XXX



Please check out our website for more meeting dates and additional information.

www.XXXXXXXXX.org

From: Sustainable Cortland <sustainablecortland@gmail.com>
Sent: Thursday, July 02, 2015 9:09 AM
Subject: Solarize Cortland Needs Your Help! Volunteer Today

Solarize CNY-Cortland County is seeking volunteers and organizational partners to help with spreading the word about the Solarize CNY-Cortland County initiative.

Solarize CNY-Cortland County is a community outreach effort aimed at encouraging residents and businesses in Cortland County to install solar panels. Solarize CNY-Cortland County is able to provide significant cost savings for solar customers, while educating people about solar and simplifying the process of getting solar panels. The Solarize CNY-Cortland County initiative is **expected to launch in July 2015.**

People can help with the Solarize CNY-Cortland County initiative through a number of volunteer roles, and community organizations can also help inform the public about the discounted solar program.

Volunteer Opportunities

- Word-of-mouth promoters: Talk with your family, friends, neighbors, co-workers, or others about Solarize CNY-Cortland County. We'll provide you with information about the program that you can share.
- Organization liaisons: Reach out to community organizations, churches, businesses, or other groups to help spread the word about the program.
- Poster and brochure distributors: Help distribute posters and brochures in areas throughout the county.
- Lawn sign hosts: Let Solarize CNY-Cortland County place a sign in your lawn advertising the program.
- Event information table staffers: Speak with people about Solarize CNY-Cortland County at community events.
- Public meeting volunteers: Help with our educational solar workshops by being a greeter, assisting with event refreshments, or helping with other event logistics.
- Solar testimonial providers: Share your story about the solar panels already installed on your property to encourage other people to install solar.
- Program assistants: Help with various tasks to support the Solarize CNY-Cortland County program such as data management, social media and communications, and logistical support.

Other volunteer opportunities: We would welcome your suggestions for how you could contribute to the Solarize CNY-Cortland County initiative!

If you are interested in volunteering, or for more information about the Solarize CNY-Cortland County program, please contact solarizecortland@gmail.com.

Organizational Support Opportunities

Solarize CNY-Cortland County is also interested in working with community organizations, churches, businesses, and other groups to help inform the public about the program.

- Listserv and newsletter announcements: Share Solarize CNY-Cortland County announcements with your members to keep them informed of the initiative.
- Organizational presentations: Invite Solarize CNY-Cortland County to your organization to discuss the program with your members, employees, congregations, etc.
- Poster and brochure distribution site: Display posters and distribute brochures at your site.
- Organizational events: Allow Solarize CNY-Cortland County to have an information table at your organization's event.

Other opportunities: We would welcome your suggestions for how your organization could contribute to the Solarize CNY-Cortland County initiative!

If your organization is interested in helping, or for more information about the Solarize CNY-Cortland County program, please contact solarizecortland@gmail.com.



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: June 30th 2015

I would like to ask the common council to accept and recognize the following donations. The donations are from sponsors to help support the Fire Fighter For A Day Camp and Wickwire Pool renovation.

<i>Donation</i>	<i>Amount</i>	<i>Event</i>	<i>Budget Line</i>
<i>Charles Gardner</i>	<i>\$300.00</i>	<i>Wickwire</i>	<i>Wickwire Pool Trust</i>
<i>Excelsior Hook & Ladder Co. #3</i>	<i>\$500.00</i>	<i>Fire Camp</i>	<i>A-7550.5405</i>
<i>Orris Hose Co. # 2</i>	<i>\$175.00</i>	<i>Fire Camp</i>	<i>A-7550.5405</i>
<i>Jean Maxwell</i>	<i>\$175.00</i>	<i>Fire Camp</i>	<i>A-7550.5405</i>
<i>Cleary Pizza of Cortland</i>	<i>\$150.00</i>	<i>Fire Camp</i>	<i>A-7550.5405</i>
<i>Total Donations =</i>	<i>\$1,300.00</i>		

Funds should be deposited into the Cortland Youth Bureau budget line A-7550.405. Attached is a copy of the check for your records. Feel free to contact me with any questions at 753-3021 ext. 423.



EXOTIC PET PERMIT APPLICATION

DATE OF APPLICATION April 27th 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

APPLICATION
For Street Closings
PLEASE PRINT ALL INFORMATION

Today's Date: June 29, 2015
Address of Street Closing: Three blocks of overway Main St.
Describe Event: Brockway Truck Show
Applicant Price James E. PH # 749-2815
Last First MI (Home) (Work)
Address: 7 Morgan Dr. E-mail Address: jeprice92@gmail.com
Street
Honolulu NY 13077-1508
City State Zip Code
Date of Street Closing: Aug 8, Saturday Alternate or Rain Date: Aug 8
Start Time: 8:30 AM AM or PM Finish Time: 4:00 PM AM or PM
* (No earlier than 9:00 AM) * (No later than 8:00 PM)

(*Unless altered by Common Council)

Estimated # of persons attending: Unknown

Will amplified music be provided?: NO
(If yes, refer to requirement #8 for compliance)
City Ordinance Sct. 193-5 requires Common Council permission; SCT. 193-7 requires \$250 fee

Will alcohol be available? NO
If so, which address(es) will have alcohol? _____

Alcohol is only allowed on private property. All State and City alcohol laws still apply during Street Closings.

A Street Closing permit does not allow the sale of alcohol or the consumption of alcohol on public property or by persons younger than 21 years of age.

16th Annual National Truck Show BROCKWAY



The Brockway Museum is at the CNY Living History Center, 4386 US 11 (Exit 12, I-81)

Thursday, August 6, 2015

6 p.m. Brockway Ice Cream Cruise In

Friday, August 7, 2015

11 a.m. "Huskie Drive", starting at Brockway Museum

4:30-6:30 p.m. Wine tasting at Brockway Museum

6:00-8:00 p.m. Italian Dinner, fundraising dinner at the Brockway Museum
(reservations required)

7:30 p.m. Brockway Auction

9:30 p.m. Spectacular Fireworks Display

Saturday, August 8, 2015

9:30 a.m. Parade from Brockway Museum to Main Street, Downtown Cortland

9 a.m. - 3:30 p.m. Trucks parked on Main Street; Brockway exhibit by
Cortland County Historical Society

3:00 p.m. Presentation of awards on Main Street (in front of NBT Bank)

5:00 p.m. Bob's BBQ buffet at Brockway Museum (reservations required)

Sunday, August 9, 2015

7:30-11 a.m. Pancake Breakfast at Brockway Museum (pay at the door)

8 a.m. - 3 p.m. First Annual South Central NY chapter of ATCA all-make Truck Show

www.cnylivinghistory.org

info@brockwaytrucks.org www.brockwaytrucks.org

Major Sponsors:

Suit & Kote
1911 Lorings Crossing Rd., Cortland, NY

CNY Living History Center
4386 US 11 (Exit 12, I-81)

Rick & Rich Towing
Towing & Repair Service
30 Copeland Ave., Homer, NY 13077

Grimm Building Materials
Green Island, NY

SYRACUSA
SAND & GRAVEL
Victor, NY

Peter and Susan Grimm

Root Brothers Farms
Albion, NY

Host Hotel:
RAMADA
2 River St.
Cortland, NY 13045
607-756-4431

Scan with your
Smartphone to
visit our website!



APPLICATION
For Street Closings
PLEASE PRINT ALL INFORMATION

Today's Date: JUNE 23RD

Address of Street Closing: SOUTH MAIN ST. BETWEEN - UNION AND SOUTH AVE.

Describe Event: OFFICE BIKERS

Applicant HUTCHINGS PATRICK J. PH # 607-201-6119
Last First MI (Home) (Work)

Address: PENNY'S 14 SALOON E-mail Address: _____
Street

CORTLAND NY 13045
City State Zip Code

Date of Street Closing: JULY 18TH Alternate or Rain Date: NONE

Start Time: 12 NOON AM or PM Finish Time: 6 PM AM or PM
* (No earlier than 9:00 AM) * (No later than 8:00 PM)

(*Unless altered by Common Council)

Estimated # of persons attending: 100-150 HEADS.

Will amplified music be provided?: IN DOORS

(If yes, refer to requirement #8 for compliance)

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

Will alcohol be available? YES

If so, which address(es) will have alcohol? INSIDE ONLY

Alcohol is only allowed on private property. All State and City alcohol laws still apply during Street Closings.

A Street Closing permit does not allow the sale of alcohol or the consumption of alcohol on public property or by persons younger than 21 years of age.

CITY OF CORTLAND, NEW YORK
LOCAL LAW NO. _ OF THE YEAR 2015

A local law to amend City Code Article 5, Section 11-41: Stop Signs – to add one (1) new Stop signs at Garfield Street at the intersection of Pomeroy Street facing east.

LEGISLATIVE INTENT: The purpose of this law is to designate a stop sign on Garfield Street at the intersection of Pomeroy facing east.

Findings: The Common Council of the City of Cortland finds that through traffic at the noted intersections can be hazardous by not having a stop sign for through traffic.

Be it resolved the section is amended to add a stop sign at the intersection of Garfield Street and Pomeroy Street.

PUBLIC WORKS DEPARTMENT

19 South Franklin Street Cortland, New York 13045

(607) 756-6221

QUOTATION

Tree Removal / Stump Removal / Trimming

Date: 5-27-15

Legal Name of Bidder: CARTERS TREE SERVICE

Address: 3 WEST RD

CORTLAND NY 13045

Telephone Number: 607-423-2753

The above-authorized firm will provide all necessary labor, equipment and materials to complete all work as identified herein for the following unit prices. All desired trees to be removed will be marked (with a C) in white and include the removal of the stumps.

LOCATION

- 3 MARKED TREES ON LEFT HAND SIDE OF DEXTER PARK
 - 1 DIRECTLY BEHIND BOY SCOUT SHELTER
 - 1 ALONG SOUTHERN FENCE AT TENNIS COURTS
 - 1 BY SOUTH WEST COURNER OF TENNIS COURTS
- 12 GARFIELD STREET
- 12 BROWN AVENUE
- 2 TREES AT 49 CHARLES STREET
- 42 UNION STREET
- 31 EVERGREEN STREET
- 20 EAST MAIN STREET (ON CORNER)
- 36 RANDALL STREET
- 13 ARTHUR AVE
- CORNER OF RICKARD AT NORTH STREET (CORTLAND PARK APTS)
- 25 WHEELER (ARMORY)
- 43 FRANKLIN STREET
- 31 FRANKLIN STREET
- 74 GREENBUSH STREET
- 12 FIFTH AVE- LEAVE WOOD

TOTAL AMOUNT \$ 15,250.00

Hourly Rate for Tree Trimming and stump removal: \$ 165.00

Authorized Signature: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TREGASKIS AGENCY PO Box 586 Moravia, NY 13118	CONTACT NAME		
	PHONE (A/C No Ext)	(315) 497-0410	FAX (A/C No) (315) 497-2217
	E-MAIL ADDRESS	dave@tregaskisagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURED CARTER, RICHARD DBA CARTERS TREE SERVICE 3 West Road CORTLAND, NY 13045 607-423-2753	INSURER A	BROOME CO-OPERATIVE INS CO	
	INSURER B		
	INSURER C		
	INSURER D		
	INSURER E		
	INSURER F		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADBL WSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CPP100000550	5/29/2015	5/29/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	GEN'L AGGREGATE LIMIT APPLIES PER						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$
	OTHER						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANYAUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						PER STATUTE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)

TREE REMOVAL SERVICE

CERTIFICATE HOLDER	CANCELLATION
CITY OF CORTLAND 25 Court street Cortland, NY 13045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>David Tregaskis</i>

DEPARTMENT OF
WORKS



PUBLIC

756-6221

Christopher Bistocchi
Superintendent

19 South Franklin St.
Cortland, New York 13045

Office: 607-

Fax: 607-758-8392

<http://www.cortland.org>

QUOTATION
ELEVATOR MODERNIZATION
25 COURT STREET CORTLAND NY

NAME OF LEGAL BIDDER:

ThyssenKrupp Elevator

ADDRESS/TELEPHONE NUMBER:

6067 Corporate Drive East Syracuse NY 13057
315-477-7542 ext 4179

DATE:

6-9-15

TOTAL AMOUNT:

\$ 49,306.92

ADDITIONAL COMMENTS:

Please see attached proposal

ETP

DEPARTMENT
WORKS



OF
PUBLIC

Christopher Bistocchi
Office: 607-756-6221
Superintendent

19 South Franklin St.
Cortland, New York 13045

Fax: 607-758-8392

Nic Dovi Deputy
<http://www.cortland.org>

Superintendent

The City of Cortland Department of Public Works will be accepting quotes for the following upgrade/modernization to the elevator at City Hall, 25 Court Street. To be considered these sealed envelopes will need to be accepted by the City Clerk by 1:30pm on June 10th.

For any questions on the specific overhaul please contact Nick Dovi at ndovi@cortland.org or at 607-756-6221

SCOPE OF WORK

Controller Leveling System

New TAC32 Controller (or comparable device) The elevator control system will be microprocessor based and software oriented. The system will operate in real time, continuously analyzing the cars changing position, condition, and workload and will include the following features:

- Solid State Starter
- Auto Fan/Light Shutoff
- Battery Lowering
- On Board Diagnostic tool
- Tenant Security 3-1
- Non-Proprietary
- Owner's Manual & Job Specific Prints
- Tape Selector with Steel Tape & Mounting Hardware for Leveling and Limits

Firing Package

All hoistway machine room and car wiring, including traveling cable, will be replaced as necessary to fulfill the requirements of the new microprocessor controls.

Reuse Existing Duct

Power Unit

New Submersible Power Unit. The power unit replacement includes the motor, pump, hydraulic valve, muffler, oil reservoir tank, hydraulic fluid, isolation assembly and all necessary hardware.

Jack

Reuse Existing Jack

Piping

All necessary pipe and fittings to connect the power unit to the jack unit shall be furnished by the contractor.

A new shutoff valve will be installed

Oil

BIODEGRADABLE OIL

Car Sling/Platform

Reuse Existing

Car Guides

Reuse Existing

Car Interior

Reuse Existing

Car Door Operation

Provide new closed loop door operation features, designed to operate the car and hoistway doors simultaneously. Door movements will be electrically cushioned at both limits of travel.

Door Restrictors	Mechanical Door Restrictors will be provided in accordance with ANSI A17.1 Code.
Door Protection	Provide New Electronic Safety Edge
Hoistway Entrances, Doors and Door Equipment	The existing hoistway door frames and door panels will be retained. The existing hoistway pickup rollers and interlocks will be reused if possible.
Hoistway Jamb Braille	New ADA Compliant Braille plates will be installed on the existing hoistway entrance frames.
Car Operating Panel	A new Brushed Stainless Steel Car Operating Panel will be provided accommodating all features provided by the microprocessor based controls. The new car operating panel will be provided with new push buttons, ADA compliant telephone, car position indicator, emergency lighting and Braille. The elevator return wall shall be either replaced or re-skinned with new stainless steel. These items shall be vandal resistant.
Car Arrival Lanterns	New Car Arrival Lanterns with Brushed Stainless Steel finish will be provided.
Floor Passing Signal	An ADA compliant audible signal will be provided to indicate to a passenger on the elevator that the elevator is stopping or passing a floor.
Alarm Bell	An emergency alarm bell will be connected to a plainly marked pushbutton in the elevator operating panel and to the battery operated emergency light device.
Wall Pushbuttons	New surface mounted Fusion Brushed Stainless Steel vandal resistant wall pushbutton fixtures will be installed at each landing. The new fixtures will include the Fire Exiting signs. The main egress floor will contain the Fire Service key switch and required verbiage.
Pit Ladders/Pit Equipment	A New Pit Ladder will be Installed. A New Pit Stop Switch will be Provided.

Inspection

- NYS Third Party Inspector pre-inspection (to find possible building related issues not covered under work scope that would be customers' responsibility)
- NYS Third Party Inspector post-inspection upon turn over.

All work described in this Proposal will be performed in accordance with the version of all applicable state or local codes that deal exclusively with the installation and/or modernization of elevators that are in effect at the time that this Proposal is fully executed. In the event that either (A) those codes change or (B) rulings are made by the applicable authority having jurisdiction that extend the application of those codes following the complete execution of this Proposal, the labor and materials necessary to ensure that the work described herein complies with such changes shall be performed at an additional cost to Purchaser based on standard billing rates as posted in its local office.

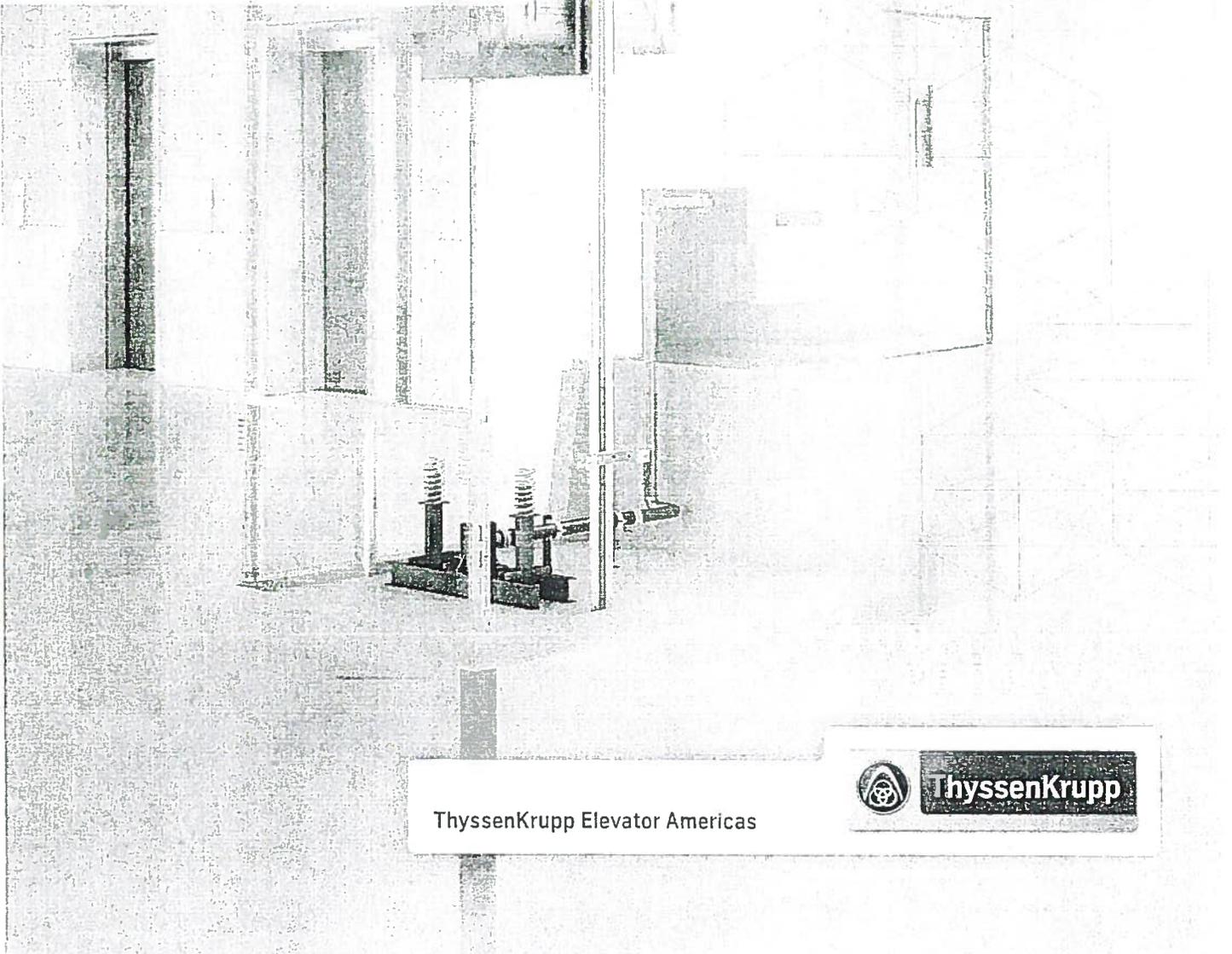
It is solely the contractor's responsibility to ensure that the work described in this Proposal meets all applicable Federal, state and/or local codes that do not deal exclusively with the installation and/or modernization of elevators and to secure any necessary permission and/or priority from all applicable governmental authorities to complete that work.

All elevator endeavors need to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) shall be made available for review at the request of the City of Cortland or its designated agent.

H
R

P
O
W
E
R

HYDRAULIC MODERNIZATION



ThyssenKrupp Elevator Americas



ThyssenKrupp

ThyssenKrupp Elevator Americas



Date: June 09, 2015

Purchaser: CORTLAND CITY HALL
Address: 25 COURT ST
City/State/Zip: CORTLAND NY 13045-2698

Project Location: CORTLAND CITY HALL
Project Address: 25 COURT ST
City/State/Zip: CORTLAND 13045-2698

On behalf of ThyssenKrupp Elevator, I am pleased to provide this multi-page proposal (the "Proposal") to perform certain work to modernize elevators - Passenger Elevator, at the above referenced location. This proposal is valid for 45 days.

If you have any questions or concerns, please do not hesitate to contact me at 315-437-7541. We appreciate your consideration.

Sincerely,

Jim Hulbert
Sales Representative
c/o ThyssenKrupp Elevator
6067 Corporate Dr.
E. Syracuse NY 13057
jim.hulbert@thyssenkrupp.com



SCOPE OF WORK

Group 1	HYDRAULIC	\$49,306.92
	<i>Passenger Elevator</i>	
Pump Unit		
Power Unit (Adjacent)	New - Power Unit (Adjacent)	
Shut Off Valve	New - Shut Off Valve Kit	
Oil	New - Oil	
Control System		
Controller (tank mounted)	New - Controller (tank mounted)	
Car Door Equipment		
Front Car Door Operator / Kit	New - Front Car Door Operator / Kit	
Rear Car Door Operator	New - Rear Car Door Operator	
Door Detectors	New - Infrared door detector	
Front Mechanical Restrictor Package	New - Front Car Door and Hatch Side Restrictors (vanes)	
Rear Mechanical Restrictor Package	New - Rear Car Door and Hatch Side Restrictors (vanes)	
Cab/Platform/Car Fixtures		
Main Car Station	New - Main Car Station Includes. Custom finish, Applied panel, Braille Plates, Digital Position Indicators, Standard Key Switch Package, Locked Service Cabinet, ADA Phone System, Emergency Light, Swing Return (TKE Cab only), Vandal Resistant Floor Buttons	
Car Position Indicator	New - Car Position Indicator	
Car Traveling Lantern	New - Car Riding Lantern (Standard)	
Hands Free Phone	New - Hands Free Phone	
Emergency Lighting	New - Emergency Lighting	
Hall and Lobby Fixtures		
Hall Stations (excluding Egress)	New - Hall Stations (excluding Egress)	
Egress Hall Stations (Lobby)	New - Egress Hall Stations (Lobby)	
Jamb Braille	New - Jamb Braille	
Hoistway Access Station	New - Hoistway Access Switch	
Hoistway Equipment		
Leveling Unit / Landing System	New - Leveling Unit / Landing System	
Hoistway Wiring		
Traveling Cable / Car Wiring	New - Traveling Cable / Car Wiring	
Hoistway Wiring	New - Hoistway Wiring Package	
Pit		
Pit Ladder	New - Pit Ladder	
Testing		
Adjusting and Pretest	New - Adjusting and Pretest	
Inspection	New - Inspection	
Miscellaneous		
Toe Guard	New - Toe Guard	
Material Handling	New - Material Handling	
Mobilization	New - Mobilization	





INSTALLATION SEQUENCE AND SCHEDULE

Preparation of submittals upon receipt of subcontract and plans (Additional Time Required for Cab, Signal, Entrance If Applicable)	2 - 4 weeks
Approval of submittals by Purchaser	Varies
Fabrication time from receipt of all approvals, fully executed contract, and payment of pre-production and engineering invoice.	4 Weeks
Modernization of elevator system <u>(Per Unit)</u> (After completion of all required preparatory work by others)	5 Weeks

Purchaser agrees to pay the sum of: Forty Nine Thousand Three Hundred Six Dollars and Ninety Two Cents (\$49,306.92)

Price includes shipping and delivery and sales/use tax imposed on ThyssenKrupp Elevator but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.

Any schedules for completion of the work described herein must be mutually agreed to by both parties in writing before becoming effective. In the event such a schedule cannot ultimately be met because of delays outside of ThyssenKrupp Elevator's control, ThyssenKrupp Elevator shall be entitled to an increase in the contract price that reflects an increase in its union labor rate and the cost of any materials since the time the contract was first fully executed by all parties.

All work specified herein will be performed during "regular working hours of regular working days as is customary in the elevator industry" defined as 8:00 AM to 4:30 PM, except scheduled holidays.

One or more Units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the state and in good standing with payment schedules. Temporary elevator service is not included in this Proposal.

Prior to commencing work, ThyssenKrupp Elevator will provide Purchaser with a written work schedule. That schedule and any changes to it shall be agreed to by both parties' authorized representatives in writing before becoming effective.

WORK NOT INCLUDED

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to ThyssenKrupp Elevator's performance of its work as described in this Proposal. It is Purchaser's sole responsibility to coordinate the performance of these items with ThyssenKrupp Elevator to ensure a successful completion of this project. The following is a list of those items that are not included in this Proposal:

1. Equipment Storage: the provision of a dry and secure area at the project site for storage of the elevator equipment at the time of delivery and the provision of adequate ingress and egress to this area. Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser's sole expense.
2. Electrical:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. the wiring to the controller for car lighting per N.E.C. Articles 620-22 and 620-51;
 - c. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - d. wiring and conduit from life safety panel or any other monitor station to the elevator machine room or a suitable connection point in hoistway;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring



- to the outside alarm bell as requested by all applicable code provisions
 - f. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - g. automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and
 - h. electrical cross connections between elevator machine rooms for emergency power purposes
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
3. Machine Room: a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting and a machine room temperature maintained between 50 and 90 degrees Fahrenheit, with a relative humidity less than 95% non-condensing;
 4. Heat and Smoke Sensing Devices: heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways with normally open dry contacts terminating at a properly marked terminal in the elevator controller;
 5. Dedicated Telephone Lines: a dedicated telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;
 6. Removal of Obstructions: the cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper modernization of the elevator(s);
 7. Fire Rating: the furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
 8. Flooring: all work relating to the flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
 9. Painting: all painting, except as otherwise specifically included herein;
 10. Waterproofing: ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
 11. If entrances are replaced: adequate bracing of entrance frames to prevent distortion during wall construction and all sill supports, steel angles, sill recesses, and the grouting of doorsills;
 12. If the hydraulic jack is replaced:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, ThyssenKrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at ThyssenKrupp Elevator's labor rates as posted in its local office along with the actual cost of any additional material plus 15%;
 - b. adequate ingress and egress, including ramping, for a truck-mounted drill rig;
 - c. removal of all dirt and debris from each hole location;
 - d. in ground protection systems other than ThyssenKrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;



- g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
- h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment;
- i. any spoils or water testing; and
- j. the hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. ThyssenKrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. ThyssenKrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

PAYMENT TERMS

Fifty Percent (50%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) will be due and payable as an initial progress payment within 30 days from ThyssenKrupp Elevator's receipt of a copy of this Proposal signed by the Purchaser. This initial payment will be applied to costs and fees associated with project management, permits, submittals, and raw material procurement, and its receipt will trigger the ordering of material to complete the scope of work described on pages 2 and 3.

An additional Fifty Percent (50%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite, ThyssenKrupp Elevator staging facility, or any other location designated by the Purchaser at its sole expense. ThyssenKrupp Elevator's receipt of payment is required prior to mobilization of its labor associated with the work described on pages 2 and 3.

Any additional amount, including change orders, is due at the time of completion and approval by the local authority having jurisdiction (if applicable), but prior to turnover of the equipment by ThyssenKrupp Elevator to the Purchaser for use. If there is more than one unit that is the subject of this Proposal, final payment shall be made separately as each unit is completed.

ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed and/or modernized pursuant to this Proposal until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full Proposal amount set forth on page 1 as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) along with all applicable change orders. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made as agreed, and ThyssenKrupp Elevator has received assurance satisfactory to it that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at 1 1/2 % per month or the highest legal rate, whichever is less.

In the event the Purchaser defaults on any payment, or on any other provision of this Proposal, the unpaid balance of the Proposal price (including any change orders), less the cost of completing the work, as estimated by ThyssenKrupp Elevator, shall immediately become due and payable.

WARRANTY

ThyssenKrupp Elevator warrants the equipment it installs under this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of ThyssenKrupp Elevator's "Final Acceptance" form(s) mentioned above on the express condition that all payments made under both this Proposal and any mutually agreed-to change orders have been made in full, or two (2) years from the date material ships from the manufacturer. This warranty is in lieu of any other warranty or liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will ThyssenKrupp Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give ThyssenKrupp



Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. ThyssenKrupp Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of any equipment that has been the subject of revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

TESTS, GOVERNMENTAL APPROVAL, CLEANUP AND PURCHASER INSPECTION

All work described in this Proposal will be performed in accordance with the version of all applicable state or local codes that deal exclusively with the installation and/or modernization of elevators that are in effect at the time that this Proposal is fully executed. In the event that either (A) those codes change or (B) rulings are made by the applicable authority having jurisdiction that extend the application of those codes following the complete execution of this Proposal, the labor and materials necessary to ensure that the work described herein complies with such changes shall be performed at an additional cost to Purchaser based on ThyssenKrupp Elevator's standard billing rates as posted in its local office.

It is solely the Purchaser's responsibility to ensure that the work described in this Proposal meets all applicable Federal, state and/or local codes that do not deal exclusively with the installation and/or modernization of elevators and to secure any necessary permission and/or priority from all applicable governmental authorities to complete that work.

At the conclusion of its work described herein, ThyssenKrupp Elevator will perform safety, full load, Phase I and Phase II Fire Service tests (as applicable) to ensure that the equipment that is the subject matter of this Proposal conforms to applicable codes and will provide Purchaser with copies of reports generated in conjunction with completed tests.

ThyssenKrupp Elevator will perform all tests described herein during regular working hours of regular working days as is customary in the elevator industry. Should the Purchaser require performance of these tests outside the regular working hours of regular working days as is customary in the elevator industry, ThyssenKrupp Elevator will provide Purchaser with a separate and additional proposal to accomplish those tasks at those times at an additional cost.

ThyssenKrupp Elevator shall not be liable for any damage to the building structure or the elevator resulting from the performance of any tests it shall perform at any time under this Proposal. At the conclusion of its work, ThyssenKrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in ThyssenKrupp Elevator's sole opinion, is neat and clean.

The price of this Proposal includes one (1) inspection by the local authority having jurisdiction. Should the local authority having jurisdiction refuse to issue written approval to Purchaser to use and operate the equipment due to items that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal, the Purchaser shall be financially responsible for (A) addressing those items, (B) the cost of the additional inspection(s) by the local authority having jurisdiction and (C) the labor incurred by ThyssenKrupp Elevator to attend those additional inspections at ThyssenKrupp Elevator's current billing rate as posted at its local office.

Should the Purchaser or the local authority having jurisdiction require ThyssenKrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate ThyssenKrupp Elevator for its time at ThyssenKrupp Elevator's current billing rate as posted at its local office.

Upon notice from ThyssenKrupp Elevator that the work described herein has been completed, Purchaser will arrange to complete an inspection of the work with ThyssenKrupp Elevator and will provide Purchaser's final acceptance thereof in writing by Purchaser's duly authorized representative at that time if the work is acceptable. The date and time for such an inspection shall be mutually agreed upon. In no event shall that inspection occur more than ten (10) business days after the date of ThyssenKrupp Elevator's written notice to Purchaser that the work herein has been completed unless both parties agree otherwise in writing. Immediately following its inspection of the work, Purchaser's duly authorized representative shall execute ThyssenKrupp Elevator's "Final Acceptance" form(s) prior to turnover and use of the equipment described in this Proposal. Purchaser shall not unreasonably delay or withhold such final inspection or its written acceptance of the work.



Terms and Conditions

Payment:

Unless stated otherwise elsewhere in this document, the price of this Proposal includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Proposal for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Proposal for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Acceptance:

Purchaser's acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

Safety:

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

Miscellaneous:

This Proposal does not include any maintenance, service or repair of the equipment or any other work not expressly described herein. ThyssenKrupp Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

ThyssenKrupp Elevator's performance of this Proposal is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of any equipment described in this Proposal.

Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Proposal or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Proposal, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy.

Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Proposal.

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the



above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Proposal, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Proposal, Purchaser shall compensate ThyssenKrupp Elevator therefor, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Proposal and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Proposal and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Proposal, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Proposal and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Proposal shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal. In the event any portion of this Proposal is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Proposal.

This Proposal shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond ThyssenKrupp Elevator's standard coverage and limits will be an addition to this Proposal's price.

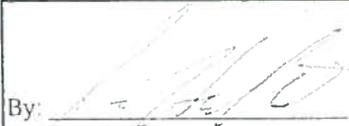
ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



Purchaser's acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Forty Nine Thousand Three Hundred Six Dollars and Ninety Two Cents (\$49,306.92).

Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation	CORTLAND CITY HALL	ThyssenKrupp Elevator Corporation Approval
By:  (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Jim Hulbert Sales Representative jim.hulbert@thyssenkrupp.com +1 315 4377541  (Date Submitted)	_____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	Jim Hulbert Sales Manager _____ (Date of Approval)

ThyssenKrupp Elevator Americas



SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number: US72538

Please Remit To: ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Attn: Nick Dovi
25 COURT ST
CORTLAND, NY 13045-2698

Terms	Repair No.	Customer Reference No./PO	Date	Reference Number
Immediate	2015-2-114228		June 09, 2015	ACIA-ZNEQKS

Total Contract Price \$49,306.92
Current Amount Due \$24,653.46

We accept credit card payments. Please call 401-642-2618 and ask for the SYRACUSE Branch Receivable Specialist.

Please detach the below section and provide along with payment.

Remit To:

ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Payment Reference ID:	ACIA-ZNEQKS
Quote #:	2015-2-114228
Customer Number:	
Remittance Amount:	24653.46

Customer Name: CORTLAND CITY HALL
Site Location: CORTLAND CITY HALL

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

RE: Assignment to City Owned Paving Unit

Whereas, the City of Cortland desires to add responsibilities to the Department of Public Works to be performed by members of the CSEA Unit 6558 involving maintenance and operation of a city owned paving unit and,

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

Therefore, the parties agree to the following:

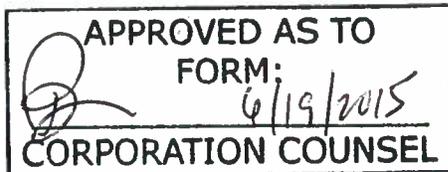
1. Effective June 22, 2015, the hourly rate for employees assigned duties related to the city owned paving unit shall be above that of the hourly rate for the employee assigned to perform the work for all hours performing such work as follows:
 - a. \$.50 per hour for the individual assigned as Crew Chief
 - b. \$.25 per hour for the individual(s) assigned to assist the Crew Chief
2. This agreement constitutes the full agreement and may only be changed by mutual agreement.

Brian Tobin, Mayor of Cortland

Dated: **June 18, 2015**

Joseph Call, Unit President

Will Streeter, Labor Relations Specialist





CORTLAND POLICE DEPARTMENT

2015 Police Vehicle Auction Proceeds



June 18, 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 unmarked police vehicle from the City of Cortland Police Department. The vehicle was a 2007 Chevrolet Impala (Car 9), which had been the subject of numerous electrical and mechanical issues over the life of the vehicle. The vehicle was sent to auction on June 10, 2015 and sold for \$5,200.00. Once all necessary fees were deducted the vehicle netted a total of \$4,900.00. I am requesting the full \$4,900.00 be appropriated to the above noted account, which if appropriated will be directly applied toward the purchase of new police vehicles in 2016.

\$4,900.00

CITY OF CORTLAND

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

RECEIPT

NAME		Hiltbrand	
ADDRESS			
SOLD BY	DATE	PH. NO.	
MUS	10/15/15		
		ADDT. FORWARD	
Item		49.00	
Auction proceeds			
MINOR Sals			
A 2655			
No. 041486		TOTAL 49.00	
<small>ALL CASH AND RETURNED CHECKS MUST BE ACCOMPANIED BY THIS BILL</small>			

BP4152-0

PRINTED IN U.S.A.

Thank You

mayorofc

From: Michael E Magee <mmagee2@twcny.rr.com>
Sent: Monday, June 22, 2015 7:52 PM
To: sue@cortlandny.com
Cc: mayor
Subject: CITY Application for Commission (Michael E Magee)

Name: Michael E Magee

Email Address: mmagee2@twcny.rr.com

Street Address: 127 Clinton Ave

City/State/Zip: Cortland N.Y.

Phone: 607-423-5156

Commission or Board you would like to be considered for: Board of Assessment Review

Why are you interested in this position? Would like to help the City anyway I could

What qualifications do you have for this position? None

--

Date/Time: 2015-06-22 16:51:51 PDT
Sender IP: 24.59.35.16 [United States] | qjvbu9w0374imlpf
Referrer: <http://cortland.org/city/commissions/application.htm>

CORTLAND HOUSING AUTHORITY

42 CHURCH STREET

CORTLAND, NEW YORK 13045

WARREN S. EDDY, Chairman

MARGARET J. LANN, Executive Director

Telephone: (607) 753-1771

Section 8: (607) 753-9364

Fax: (607) 753-7313

June 25, 2015

Ms. Joyce Nadge
City Clerk Office
Cortland City Hall
25 Court Street
Cortland, NY 13045

Rec'd 6/29/15

Dear Ms. Nadge,

The Cortland Housing Authority tenants recently completed the voting process to elect two Tenant Representatives for the Board of Directors. The term of the Tenant Representatives will begin on August 1, 2015 and will expire on July 31, 2017. The names of the representatives are:

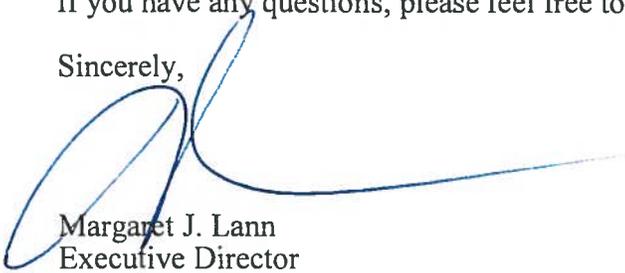
NAME	Martha Diehl
ADDRESS	42 Church Street, Apt. 806 Cortland, New York 13045

NAME	Tari Robbins
ADDRESS	51 Port Watson Street, Apt. 2005 Cortland, New York 13045

We are sending letters to the representatives to inform them to stop at City Hall to take the oath of office for their terms.

If you have any questions, please feel free to call the office at 753-1771, X223.

Sincerely,



Margaret J. Lann
Executive Director

To: Mayor and Members of Common Council

From: Mack Cook

Re: Resolution to authorize the Mayor to execute the Assignment Agreement between the City and Downtown Partnership and advance funds from the City's Capital Project and Development Funds towards the \$750,000 MARKETNY Grant reimbursable Ski Cortland expenditures.

Date: June 25, 2015

Through the 2014 CFA process the Downtown Partnership in conjunction with the City of Cortland was able to attract \$840,000 in MARKETNY Grant funding to market Cortland as a winter designation. This Grant accounted for 21% of the total Grants awarded under NYS's 2014 Recreation Tourism CFA program. The Grant was divided between two components: (1) \$750,000 to develop and execute a \$1,000,000 designation marketing campaign, and (2) \$90,000 towards the estimated \$450,000 in planned capital improvements to Greek Peak's Trax restaurant. This memorandum is limited to only the marketing component of the Grant.

In December of 2014, the City prepared and released an RFP for Marketing Services that was shared with Council in late December. Under the terms of the Grant the \$750,000 had to match with \$250,000 in equity funding. The Grant provided for a Grant administration fee of \$74,500 to be paid to the Downtown Partnership. In February the City and the Downtown Partnership commenced discussions with Song Mountain, Labrador, Toggenburg, Greek Peak, and the Cortland County Tourism and Convention Bureau, regarding a collaborative initiative to promote Cortland as a ski and stay designation in targeted out of region markets. The goals of the numerous meetings were to offer the opportunity to potential regional partners to leverage the marketing Grant funds to promote Cortland, identify a marketing firm that will successfully deliver our message, and ultimately to determine contributions levels amongst the partners to meet the Grant's \$250,000 required match. The City was never considered to be an equity contributor.

In June, after several months of discussion, Song, Labrador and Toggenburg concluded that the Grant requirement to expend funds for destination tourism did not fit within their business models and local day visit ski areas. Ultimately Greek Peak, with a contribution of \$229,000 and the Town of Virgil at \$21,000, emerged as the City and Downtown's partners on the project.

Cortland is quickly becoming a top sports tourism destination in New York State. Cortland's competitive advantage is the combination of its natural environment that is ideal for year round outdoor recreational activities and state of the art facilities at SUNY Cortland and the McDonald Sports Complex.

Innovative leadership and collaboration amongst the City of Cortland, Cortland County Regional Sports Council, Cortland Downtown Partnership Cortland County Convention and Visitor's Bureau, Town of Virgil, Greek Peak Mountain Resort and Hope Lake Lodge have identified a unique and attractive niche within this market for our region to draw additional tourism activity beyond the current number of annual visitors to the downtown's thriving entertainment district. Building upon the synergy of our collaboration and unique attributes, the City and the Cortland Downtown Partnership was remarkably able to obtain \$1,450,000 in State Grant funding to market and promote the connection between Greek Peak's ski and stay experience with the downtown entertainment district.

This Grant, as with all other grants awarded under the CFA program, is a reimbursable grant wherein the Grantee must pay the expenses first and then submit for reimbursement from the State. Therefore the money to be used must in place prior to start of engaging the services of marketing consultants and placing advertising. Under the terms of the Grant expenditures are to be made by March 2016 with reimbursement made thereafter. The Downtown Partnership does not have the financial resources to perform this role. However the City through its Capital Project and Development funds has that capacity without affecting the General Fund or using property tax revenues. The legal vehicle to make this happen is an agreement between the City and the Partnership wherein the Partnership assigned all rights, including the right to reimbursement from the State, to the City. (Agreement attached hereto)

The City, City residents, City Civic organizations and City businesses stand to gain on several fronts from the economic activity generated upon the successful implementation of this Grant. In 2013, the 56 ski areas in New York drove \$782.1 million dollars in direct and secondary economic activities in the State.¹ On a larger scale the NYS Tourism industry has an annual combined economic impact of over \$54 million dollars.² The tourism industry is the 4th leading employer in the State with over 700,000 employees. For every \$1 dollar the State invests in tourism promotion \$8 dollars is returned.

Total Output (Direct and Secondary) 2012-13:

	Aggregate Effect
Total direct ski area visitor expenditures	\$437,180,637
Total snowsports-specific retail expenditures (equipment, apparel, accessories)	\$ 88,590,318
Direct output ratio	85%
Direct output effect	\$446,905,312
Secondary output ratio (statewide)	75%
Secondary output effect (statewide)	\$335,178,984
Total output (direct and secondary)	\$782,084,295

Source: SANY Economic Value Analysis 2102/13 Season

Total direct aggregate winter spending was \$407.1 million dollars, while total direct summer visitor spending was estimated at \$30.1 million dollars. In sum, the total aggregate visitor annual spending was \$437.2 million dollars.³ Of this total, approximately 51% went directly to ski resort business, and 49% was spent to other businesses.⁴

¹ *Ski Areas of New York Economic Value Analysis, 2012/13 Season*, Ski Areas of New York (SANY), Research conducted by RBC Associates of Boulder, Colorado.
[https://www.iskiny.com/files/public/pdf/SKI AREAS OF NEW YORK ECON Study FINAL.pdf](https://www.iskiny.com/files/public/pdf/SKI%20AREAS%20OF%20NEW%20YORK%20ECON%20Study%20FINAL.pdf)

² Testimony Submitted by Scott Brandi, President Ski Areas of New York, Inc., Joint Legislative Hearing Economic Development, February 9, 2015.
http://assembly.state.ny.us/write/upload/files/testimony/20150209_econdev/20150209_Written%20Testimony%20Brandi.pdf

³ SANY Economic Value Analysis

In terms of employment generated in the downhill snowsports industry, an estimated 13,077 New York citizens were employed in 2013 in both winter and summer capacities. Employees earned \$60.1 million dollars in salaries and wages and \$15.2 in employment benefits.

Direct Employment by Ski Areas

	Full Time Employees	Part Time Employees	Total Employment
TOTAL	5,164	7,913	13,077

Source: SANY Economic Value Analysis 2102/13 Season

Ski areas in New York State are continually investing in improvements to their properties. These improvements have an important value to the economy that would otherwise not exist, often employing contractors and other businesses to do the work. The expenditures of capital investment in 2013 for all New York Ski areas were \$40.5 million dollars. For the three years ending in 2013 the estimated capital expenditures for ski areas in the State was \$174 million dollars. Since 2013, Greek Peak has reinvested approximately \$10 million in its facilities including a state of the art chair lift, snowmaking capacity, rental equipment, ski repair and tuning services, grooming equipment and guest services.

State income tax withheld from the State's ski areas employees was \$3.1 million dollars. Additionally, ski areas paid \$1.4 million in New York State income tax.

Locally Greek Peak had the following economic effects on the local economy in 2014:

Employment: Greek Peak and Hope Lake lodge jointly employed 339 individuals in 2014 residing in the 13045 zip code. Total payroll paid in 2014 to these residents was \$1,042,215. In general, employee wages have a 1:5 ratio to measure the economic impact upon local communities. The NYS Comptroller's Division of Local Government Services and Economic Development in an analysis of the economic impact Gore Mountain Ski Report have on the Town of North Creek used a conservative approach by

⁴ The economic activity associated with New York ski areas can be segmented into two major areas:

1. Direct economic activity associated with ski area visitor spending: i.e. economic activity derived from visitor (both winter and summer) purchases during their trips, e.g. lift tickets, lessons, equipment rentals, retail sales, dining, lodging, gasoline, etc. This direct economic activity includes visitor expenditures both on-mountain and off-mountain. Additionally, direct expenditures for ski and snowboard equipment and apparel were added into the direct economic activity calculation.
2. Indirect and induced economic activity associated with ski area trips: i.e. the "secondary" or "multiplier" effects attributable to the re-spending of dollars generated by visitor spending, e.g. purchases by businesses that directly serve skiers and snowboarders from their suppliers (indirect effects), and the re-spending of income earned by employees working for businesses that directly or indirectly serve ski area visitors (induced effects).

using a 1:4 ratio.⁵ Following the Comptroller's methodology the economic impact of wages paid by Greek Peak to local residents is \$4.2 million dollars.

Payroll of Employees Residing in the 13045 Zip Code

Location	Number of Employees	Salaries and Wages
Greek Peak Ski Area	186	\$ 480,027
Hope Lake Lodge	153	\$ 562,188
Totals	339	\$1,042,215

Source: Greek Peak Accounting Department

Sale Taxes: Greek Peak and Hope Lake Lodge jointly remitted to the State \$532,025 in collected Sales tax. Of this total 48.47 % was attributed to taxable sales generated in the months of December, January, February and March. The City's distributed share of the sales tax revenue generated was approximately \$48,000 dollars. The City receives approximately 9 cents on every dollar of sales taxes collected on taxable purchases at Greek Peak and Hope Lake Lodge. (Total Retail expenditures at NYS ski area in 2013 were \$8,767,222)

Occupancy Tax: Although the City does not receive a portion of the County Hotel Occupancy Tax many civic and non-profits located within the City and rendering services to City residents do. The County budgeted \$498,300 in 2015 in receipted occupancy receipts. In 2014 Hope Lake Lodge and Greek Peak Rentals generated \$166,926 in occupancy taxes or 33.4 % of the County's budgeted receipts. In 2015, the County distributed \$190,500 in Occupancy Tax Receipts to the following organizations that have direct ties to the City of Cortland and the quality of life of its residents.

Civic Organization	2015 Allocated of Occupancy Tax Receipts
1890 House Museum	\$ 8,500.00
Brockway Truck Show	\$ 10,000.00
Cortland Area Innkeepers	\$ 10,000.00
County Historical Society	\$ 8,500.00
Downtown Partnership	\$ 12,000.00
Regional Sport Council	\$ 105,000.00
Cortland Repertory Theatre	\$ 13,000.00
Cultural Council	\$ 7,500.00
Living History Center	\$ 8,500.00
Main Street Music Series	\$ 3,000.00
Pumpkinfest	\$ 3,500.00
United Way	\$ 1,000.00
	<u>\$ 190,500.00</u>

⁵ *Economic Impact Study of the Gore Mountain Interconnect*, NYS Comptroller Office of Local Government Services & Economic Development. Alan G. Hevesi, 2007

Property Tax: The Town of Virgil's Taxable Property Tax Base is \$238 million or approximately 45.4% of that of the City. Property owners in the Town contribute \$3.385 million in County property taxes, the third highest behind the City and Cortlandville. Virgil property owners account for 10.2% of the County's total property tax levy while with 2,559 residents account for 5.1% of the County's total population. Greek Peak, Hope Lake Lodge and property owners in the surrounding residential development pay the majority of those taxes.

The current poverty rate in the Town of Virgil is 3.1% compared to the City's rate of 23.0%.⁶ The median household income in the Town is \$61,816 while the City's income level is \$38,841. Twenty-eight (28) households in Virgil live below the Federal poverty level compared to 1,410 in the City. Virgil is the only municipality in Cortland County where the median household income exceeds the State average of \$53,046. Property taxes paid to the County by Virgil property owners contribute towards funding Medicaid, probation, prekindergarten enhanced services, senior citizen programs, indigent defense and other social services to many City residents. City property owners are directly benefited by enhancing the property tax base of properties in the Greek Peak complex for they are then further sheltered from bearing the total cost of County services rendered to City residents.

Downtown Partnership: The Downtown Partnership is an essential element of the City's operation through parking management, event planning and Main Street maintenance in addition to being a conduit for property revitalization and economic development programming. The \$74,500 Grant administration fee that would inure to the Partnership will provide vital income to the Partnership.

City Restaurants and Hotels: As the afore-referenced research attest to⁷, the increased designation visitation to Greek Peak will have a positive residual effect to City restaurants and hotels as visitors seek diversity in dining opportunities and lodging at various price points. Economic opportunities for City businesses will be greatly enhanced with development and deployment of web and social median advertisement accessible to visitors in planning their area activities. City restaurants and hotels also stand to benefit from marketing consulting services afforded to them under the Grant's scope of activities.

Total Aggregate Visitor Spending and Share to Ski Areas and Other Businesses, 2012/13

	Spending per Visit	Aggregate Ski Area Visitor Spending	Share of Visitor Spending
Estimated resort operator revenue	\$ 55	\$222,773,173	51.0%
Estimated revenues accruing to other businesses	\$ 54	\$214,407,464	49.0%
Total visitor direct expenditures	\$109	\$437,180.637	100.0%

⁶ *A Profile of Demographics, City of Cortland and the Town of Virgil*, Produced by Headwater Economics based upon the U.S. Census Bureau's 2013 Annual Community Services supplemental with demographic data compiled by Seven Valley's Health Care Coalition and published in Cortland Counts.

⁷ Additional analysis is contained in the *Economic Impact of the New York State Olympic Regional Development Authority (ORDA) 2007-2008 Fiscal Year*, September 22, 2008 prepared by the Technical Assistance Center (TAC) at the State University of New York at Plattsburg
<http://www.orda.org/corporate/pdf/economic/economic07-08.pdf>

Source: SANY Economic Value Analysis 2102/13 Season

City's Credibility in the CFA process: The City has earned credibility among members of the Central NY Regional Economic Council. Success in this high profile Grant is essential to maintain that credibility essential for successful Grant applications in future years.

Due to the City's successful participation in the CFA process the current cash position of the Capital fund is \$2.8 million dollars. Additional proceeds of \$1.5 million from awarded Grants are expected to be received in the beginning of the third quarter. The City earns interest less than 1% on held cash. The Assignment Agreement provides that it will receive 2.5% on advanced funds paid from the Grant's Administration fee.

Your support in authorizing the Mayor to execute the assignment agreement and permitting the use of funds held in the Capital Project funds and Community Development to cash flow the \$750,000 reimbursable marketing funds is essential to the execution of the Grant and achievement of the economic benefits sought to be gained.

Respectfully Submitted,

Mack

Note of full disclosure:

Sylvia and I own jointly a .86 acre building lot in the Greek Peak complex with an appraised value of \$15,000. I have discussed any possible Conflict of Interest with Corporation Counsel. I have been advised that in Counsel's opinion none exist.

Agreed:

Corporation Counsel

ASSIGNMENT OF CONTRCT

The City of Cortland, NEW YORK, a municipal corporation under the law of the State of New York (herein sometimes called "Assignee"), with offices at 25 Court Street, Cortland, NY 13045; and Cortland Downtown Partnership, with offices located at 9 Main Street, Cortland, NY 13045 (herein sometimes called "Assignor").

\$840,000.00, the undersigned Assignor hereby assigns, transfers and sets over to (Assignee) all rights, title and interest held by the Assignor in and to the following described contract:

SKI CORTLAND MARKET PLAN/REGIONAL COUNCIL AWARD

The Assignor warrants and represents that said contract is in full force and effect and is fully assignable, and is without modification, and remains on the terms contained.

The Assignor hereby agrees to perform all executory obligations of the Assignor under the contract and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee; including but not limited to comply with marketing obligations. Assignee shall administer the fund and payout to vender(s) upon request of Assignor. Assignee shall charge a reasonable fee for said services.

The Assignee shall be entitled to all money remaining to be paid under the contract, which rights are also assigned hereunder.

The Assignor further warrants that it has full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and/or assigns.

Signed this ____ day of July, 2015.

Assignor; Downtown Buiness Partner

By: Adam Megivern, Executive Director

Assignee; City of Cortland

By: Brian Tobin, Mayor
Attached: Regional Council Award



**REGIONAL COUNCIL AWARD – INCENTIVE PROPOSAL
Cortland Downtown Partnership
May 18, 2015**

This **Incentive Proposal** outlines the general terms and conditions of the incentive package being offered by Empire State Development (“ESD”)* to the Cortland Downtown Partnership to assist with its project in Cayuga County. This offer is subject to the availability of funds, completion of any applicable (1) non-discrimination and contractor diversity, (2) environmental and historic and (3) smart growth review requirements, approval by the ESD Directors, applicable statutes, and compliance with program requirements.

* The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

I. GENERAL INFORMATION

- a) **Recipient Name:** Cortland Downtown Partnership (the “Recipient”)
- b) **Contact Information:** Adam Megivern
Executive Director
9 Main Street
Cortland, NY 13045
Phone: (617) 342-2684
E-mail: adam@cortlanddowntown.com
- c) **Project Location(s):** Cayuga County, NY
- New York State Empire Zone:** N/A
- d) **Type of Business:** Non Profit
- e) **Number of Full-time, Permanent Employees at all NYS Locations as of Today’s Date:** N/A
- f) **Number of Full-time, Permanent Employees at Project Location(s) as of Today’s Date:** N/A
- g) **Number of Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s) as of Today’s Date:** N/A

II. PROJECT SPECIFICS

- a) **Project Description:** To enhance and promote the winter/snowsport industry in Cortland and Central New York by implementing a marketing plan and making capital enhancements to the Greek Peak Mountain Resort.
- b) **Estimated Schedule:** Begin: December 2014
Complete: March 2016
Estimated ESD Directors' Approval: April 2016

III. PROJECT BUDGET

You have informed us that the following costs will be incurred to complete this project. It is understood that these costs are estimates, based on the best information available to date. If these figures change, please inform your ESD contact as soon as possible.

Construction/Renovation:	\$450,000
Multi-Media Marketing Plan:	\$1,000,000
Total Estimated Cost:	\$1,450,000

IV. ESD INCENTIVES

Market NY Grant – Working Capital & Capital Project #Z764 and #Z765 / CFA #42488

- a) **Amount:** \$750,000 – Z764 (Working Capital Grant)
\$90,000 – Z765 (Capital Grant)
\$840,000 TOTAL
- b) **Use of Funds:** Reimbursement of a portion of the costs associated with the construction and renovation expenditures, as well as reimbursement of a portion of the costs for the "Ski Cortland" market plan elements.
- c) **Requirements:** Funds will be disbursed in lump sum upon project completion, as described in Sections II and III above and as evidenced by attainment of a certificate of occupancy and/or other documentation verifying project completion as ESD may require, and documentation verifying project expenditures of approximately \$1,450,000.

In the event I LOVE NY/NYS Division of Tourism would choose to have a presence at events in connection with this grant, no further funds shall be exchanged for a sponsorship or space fee.

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2017. Expenditures incurred prior to December 11, 2014 are not eligible project costs and cannot be reimbursed by grant funds.

General Requirements

- **Equity:**

The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project or grants from a government source.
- **Fees:**

The Recipient will provide a \$250 Application Fee, due when this Incentive Proposal is returned and a 1% commitment fee (\$8400), due after ESD Directors' approval at the time a Grant Disbursement Agreement is executed. In addition, the Recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, and other requirements deemed appropriate by ESD.
- **Non-Discrimination & Contractor and Supplier Diversity Requirements:**

ESD's Non-discrimination & Contractor and Supplier Diversity policy will apply to the project. The Recipient shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8) to achieve an overall Minority and Women Business Enterprise (MWBE) participation goal of 30% (\$252,000) related to the total value of ESD's funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the project. A further explanation of the MWBE requirements is attached hereto.
- **Environmental, Historic and Smart Growth Review:**

Please note in particular the Environmental, Historic and Smart Growth Review requirements at the end of the attached document, which, if applicable, must be satisfied prior to ESD Directors' approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.
- **Environmental Sustainability:**

ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.
- **Insurance Requirements:**

For Project Location OUTSIDE of New York City, Long Island or Westchester:
The Recipient shall maintain Commercial General Liability insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate and Three Million Dollars (\$3,000,000) umbrella. ESD and each of its directors, officers, employees, agents and representatives shall be additional insureds and certificate holders, on a primary and non-participatory basis, with full waiver of subrogation (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 26 11 85) or equivalent acceptable to ESD. In addition, if the grant or loan contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.
- **Modification:**

ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances.
- **Not-For-Profit Organizations:**

Not-for-profit organizations must complete the following prior to ESD Directors' approval and execution of a Grant Disbursement Agreement or Loan Agreement: 1) be prequalified in New York State Grants Gateway; 2) be registered and up-to-date with filings with the New York State Office of the Attorney General's Charities Bureau; and 3) be registered and up-to-date with the New York State Office of the State Comptroller's VendRep System. Further information can be found in the attached "General Information for Not-For-Profit Organizations."

- **Reservations of Rights Concerning Funding Commitment:**
It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project.
- **Next Steps After Accepting this Incentive Proposal:**
Within approximately 30 days of your acceptance of this Incentive Proposal, your Project Manager will acknowledge receipt of the signed Incentive Proposal and will provide a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Directors' approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Directors' approval typically occurs at project completion.

V. SUMMARY

Market NY Capital Grant	\$ 90,000
Market NY Working Capital Grant	\$750,000
Total ESD Assistance:	\$840,000

Expiration of Proposed Offer:

This proposal expires 30 (thirty) days from the date of this offer unless endorsed below and received by ESD prior to the expiration date.

APPROVED BY: _____



Date: _____

5/18/15

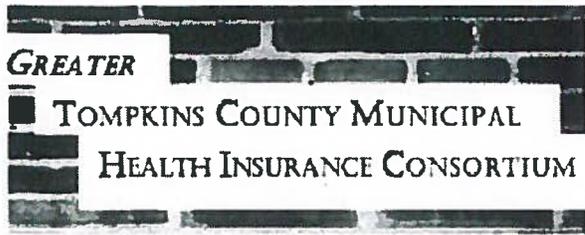
Edwin Lee, Vice President
ESD Loans & Grants
633 Third Avenue
New York, NY 10017
Phone: (212) 803-3618

ACCEPTED BY: _____

Date: _____

Jonathan Fulcher, President
Cortland Downtown Partnership
42 Northwood Drive
Buffalo, NY 14223
Phone: (716) 514-6148

* Please see the following Affirmation page, which must be completed, signed and notarized for this Incentive Proposal to be considered accepted.



Municipalities building a
stable insurance future

125 E. Court Street
Ithaca, NY 14850
607-274-5590
INFO: consortium@twcny.rr.com
www.tompkinscountyny.gov/hconsortium

June 30, 2015

Dear Mayor or Supervisor,

As participants in the Greater Tompkins Municipal Health Insurance Consortium (Consortium), we are bound by the Municipal Cooperative Agreement (MCA) which was accepted and signed by your municipality. Section Q.2. of the MCA requires the Consortium participants to review and amended the MCA as necessary before the anniversary of the fifth year, which is on or about October 1, 2015.

Pursuant to the MCA, the Consortium asked each participant to review the existing MCA and send comments. The Consortium also received comments from the NYS Department of Financial Services. A special committee of the Consortium Board of Directors incorporated these suggestions as well as reviewed the MCA from an operations perspective and developed the attached MCA (both clean copy and changes noted documents).

The Consortium Board of Directors has approved the amended MCA and is recommending that each participant adopt resolutions authorizing their Supervisor or Mayor to sign the amended MCA. Upon receipt of all of the municipal authorization resolutions, a signature page will be made available for signatures.

Please perform the due diligence your municipality requires. Report any issues that prevent your municipality from signing as soon as possible. Please consider setting a goal of approval during your August 2015 meetings.

Sincerely,

Don Barber, Executive Director
Greater Tompkins County Municipal Health Insurance Consortium

Att.: Proposed 2015 Amended Municipal Cooperative Agreement
Sample Resolution

**Approval of the 2015 Amendment to the Municipal Cooperative Agreement for the Greater
Tompkins County Municipal Health Insurance Consortium**

WHEREAS, the _____ (municipality) is a Participant in the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium"), a municipal cooperative organized under Article 47 of the New York Insurance Law, and

WHEREAS, the municipal participants in the Consortium, including this body, have approved and executed a certain Municipal Cooperation Agreement (the "Agreement"; effective date of October 1, 2010) and Amendment (2014) that provides for the operation and governance of the Consortium, and

WHEREAS, Article 47 of the New York Insurance Law (the "Insurance Law") and the rules and regulations of the New York State Department of Financial Services set forth certain requirements for governance of municipal cooperatives that offer self-insured municipal cooperative health insurance plans, and

WHEREAS, the Agreement sets forth in Section Q2 that continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on each fifth (5th) anniversary date thereafter (each a "Review Date"), and

WHEREAS, by motion 005-2015, adopted on May 28, 2015, the Consortium's Board of Directors recommends approval of the 2015 amended agreement based on review of the document by the Municipal Cooperative Agreement Review Committee, the New York State Department of Financial Services, and the Consortium's legal counsel, and

WHEREAS, the Municipal Cooperative Agreement requires that amendments to the agreement be presented to each participant for review and adopted by its municipal board,

WHEREAS, the _____ (municipality) is in receipt of the proposed amended Agreement and has determined that it is in the best interest of its constituents who are served by the Consortium to amend the Agreement as set forth in the attached 2015 Amended Municipal Cooperative Agreement, now therefore be it

RESOLVED, that the _____ (municipality) approves and authorizes the (Mayor or Supervisor) to sign the 2015 Amendment to the Municipal Cooperative Agreement of the Greater Tompkins County Municipal Health Insurance Consortium, and

RESOLVED, further, that the Clerk of the _____ (municipality) is hereby authorized to execute this Resolution to indicate its approval, transmit a copy thereof to the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium, and take any other such actions as may be required by law.

06/30/2015 09:29
6915M7UL

City of Cortland
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY

PG 1
P7journal1

WARRANT 1513

PAY PERIOD 06/18/2015 to 07/01/2015

CHECK DATE 07/02/2015

YEAR 2015 PERIOD 7
EXPENDITURE ENTRIES
SHORT DESC

GL EFF DATE 07/02/2015
REFERENCE 1513
REFERENCE2 11513

YEAR	2015	PERIOD	7	ACCOUNT NUMBER	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	GL EFF DATE	07/02/2015	EXPENDITURE
A-01-1010-0000-0000-5100000					COMMON COUNCIL	PERS SERV			1,072.80
A-01-1010-0000-0000-580100					COMMON COUNCIL	FICA/MED CITY SHARE			56.95
A-01-1210-0000-0000-510000					MAYOR	PERS SERV			3,796.00
A-01-1210-0000-0000-580100					MAYOR	FICA/MED CITY SHARE			290.39
A-01-1325-0000-0000-510000					FINANCE DEPT.	PERS SERV			19,209.59
A-01-1325-0000-0000-580100					FINANCE DEPT.	FICA/MED CITY SHARE			1,421.45
A-01-1410-0000-0000-510000					CITY CLERK	PERS SERV			2,051.14
A-01-1410-0000-0000-580100					CITY CLERK	FICA/MED CITY SHARE			143.46
A-01-1420-0000-0000-580100					LAW DEPARTMENT	PERS SERV			3,995.37
A-01-1420-0000-0000-510000					LAW DEPARTMENT	FICA/MED CITY SHARE			2,292.78
A-01-1680-0000-0000-510000					CENTRAL DATA PROCESSING	PERS SERV			2,883.42
A-01-1680-0000-0000-580100					CENTRAL DATA PROCESSING	FICA/MED CITY SHARE			205.51
A-03-3120-0000-0000-510000					POLICE DEPARTMENT	PERS SERV			111,293.70
A-03-3120-0000-0000-510000					POLICE DEPARTMENT	PERS SERV LONGEVITY			7,050.00
A-03-3120-0000-0000-510300					POLICE DEPARTMENT	PERS SERV SCH CROSSING GU			4,919.64
A-03-3120-0000-0000-510300					POLICE DEPARTMENT	PERS SERV PART-TIME			524.95
A-03-3120-0000-0000-510400					POLICE DEPARTMENT	PERS SERV O/T			8,294.95
A-03-3120-0000-0000-510400					POLICE DEPARTMENT	PERS SERV SHIFT DIFP			2,516.41
A-03-3120-0000-0000-510700					POLICE DEPARTMENT	PERS SERV ON CALL PAY			704.00
A-03-3120-0000-0000-510800					POLICE DEPARTMENT	PERS SERV OFFICER IN CHG			343.00
A-03-3120-0000-0000-510900					POLICE DEPARTMENT	PERS SERV FIREARMS QUALIF			710.00
A-03-3120-0000-0000-511100					POLICE DEPARTMENT	PERS SERV TXBL CLOTH & ME			300.00
A-03-3410-0000-0000-510900					FIRE DEPARTMENT	FICA/MED CITY SHARE			10,116.91
A-03-3410-0000-0000-510000					FIRE DEPARTMENT	PERS SERV			80,517.10
A-03-3410-0000-0000-510301					FIRE DEPARTMENT	PERS SERV PART-TIME			7,200.00
A-03-3410-0000-0000-510401					FIRE DEPARTMENT	PERS SERV SHIFT MANNING			474.52
A-03-3410-0000-0000-510403					FIRE DEPARTMENT	PERS SERV TRAINING			290.04
A-03-3410-0000-0000-510406					FIRE DEPARTMENT	PERS SERV WORKED DT DAYS			1,044.14
A-03-3410-0000-0000-510407					FIRE DEPARTMENT	PERS SERV UNUSED HOL			3,793.40
A-03-3410-0000-0000-510409					FIRE DEPARTMENT	PERS SERV UNUSED VAC			1,303.85
A-03-3410-0000-0000-510901					FIRE DEPARTMENT	PERS SERV OUT OF TITTLE			118.90
A-03-3620-0000-0000-510000					BUILDING INSPECTION, HOUSING	FICA/MED CITY SHARE			6,950.07
A-03-3620-0000-0000-510000					BUILDING INSPECTION, HOUSING	PERS SERV			8,280.71
A-03-3620-0000-0000-510301					BUILDING INSPECTION, HOUSING	PERS SERV PART-TIME			2,400.00
A-03-3620-0000-0000-580100					BUILDING INSPECTION, HOUSING	FICA/MED CITY SHARE			777.12
A-05-5010-0000-0000-510000					DPW ADMINISTRATION	PERS SERV			7,582.02
A-05-5010-0000-0000-580100					DPW ADMINISTRATION	FICA/MED CITY SHARE			560.83
A-05-5110-0000-0000-510000					DPW MAINTENANCE	PERS SERV			26,706.25
A-05-5110-0000-0000-580100					DPW MAINTENANCE	FICA/MED CITY SHARE			1,134.51
A-05-5132-0000-0000-510000					DPW GARAGE	PERS SERV O/T			2,038.12
A-05-5132-0000-0000-580100					DPW GARAGE	FICA/MED CITY SHARE			1,481.60
A-07-7010-0000-0000-510000					RECREATION ADMINISTRATION	PERS SERV			101.77
A-07-7010-0000-0000-580100					RECREATION ADMINISTRATION	FICA/MED CITY SHARE			4,269.58
A-07-7110-0000-0000-510000					PARKS	PERS SERV CITY SHARE			318.91
A-07-7110-0000-0000-510400					PARKS	PERS SERV			7,913.81
A-07-7110-0000-0000-580100					PARKS	FICA/MED CITY SHARE			175.32

06/30/2015 09:29
6915mJul

City of Corland
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY

WARRANT 1513

PAY PERIOD 06/18/2015 to 07/01/2015

CHECK DATE 07/02/2015

YEAR 2015 PERIOD 7
EXPENDITURE ENTRIES
SHORT DESC

GL REF DATE 07/02/2015
REFERENCE 1513
REFERENCE2 11513

ACCOUNT NUMBER

ORGANIZATION TITLE

ACCOUNT DESCRIPTION

EXPENDITURE

A-07-7140-0000-0000-510000 PLAYGROUND & RECR. CENTER
 A-07-7140-0000-0000-510400 PLAYGROUND & RECR. CENTER
 A-07-7140-0000-0000-580100 BEACH & POOL
 A-07-7180-0000-0000-510000 BEACH & POOL
 A-07-7180-0000-0000-580100 SKATE PARK
 A-07-7265-0000-0000-510000 SKATE PARK
 A-07-7265-0000-0000-580100 YOUTH PROGRAMS
 A-07-7310-0000-0000-510000 YOUTH PROGRAMS
 A-07-7310-0000-0000-580100 HOSPITAL & MEDICAL INSURANCE
 A-09-9060-0000-0000-580000 HOSPITAL & MEDICAL INSURANCE

PERS SERV 9,657.49
 PERS SERV O/T 82.67
 FICA/MED CITY SHARE 722.85
 PERS SERV 10,282.96
 FICA/MED CITY SHARE 786.64
 PERS SERV 1,229.38
 FICA/MED CITY SHARE 94.04
 PERS SERV 926.38
 FICA/MED CITY SHARE 70.87
 EMPLOYEE BENEFITS 68,422.82
 FUND TOTALS 440,454.29

FX-08-8310-0000-0000-510000 WATER ADMIN
 FX-08-8310-0000-0000-510001 WATER ADMIN
 FX-08-8310-0000-0000-580100 WATER ADMIN
 FX-08-8320-0000-0000-510000 SOURCE OF SUPPLY & PUMPING
 FX-08-8320-0000-0000-510001 SOURCE OF SUPPLY & PUMPING
 FX-08-8320-0000-0000-580100 SOURCE OF SUPPLY & PUMPING
 FX-08-8340-0000-0000-510000 TRANSMISSION & DISTRIBUTION
 FX-08-8340-0000-0000-580100 TRANSMISSION & DISTRIBUTION

PERS SERV 6,739.48
 PERS SERV OPERATOR STIPEN 2,500.00
 FICA/MED CITY SHARE 683.02
 PERS SERV 2,208.80
 PERS SERV OPERATOR STIPEN 2,500.00
 FICA/MED CITY SHARE 348.64
 PERS SERV 7,612.00
 FICA/MED CITY SHARE 547.57
 FUND TOTALS 23,139.51

G-08-8110-0000-0000-510000 WASTEWATER ADMIN
 G-08-8110-0000-0000-510400 WASTEWATER ADMIN
 G-08-8110-0000-0000-580100 WASTEWATER ADMIN
 G-08-8130-0000-0000-510000 SEWAGE TREATMENT & DISPOSAL
 G-08-8130-0000-0000-510400 SEWAGE TREATMENT & DISPOSAL
 G-08-8130-0000-0000-580100 SEWAGE TREATMENT & DISPOSAL

PERS SERV 4,739.06
 PERS SERV O/T 66.18
 FICA/MED CITY SHARE 351.52
 PERS SERV 18,032.97
 PERS SERV O/T 978.73
 FICA/MED CITY SHARE 1,380.49
 FUND TOTALS 25,548.95

GRAND TOTALS 489,142.75



06/30/2015 09:29
6915mjvl

City of Cortland
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY

CLERK: 6915mjvl

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT LINE DESC	T	OB	DEBIT	CREDIT
2015 7 5										
PRJ A1010-510000	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513			1,072.80	
PRJ A00-1200	07/02/2015		1513	11513	11513	Cash - Equity in Pool				489,142.75
PRJ A1010-580100	07/02/2015		1513	11513	11513	WARRANT=1513			56.95	
PRJ A1210-510000	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE			3,796.00	
PRJ A1210-580100	07/02/2015		1513	11513	11513	WARRANT=1513			290.39	
PRJ A1325-510000	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513			19,209.59	
PRJ A1325-580100	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE			1,421.45	
PRJ A1410-510000	07/02/2015		1513	11513	11513	WARRANT=1513			2,051.14	
PRJ A1410-580100	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513			143.46	
PRJ A1420-510000	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE			3,995.37	
PRJ A1420-580100	07/02/2015		1513	11513	11513	WARRANT=1513			292.78	
PRJ A1680-510000	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513			2,883.42	
PRJ A1680-580100	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE			205.51	
PRJ A3120-510000	07/02/2015		1513	11513	11513	WARRANT=1513			111,293.70	
PRJ A3120-510200	07/02/2015		1513	11513	11513	PERS SERV LONGEVITY			7,050.00	
PRJ A3120-510300	07/02/2015		1513	11513	11513	WARRANT=1513			4,919.64	
PRJ A3120-510301	07/02/2015		1513	11513	11513	PERS SERV SCH CROSSING GUARDS			524.95	
PRJ A3120-510400	07/02/2015		1513	11513	11513	WARRANT=1513			8,254.52	
PRJ A3120-510700	07/02/2015		1513	11513	11513	PERS SERV O/T			2,516.41	
PRJ A3120-510800	07/02/2015		1513	11513	11513	WARRANT=1513			704.00	
PRJ A3120-510900	07/02/2015		1513	11513	11513	PERS SERV SHFT DIFP			343.00	
PRJ A3120-511000	07/02/2015		1513	11513	11513	WARRANT=1513			710.00	
PRJ A3120-511100	07/02/2015		1513	11513	11513	PERS SERV FIREARMS QUALIF			300.00	
PRJ A3120-580100	07/02/2015		1513	11513	11513	WARRANT=1513			10,116.91	

06/30/2015 09:29
6915mjl

City of Cortland
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ A3410-510000	07/02/2015		1513	11513	11513	WARRANT=1513		80,517.10	
						PERS SERV			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A3410-510301	07/02/2015		1513	11513	11513	WARRANT=1513		7,200.00	
						PERS SERV PART-TIME			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A3410-510401	07/02/2015		1513	11513	11513	WARRANT=1513		474.52	
						PERS SERV SHIFT MANNING			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A3410-510403	07/02/2015		1513	11513	11513	WARRANT=1513		290.04	
						PERS SERV TRAINING			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A3410-510406	07/02/2015		1513	11513	11513	WARRANT=1513		1,044.14	
						PERS SERV WORKED DT DAYS			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A3410-510407	07/02/2015		1513	11513	11513	WARRANT=1513		3,793.40	
						PERS SERV UNUSED HOL			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A3410-510409	07/02/2015		1513	11513	11513	WARRANT=1513		1,303.85	
						PERS SERV UNUSED VAC			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A3410-510901	07/02/2015		1513	11513	11513	WARRANT=1513		118.90	
						PERS SERV OUT OF TITLE			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A3410-580100	07/02/2015		1513	11513	11513	WARRANT=1513		6,950.07	
						FICA/MED CITY SHARE			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A3620-510000	07/02/2015		1513	11513	11513	WARRANT=1513		8,280.71	
						PERS SERV			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A3620-510301	07/02/2015		1513	11513	11513	WARRANT=1513		2,400.00	
						PERS SERV PART-TIME			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A3620-580100	07/02/2015		1513	11513	11513	WARRANT=1513		777.12	
						FICA/MED CITY SHARE			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A5010-510000	07/02/2015		1513	11513	11513	WARRANT=1513		7,582.02	
						PERS SERV			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A5010-580100	07/02/2015		1513	11513	11513	WARRANT=1513		560.83	
						FICA/MED CITY SHARE			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A5110-510000	07/02/2015		1513	11513	11513	WARRANT=1513		26,706.25	
						PERS SERV			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A5110-510400	07/02/2015		1513	11513	11513	WARRANT=1513		1,134.51	
						PERS SERV O/T			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A5110-580100	07/02/2015		1513	11513	11513	WARRANT=1513		2,038.12	
						FICA/MED CITY SHARE			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A5132-510000	07/02/2015		1513	11513	11513	WARRANT=1513		1,481.60	
						PERS SERV			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A5132-580100	07/02/2015		1513	11513	11513	WARRANT=1513		101.77	
						FICA/MED CITY SHARE			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A7010-510000	07/02/2015		1513	11513	11513	WARRANT=1513		4,269.58	
						PERS SERV			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A7010-580100	07/02/2015		1513	11513	11513	WARRANT=1513		318.91	
						FICA/MED CITY SHARE			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A7110-510000	07/02/2015		1513	11513	11513	WARRANT=1513		7,913.81	
						PERS SERV			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A7110-510400	07/02/2015		1513	11513	11513	WARRANT=1513		175.32	
						PERS SERV O/T			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			
PRJ A7110-580100	07/02/2015		1513	11513	11513	WARRANT=1513		593.63	
						FICA/MED CITY SHARE			
						WARRANT=1513			
						RUN=1			
						BIWEEKLY			



06/30/2015 09:29
6915mjtul

City of Cortland
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT LINE DESC	T OB	DEBIT	CREDIT
PRJ A7140-510000	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513		9,657.49	
PRJ A7140-510400	07/02/2015		1513	11513	11513	PERS SERV O/T WARRANT=1513		82.67	
PRJ A7140-580100	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE WARRANT=1513		722.85	
PRJ A7180-510000	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513		10,282.96	
PRJ A7180-580100	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE WARRANT=1513		786.64	
PRJ A7265-510000	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513		1,229.38	
PRJ A7265-580100	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE WARRANT=1513		94.04	
PRJ A7310-510000	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513		926.38	
PRJ A7310-580100	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE WARRANT=1513		70.87	
PRJ A9060-580000	07/02/2015		1513	11513	11513	EMPLOYEE BENEFITS WARRANT=1513		68,422.82	
PRJ FX8310-510000	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513		6,739.48	
PRJ FX8310-510001	07/02/2015		1513	11513	11513	PERS SERV OPERATOR STIPEND WARRANT=1513		2,500.00	
PRJ FX8320-510000	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE WARRANT=1513		683.02	
PRJ FX8320-510001	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513		2,208.80	
PRJ FX8320-580100	07/02/2015		1513	11513	11513	PERS SERV OPERATOR STIPEND WARRANT=1513		2,500.00	
PRJ FX8340-510000	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE WARRANT=1513		348.64	
PRJ FX8340-580100	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513		7,612.00	
PRJ G8110-510000	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513		547.57	
PRJ G8110-510400	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE WARRANT=1513		4,739.06	
PRJ G8110-580100	07/02/2015		1513	11513	11513	PERS SERV O/T WARRANT=1513		66.18	
PRJ G8130-510000	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE WARRANT=1513		351.52	
PRJ G8130-510400	07/02/2015		1513	11513	11513	PERS SERV WARRANT=1513		18,032.97	
PRJ G8130-580100	07/02/2015		1513	11513	11513	FICA/MED CITY SHARE WARRANT=1513		978.73	
PRJ A00-1200	07/02/2015		1513	11513	11513	Cash - Equity in Pool		1,380.49	
								230,326.28	

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT LINE DESC	T	OB	DEBIT	CREDIT
PRJ TA0-2012	07/02/2015		1513	11513	11513	WARRANT=1513 RUN=1 BIWEEKLY				3,745.89
PRJ TA0-2012	07/02/2015		1513	11513	11513	Payroll - Retirement W/H				18,414.54
PRJ TA0-2021	07/02/2015		1513	11513	11513	Payroll - NYS W/H				51,216.72
PRJ TA0-2022	07/02/2015		1513	11513	11513	WARRANT=1513 RUN=1 BIWEEKLY				1,723.32
PRJ TA0-2023	07/02/2015		1513	11513	11513	Payroll - Garnishee W/H				2,409.65
PRJ TA0-2024	07/02/2015		1513	11513	11513	WARRANT=1513 RUN=1 BIWEEKLY				410.61
PRJ TA0-2025	07/02/2015		1513	11513	11513	Payroll - Union Dues W/H				57,707.08
PRJ TA0-2026	07/02/2015		1513	11513	11513	WARRANT=1513 RUN=1 BIWEEKLY				28.00
PRJ TA0-2027	07/02/2015		1513	11513	11513	Payroll - FICA W/H				61.57
PRJ TA0-2030	07/02/2015		1513	11513	11513	WARRANT=1513 RUN=1 BIWEEKLY				9,840.78
PRJ TA0-2033	07/02/2015		1513	11513	11513	Payroll - Dental Ins. W/H				991.15
PRJ TA0-2034	07/02/2015		1513	11513	11513	WARRANT=1513 RUN=1 BIWEEKLY				349.00
PRJ TA0-2035	07/02/2015		1513	11513	11513	Payroll - Deferred Comp. W/H				822.24
PRJ TA0-2036	07/02/2015		1513	11513	11513	WARRANT=1513 RUN=1 BIWEEKLY				81,882.79
PRJ TA0-2037	07/02/2015		1513	11513	11513	Payroll - Equitable Ins. W/H				42.95
PRJ TA0-2038	07/02/2015		1513	11513	11513	WARRANT=1513 RUN=1 BIWEEKLY				679.99
PRJ TA0-2039	07/02/2015		1513	11513	11513	Payroll - Health Ins. W/H				
						Payroll - MetLife Ins. W/H				
						WARRANT=1513 RUN=1 BIWEEKLY				
						Payroll - AFLAC W/H				
						WARRANT=1513 RUN=1 BIWEEKLY				
GENERAL LEDGER TOTAL										
									719,469.03	719,469.03
PRJ A00-1200	07/02/2015					Cash - Equity in Pool				181,637.82
PRJ FX0-2633	07/02/2015					DTDF WATER FUND				23,139.51
PRJ G00-2634	07/02/2015					DTDF SEWER FUND				25,548.95
PRJ TA0-2635	07/02/2015					DTDF TRUST & AGENCY				230,326.28
SYSTEM GENERATED ENTRIES TOTAL										
									230,326.28	230,326.28



06/30/2015 09:29 | City of Portland
6915mJul | GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY

YEAR PER SRC ACCOUNT	JNL	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT LINE DESC	T OB	DEBIT	CREDIT
2015	7					JOURNAL 2015/07/5	TOTAL	949,795.31	949,795.31
PRJ A00-3522	5					Expnditures		440,454.29	
			1513	11513	11513	WARRANT=1513			
			1513	11513	11513	Expnditures		23,139.51	
			1513	11513	11513	WARRANT=1513			
			1513	11513	11513	Expnditures		25,548.95	
			1513	11513	11513	WARRANT=1513			



FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A General	2015 7	5	07/02/2015	Cash - Equity in Pool	230,326.28	670,780.57
A00-1200				Cash - Equity in Pool	440,454.29	
A00-1200				Expenditures		670,780.57
A00-3522					670,780.57	
				FUND TOTAL		670,780.57
FX Water	2015 7	5	07/02/2015	DTDF WATER FUND	23,139.51	23,139.51
FX0-2633				Expenditures	23,139.51	
FX0-3522						23,139.51
				FUND TOTAL	23,139.51	
G Sewer	2015 7	5	07/02/2015	DTDF SEWER FUND	25,548.95	25,548.95
G00-2634				Expenditures	25,548.95	
G00-3522						25,548.95
				FUND TOTAL	25,548.95	
TA Agency	2015 7	5	07/02/2015	Payroll - Retirement W/H		3,745.89
TA0-2012				Payroll - NYS W/H		18,414.54
TA0-2021				Payroll - Federal W/H		51,216.72
TA0-2022				Payroll - Garnishue W/H		1,723.32
TA0-2023				Payroll - Union Dues W/H		2,409.65
TA0-2024				Payroll - Employees, Misc. W/H		410.61
TA0-2025				Payroll - FICA W/H		57,707.08
TA0-2026				Payroll - United Fund W/H		28.00
TA0-2027				Payroll - Dental Ins. W/H		61.57
TA0-2030				Payroll - Deferred Comp. W/H		9,840.78
TA0-2033				Payroll - Flex Plan W/H		991.15
TA0-2034				Payroll - Equitable Ins. W/H		349.00
TA0-2035				Payroll - Prudential Ins. W/H		822.24
TA0-2036				Payroll - Health Ins. W/H		81,882.79
TA0-2037				Payroll - MetLife Ins. W/H		42.95
TA0-2038				Payroll - AFLAC W/H		679.99
TA0-2039				DTDF TRUST & AGENCY		
TA0-2635					230,326.28	
				FUND TOTAL	230,326.28	230,326.28

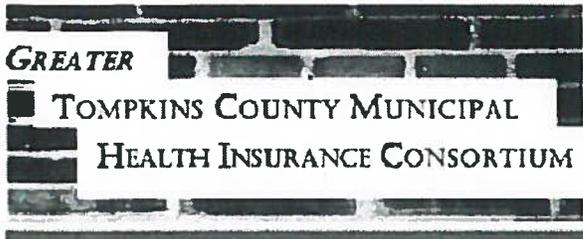
06/30/2015 09:29
6915mju1

City of Cortland
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY



FUND		DUE TO	DUE FROM
A	General	48,688.46	230,326.28
FX	Water		23,139.51
G	Sewer		25,548.95
TA	Agency		
	TOTAL	279,014.74	279,014.74

** END OF REPORT - Generated by Julie Maddren **



Municipalities building a
stable insurance future.

125 E. Court Street
Ithaca, NY 14850
607-274-5590
INFO: consortium@twcny.rr.com
www.tompkinscountyny.gov/hconsortium

2015 AMENDMENT TO THE

MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT (the "Agreement") made effective as of 1st day of October 2010 (the "Effective Date"), and as amended herein, by and among each of the signatory municipal corporations hereto (collectively, the "Participants").

W H E R E A S:

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;

2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;

3. Article 47 of the New York Insurance Law (the "Insurance Law" or "N.Y. Ins. Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;

4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and

5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, prescription drug, dental, and/or vision) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. PARTICIPANTS.

1. The Participants hereby designate themselves under this Agreement as the Greater Tompkins County Municipal Health Insurance Consortium (the "Consortium") for the purpose of providing health benefits (medical, surgical, hospital, prescription drug, dental, and/or vision) to those Enrollees that each Participant individually elects to include in the Greater Tompkins County Municipal Health Insurance Consortium Medical Plan(s) (the "Plan(s)").

{H2552555.1}

2. The following Participants shall comprise the current membership of the Consortium (a) County of Tompkins; (b) City of Ithaca; (c) Town of Enfield; (d) Town of Caroline; (e) Town of Ithaca; (f) Town of Danby; (g) Town of Dryden; (h) Town of Ulysses; (i) Village of Cayuga Heights; (j) Village of Groton; (k) Village of Dryden; (l) Village of Trumansburg; (m) Town of Groton; (n) Town of Lansing; (o) City of Cortland; (p) Village of Homer; (q) Town of Willet. Membership in the Consortium may be offered to any municipal corporation within the geographical boundaries of the Counties of Tompkins, Cayuga, Chemung, Cortland, Tioga, Schuyler, and Seneca, provided however that, in the sole discretion of the Board (as defined below), the applicant provides satisfactory proof of its financial responsibility and is of the same type of municipal corporation as the initial Participants. Notwithstanding anything to contrary set forth in this Agreement, admission of new Participants shall not require amendment of this Section A(2). Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto and applicable law.

3. Participation in the Plan(s) by some, but not all, collective bargaining units or employee groups of a Participant is not encouraged and shall not be permitted absent prior Board approval. Further, after obtaining approval, any Participant which negotiates an alternative health insurance plan offering other than the plan offerings of the Consortium with a collective bargaining unit or employee group may be subject to a risk charge as determined by the Board.

4. Initial membership of additional participants shall become effective as soon as practical but preferably on the first day of the Plan Year following the adoption by the Board of the resolution to accept a municipal corporation as a Participant. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.

5. The Board, by a two-thirds (2/3) vote of the entire Board, may elect to permit additional municipal corporations located within the geographical boundaries set forth in Paragraph A(2) to become Participants subject to satisfactory proof, as determined by the Board, of such municipal corporation's financial responsibility. Such municipal corporations must agree to continue as a Participant for a minimum of three (3) years upon entry.

6. A municipal corporation that was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Consortium, may apply for re-entry after a minimum of three (3) years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Consortium, a municipal corporation employer must have satisfied in full all of its outstanding financial obligations to the Consortium. A municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon re-entry.

B. PARTICIPANT LIABILITY.

1. The Participants shall share in the costs of, and assume the liabilities for benefits (including medical, surgical, and hospital) provided under the Plan(s) to covered officers, employees, retirees, and their dependents. Each Participant shall pay on demand such Participant's share of any assessment or additional contribution ordered by the governing Board of the municipal cooperative health benefit plan, as set forth in Section L(4) of this Agreement or as ordered by the Superintendent or under Article 74 (seventy four) of the New York State Insurance Law. The pro rata share shall be based on the Participant's relative "premium" contribution to the Plan(s) as a percentage of the aggregate "premium" contribution to the Plan(s), as is appropriate based on the nature of the assessment or contribution.

2. New Participants (each a "New Participant") who enter the Consortium may, at the discretion of the Board of Directors, be assessed a fee for additional financial costs above and beyond the premium contributions to the Plan(s). Any such additional financial obligations and any related terms and conditions associated with membership in the Consortium shall be determined by the Board, and shall be disclosed to the New Participant prior to its admission.

3. Each Participant shall be liable, on a pro rata basis, for any additional assessment required in the event the Consortium funding falls below those levels required by the Insurance law as follows:

a. In the event the Consortium does not have admitted assets (as defined in Insurance Law § 107) at least equal to the aggregate of its liabilities, reserves and minimum surplus required by the Insurance Law, the Board shall, within thirty (30) days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Participant a pro-rata share of such assessed amount.

b. Each Participant that participated in the Consortium at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board shall, if notified of such Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance of such Assessment Order. This provision shall survive termination of the Agreement of withdrawal of a Participant.

c. For purposes of this Section B(3), a Participant's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the total contributions or premium equivalents earned during the period covered by the assessment on all Participants subject to the assessment to the contribution or premium equivalent earned during such period attributable to such Participant.

C. BOARD OF DIRECTORS.

1. The governing board of the Consortium, responsible for management, control and administration of the Consortium and the Plan(s), shall be referred to as the "Board of Directors" (the "Board"). The voting members of the Board shall be composed of one representative of each Participant and representatives of the Joint Committee on Plan Structure and Design (as set forth in Section C(11)), who shall have the authority to vote on any official action taken by the Board (each a "Director"). Each Director, except the representatives of the Joint Committee on Plan Structure and Design, shall be designated in writing by the governing body of the Participant.

2. If a Director designated by a Participant cannot fulfill his/her obligations, for any reason, as set forth herein, and the Participant desires to designate a new Director, it must notify the Consortium's Chairperson in writing of its selection of a new designee to represent the Participant as a Director.

3. Directors shall receive no remuneration from the Consortium for their service and shall serve a term from January 1 through December 31 (the "Plan Year").

4. No Director may represent more than one Participant.

5. No Director, or any member of a Director's immediate family shall be an owner, officer, director, partner, or employee of any contractor or agency retained by the Consortium, including any third party contract administrator.

6. Except as otherwise provided in Section D of the Agreement, each Director shall be entitled to one vote. A majority of the entire Board, not simply those present, is required for the Board to take any official action, unless otherwise specified in this Agreement. The “entire Board”, as used herein and elsewhere in this Agreement, shall mean the total number of Directors when there are no vacancies.

While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may attend remotely utilizing appropriate technology that allows for real time audio and visual participation and voting in the meeting upon confirmation that communication is with all participants as it progresses.

7. Each Participant may designate in writing an alternate Director to attend the Board's meeting when its Director cannot attend. The alternate Director may participate in the discussions at the Board meeting and will, if so designated in writing by the Participant, be authorized to exercise the Participant's voting authority. Only alternate Directors with voting authority shall be counted toward a quorum. The Joint Committee on Plan Structure and Design may designate alternate Directors as set forth in Section C(11).

8. A majority of the Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. This quorum requirement is independent of the voting requirements set forth in Section C(6). The Board shall meet on a regular basis, but not less than on a quarterly basis at a time and place within the State of New York determined by a vote of the Board. The Board shall hold an annual meeting (the “Annual Meeting”) between October 3rd and October 15th of each Plan Year.

9. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) day's notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

10. In the event that a special meeting is impractical due to the nature and/or urgency of any action which, in the opinion of the Chairperson, is necessary or advisable to be taken on behalf of the Consortium, the Chairperson may send resolutions regarding said actions via electronic communication to each and all of the Directors. The Directors may then electronically communicate their approval or disapproval of said resolution via signed document to the Chairperson. In accordance with NY Business Corporation Law Section 708(b), unanimous consent is required for the Chairperson to act on behalf of the Board in reliance upon such approvals. Any actions taken by the Chairperson pursuant to this paragraph shall be ratified at the next scheduled meeting of the Board

11. The Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Representatives (as defined in Section K) (collectively the “Labor Representatives”) shall serve as Directors and shall have the same rights and obligations as all other Directors. The Joint Committee on Plan Structure and Design may designate in writing alternate Directors to attend the Board's meetings when the Labor Representatives cannot attend. The alternate Director may, if designated in writing, be authorized to exercise the Labor Representatives' voting authority.

D. WEIGHTED VOTING.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event, the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.

2. For purposes of this Section D, each Director shall receive votes as follows:

a. each Director representing a Participant with five hundred (500) or fewer Enrollees shall be entitled to one (1) vote.

b. each Director representing a Participant with more than five hundred (500) Enrollees shall be entitled to a number of votes equaling the total number of votes assigned under subsection 2(a) above minus the number of Labor Representative votes, divided evenly by the number of Participants eligible under this subsection 2(b) and rounded down to the nearest whole number.

c. the Labor Representatives shall be entitled to one (1) vote each.

3. Attached as Addendum "A" to this Agreement is an example of the application of the voting formula contained in subparagraph "2" of this Section.

4. Notwithstanding anything to the contrary contained in this Agreement, any action taken pursuant to this Section D shall require the approval of two-thirds (2/3) of the total number of votes, if all votes had been cast.

E. ACTIONS BY THE BOARD

1. Subject to the voting and quorum requirements set forth in this Agreement, the Board is required, in accordance with NY Insurance Law Article 4705, to take action on the following matters:

a. A. In accordance with N.Y. Ins. Law § 4705(d)(5), to approve an annual budget for the Consortium, which shall be prepared and approved prior to October 15th of each year, and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in the Plan on the basis of a community rating methodology in accordance with N.Y. Ins. Law § 4705(d)(5)(B) and filed with and approved by the Superintendent.

b. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to Participants in accordance with N.Y. Ins. Law § 4705(e)(1).

c. To establish a joint fund or funds to finance all Consortium expenditures, including claims, reserves, surplus, administration, stop-loss insurance and other expenses in accordance with N.Y. Ins. Law § 4705(d)(4).

d. To select and approve the benefits provided by the Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s) in accordance with N.Y. Ins. Law § 4709, a copy of the Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.

e. In accordance with N.Y. Ins. Law § 4705(d)(2), may contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Consortium, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however (a) the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services contracts, as required in Section 92-a(6) of the General Municipal Law; (b) payment for contracted services shall be made only after such services are rendered; (c) no Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium; and (d) all such agreements shall otherwise comply with the requirements of Section 92-a(6) of the General Municipal Law.

f. To purchase stop-loss insurance on behalf of the Consortium and determine each year the insurance carrier or carriers who are to provide the stop-loss insurance coverage during the next Plan Year, as required by N.Y. Ins. Law §§ 4707 and 4705(d)(3).

g. To designate one governing Board member to retain custody of all reports, statements, and other documents of the Consortium, in accordance with N.Y. Ins. Law § 4705(c)(2), and who shall also take minutes of each Board meeting which, if appropriate, shall be acted upon by the Board in a subsequent meeting.

h. In accordance with N.Y. Ins. Law § 4705(c)(1), to choose the certified public accountant and the actuary to provide the reports required by this Agreement and any applicable law.

2. Subject to the voting and quorum requirements set forth in this Agreement, the Board is authorized to take action on the following matters:

a. To fill any vacancy in any of the officers of the Consortium.

b. To fix the frequency, time and place of regular Board meetings.

c. To have a plan consultant (the "Plan Consultant) contract in place for the upcoming Plan Year, prior to October 1st of each year.

d. To review, consider and act on any recommendations made by the Plan Consultant.

e. To establish administrative guidelines for the efficient operation of the Plan.

f. To establish financial regulations for the entry of new Participants into the Consortium consistent with all applicable legal requirements and this Agreement.

g. To determine and notify each Participant prior to October 15th of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following January 1st.

- h. To designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state and insured by the Federal Deposit Insurance Corporation, or any successor thereto.
- i. To designate annually a treasurer (the "Treasurer") who may or may not be a Director and who shall be the treasurer, or equivalent financial officer, for one of the Participants. The Treasurer's duties shall be determined by the Chief Fiscal Officer to whom he/she will report.
- j. To designate an attorney-in-fact to receive summons or other legal process in any action, suit or proceeding arising out of any contract, agreement or transaction involving the Consortium. The Board designates John G. Powers, Esq. as the Consortium's initial attorney-in- fact.
- k. To take all necessary action to ensure that the Consortium obtains and maintains a Certificate of Authority in accordance with the Insurance Law.
- l. To take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York.
- m. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.

F. EXECUTIVE COMMITTEE.

- 1. The Executive Committee of the Consortium shall consist of the Chairperson, the Vice-Chairperson, the Secretary, and the Chief Fiscal Officer of the Consortium. The Secretary shall be the governing board member who holds all records in accordance with Article E, Section 16.
- 2. The Executive Committee may meet at any time between meetings of the Board, at the discretion of the Chairperson. The Executive Committee shall make recommendations to the Board.
- 3. The Executive Committee shall manage the Consortium between meetings of the Board, subject to such approval by the Board as may be required by this Agreement.

G. OFFICERS.

- 1. At the Annual Meeting, the Board shall elect from its Directors a Chairperson, Vice Chairperson, Chief Fiscal Officer, and Secretary, who shall serve for a term of one (1) year or until their successors are elected and qualified. Any vacancy in an officer's position shall be filled at the next meeting of the Board.
- 2. Officers of the Consortium and employees of any third party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. Each third party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium, but may be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of such officers' duties.
- 3. Officers shall serve at the pleasure of the Board and may be removed or replaced

upon a two-thirds (2/3) vote of the entire Board. This provision shall not be subject to the weighted voting alternative set forth in Section D.

H. CHAIRPERSON; VICE CHAIRPERSON; SECRETARY.

1. The Chairperson shall be the chief executive officer of the Consortium.
2. The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the Board.
3. In the absence of the Chairperson, the Vice Chairperson shall perform all duties related to that office.
4. The Secretary shall retain custody of all reports, statements, and other documents of the Consortium and ensure that minutes of each Board meeting are taken and transcribed which shall be acted on by the Board at a subsequent meeting, as appropriate.

I. PLAN ADMINISTRATOR.

The Board, by a two-thirds (2/3) vote of the entire Board, may annually designate an administrator and/or insurance company of the Plan (the "Plan Administrator") and the other provider(s) who are deemed by the Board to be qualified to receive, investigate, and recommend or make payment of claims, provided that the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services and/or insurance contracts and payment for such contracted services shall be made only after such services are rendered or are reasonably expected to be rendered. All such contracts shall conform to the requirements of Section 92-a(6) of the General Municipal Law.

J. CHIEF FISCAL OFFICER.

1. The Chief Fiscal Officer shall act as the chief financial administrator of the Consortium and disbursing agent for all payments made by the Consortium, and shall have custody of all monies either received or expended by the Consortium. The Chief Fiscal Officer shall be a fiscal officer of a Participant. The Chief Fiscal Officer shall receive no remuneration from the Consortium. The Plan shall reimburse the Participant that employs the Chief Fiscal Officer for reasonable and necessary out-of-pocket expenses incurred by the Chief Fiscal Officer in connection with the performance of his or her duties that relate to the Consortium.
2. All monies collected by the Chief Fiscal Officer relating to the Consortium, shall be maintained and administered as a common fund. The Chief Fiscal Officer shall, notwithstanding the provisions of the General Municipal Law, make payment in accordance with procedures developed by the Board and as deemed acceptable to the Superintendent.
3. The Chief Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Consortium in such monies and principal amount as may be required by the Superintendent.
4. All monies collected from the Participants by the Chief Fiscal Officer in connection with the Consortium shall be deposited in accordance with the policies of the Participant which regularly employs the Chief Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.
5. The Chief Fiscal Officer may invest moneys not required for immediate expenditure

{H2552555.1}

in the types of investments specified in the General Municipal Law for temporary investments or as otherwise expressly permitted by the Superintendent.

6. The Chief Fiscal Officer shall account for the Consortium's reserve funds separate and apart from all other funds of the Consortium, and such accounting shall show:

- a. the purpose, source, date and amount of each sum paid into the fund;
- b. the interest earned by such funds;
- c. capital gains or losses resulting from the sale of investments of the Plan's reserve funds;
- d. the order, purpose, date and amount of each payment from the reserve fund; and
- e. the assets of the fund, indicating cash balance and schedule of investments.

7. The Chief Fiscal Officer shall cause to be prepared and shall furnish to the Board, to participating municipal corporations, to unions which are the exclusive bargaining representatives of Enrollees, the Board's consultants, and to the Superintendent:

- a. an annual audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the municipal cooperative health benefit plan;
- b. an annual report and quarterly reports describing the Consortium's current financial status; and
- c. an annual independent actuarial opinion on the financial soundness of the Consortium, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.

8. Within ninety (90) days after the end of each Plan Year, the Chief Fiscal Officer shall furnish to the Board a detailed report of the operations and condition of the Consortium's reserve funds.

K. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN.

1. There shall be a Joint Committee on Plan Structure and Design (the "Joint Committee"), which shall consist of (a) a representative of each collective bargaining unit that is the exclusive collective bargaining representative of any Enrollee or group of Enrollees covered by the Plan(s) (the "Union Members"); and (b) a representative of each Participant (the "Management Members"). Management Members may, but are not required to be, Directors.

2. The Joint Committee shall review all prospective Board actions in connection with the benefit structure and design of the Plan(s), and shall develop findings and recommendations with respect to such matters. The Chair of the Joint Committee shall report such findings and recommendations to the Board at any regular or special meeting of the Board.

3. The Joint Committee shall select (a) from among the Union Members, an individual

who shall serve as Chair of the Joint Committee; and (b) from among the Management Members, an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall establish its own parliamentary rules and procedures.

4. Each eligible union shall establish such procedures by which its representative to the Joint Committee is chosen and such representative shall be designated in writing to the Chairperson of the Board and the Chair of the Joint Committee.

5. The Union Members on the Joint Committee on Plan Structure and Design shall select from among the Union Members an individual to serve as an additional at-large voting Labor Member on the Board of Directors of the Consortium. If the number of municipal members on the Consortium rises to seventeen (17), the union members of the Joint Committee on Plan Structure and Design shall select from among the Union Members an additional at-large voting Labor Member on the Board of Directors of the Consortium. The at-large voting Labor Member(s) along with the Joint Committee Chair shall collectively be the "Labor Representatives" as defined in Section C(11) of this Agreement. If the number of municipal members on the Consortium rises to twenty-three (23), the Union Members may select from among their members a third At-Large Labor Representative to serve as a Director. Thereafter, for every increase of five (5) additional municipal members added to the Consortium Union Members may select from among their members one (1) At-large Labor Representative to serve as Director. Attached hereto as Addendum "B" is a table illustrating the addition of At-Large Labor Representatives as set forth in this Section. Any At-Large Labor Representative designated according to this section shall have the same rights and obligations as all other Directors.

L. PREMIUM CALCULATIONS/PAYMENT.

1. The annual premium equivalent rates shall be established and approved by a majority of the entire Board. The method used for the development of the premium equivalent rates may be changed from time to time by the approval of two-thirds (2/3) of the entire Board, subject to review and approval by the Superintendent. The premium equivalent rates shall consist of such rates and categories of benefits as is set forth in the Plan[s] that is determined and approved by the Board consistent with New York law.

2. The Consortium shall maintain reserves and stop-loss insurance to the level and extent required by the Insurance Law and as directed by the Superintendent.

3. Each Participant's monthly premium equivalent, by enrollee classification, shall be paid by the first day of each calendar month during the Plan Year. A late payment charge of one percent (1%) of the monthly installment then due will be charged by the Board for any payment not received by the first of each month, or the next business day when the first falls on a Saturday, Sunday, legal holiday or day observed as a legal holiday by the Participants.

The Consortium may waive the first penalty once per Plan Year for each Participant, but will strictly enforce the penalty thereafter. A repeated failure to make timely payments, including any applicable penalties, may be used by the Board as an adequate justification for the expulsion of the Participant from the Consortium.

4. The Board shall assess Participants for additional contributions, if actual and anticipated losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds, as set forth in Section B(3) above.

5. The Board, in its sole discretion, may refund amounts in excess of reserves and surplus, or retain such excess amounts and apply these amounts as an offset to amounts projected

to be paid under the next Plan Year's budget.

M. EMPLOYEE CONTRIBUTIONS.

If any Participant requires an Enrollee's contribution for benefits provided by the Consortium, the Participant shall collect such contributions at such time and in such amounts as it requires. However, the failure of a Participant to receive the Enrollee contribution on time shall not diminish or delay the payment of the Participant's monthly premium equivalent to the Consortium, as set forth in this Agreement.

N. ADDITIONAL BENEFITS.

Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than that provided under the Plan(s), will do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Plan(s) and shall be administered solely by and at the expense of the Participant.

O. REPORTING.

The Board, through its officers, agents, or delegates, shall ensure that the follow reports are prepared and submitted:

1. Annually after the close of the Plan Year, not later than one-hundred twenty (120) days after the close of the Plan Year, the Board shall file a report with the Superintendent showing the financial condition and affairs of the Consortium, including an annual independent financial audit statement and independent actuarial opinion, as of the end of the preceding plan year.
2. Annually after the close of the Plan Year, the Board shall have prepared a statement and independent actuarial opinion on the financial soundness of the Plan, including the contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.
3. The Board shall file reports with the Superintendent describing the Consortium's then current financial status within forty-five (45) days of the end of each quarter during the Plan year.
4. The Board shall provide the annual report to all Participants and all unions, which are the exclusive collective bargaining representatives of Enrollees, which shall be made available for review to all Enrollees.
5. The Board shall submit to the Superintendent a report describing any material changes in any information originally provided in the Certificate of Authority. Such reports, in addition to the reports described above, shall be in such form, and containing such additional content, as may be required by the Superintendent.

P. WITHDRAWAL OF PARTICIPANT.

1. Withdrawal of a Participant from the Consortium shall be effective only once annually on the last day of the Plan Year.

2. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to October 3rd of each Plan Year. Failure to give such notice shall automatically extend the Participant's membership and obligations under the Agreement for another Plan Year, unless the Board shall consent to an earlier withdrawal by a two-thirds (2/3) vote.

3. Any withdrawing Participant shall be responsible for its pro rata share of any Plan deficit that exists on the date of the withdrawal, subject to the provisions of subsection "4" of this Section. The withdrawing Participant shall be entitled to any pro rata share of surplus that exists on the date of the withdrawal, subject to the provisions of subsection "4" of this Section. The Consortium surplus or deficit shall be based on the sum of actual expenses and the estimated liability of the Consortium as determined by the Board. These expenses and liabilities will be determined one (1) year after the end of the Plan Year in which the Participant last participated.

4. The surplus or deficit shall include recognition and offset of any claims, expenses, assets and/or penalties incurred at the time of withdrawal, but not yet paid. Such pro rata share shall be based on the Participant's relative premium contribution to the Consortium as a percentage of the aggregate premium contributions to the Consortium during the period of participation. This percentage amount may then be applied to the surplus or deficit which existed on the date of the Participant's withdrawal from the Consortium. Any pro rata surplus amount due the Participant shall be paid to the Participant one year after the effective date of the withdrawal. Any pro rata deficit amount shall be billed to the Participant by the Consortium one year after the effective date of the withdrawal and shall be due and payable within thirty (30) days after the date of such bill.

Q. DISSOLUTION; RENEWAL; EXPULSION.

1. The Board at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Consortium shall be dissolved and terminated. If such determination is made, the Consortium shall be dissolved ninety (90) days after written notice to the Participants.

a. Upon determination to dissolve the Consortium, the Board shall provide notice of its determination to the Superintendent. The Board shall develop and submit to the Superintendent for approval a plan for winding-up the Consortium's affairs in an orderly manner designed to result in timely payment of all benefits.

b. Upon termination of this Agreement, or the Consortium, each Participant shall be responsible for its pro rata share of any deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Consortium are closed. No part of any funds of the Consortium shall be subject to the claims of general creditors of any Participant until all Consortium benefits and other Consortium obligations have been satisfied. The Consortium's surplus or deficit shall be based on actual expenses. These expenses will be determined one year after the end of the Plan Year in which this Agreement or the Consortium terminates.

c. Any surplus or deficit shall include recognition of any claims/expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Participant's relative premium contribution to the Plan as a percentage of the aggregate premium contributions to the Plan during the period of participation. This percentage amount would then be applied to the surplus or deficit which exists at the time of termination.

2. The continuation of the Consortium under the terms and conditions of the

Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on each fifth (5th) anniversary date thereafter (each a "Review Date").

a. At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants' coming obligation to review the terms and conditions of the Agreement.

b. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1st preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.

c. As soon as practicable after March 1st, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before July 1st preceding the Review Date.

d. Notwithstanding the foregoing or Section T hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.

3. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium. In the event the Board determines that:

a. a Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or

b. a Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matters relating to the Consortium, the Board may vote to conditionally terminate said Participant's membership in the Consortium. Upon such a finding by the affirmative vote of seventy-five percent (75%) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of seventy-five percent (75%) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section P of this Agreement.

R. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS.

Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the other Participants as follows:

1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.

2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.

3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.

4. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Consortium operates.

5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting. However, a Participant that was absent from a meeting will not be presumed to have acquiesced in a particular action taken at the meeting if, within fifteen (15) calendar days after learning of such action, the Participant delivers written notice to the Chairperson that it dissents from such action. The Participant shall also notify the other members of the Board of such dissent. The Chairperson shall direct the Secretary to file the notice with the minutes of the Board.

6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

S. RECORDS

The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Chief Fiscal Officer. The Consortium shall respond to each request no later than thirty (30) days after its receipt thereof, and shall include all information which can be provided under applicable law.

T. CHANGES TO AGREEMENT.

Any change or amendment to this Agreement shall require the unanimous approval of the Participants, as authorized by their respective legislative bodies.

U. CONFIDENTIALITY.

Nothing contained in this Agreement shall be construed to waive any right that a covered person {H2552555.1}

possesses under the Plan with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of such covered person.

V. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

1. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Consortium be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this Section V are intended to be the exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.

2. Disputes subject to ADR. Any dispute by any Participant, Board Member, or Committee Person arising out of or relating to a contention that:

a. the Board, the Board's designated agents, a Committee person, or any Participant has failed to adhere to the terms and conditions of this Agreement or any duly-passed resolution of the Board or any duly-passed resolution of the Board;

b. the Board, the Board's designated agents, a Committee person, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement; or

c. any other dispute otherwise arising out of or relating to: (i) the terms or conditions of this Agreement; (ii) any duly-passed decision, resolution, or policy by the Board of Directors; or (iii) otherwise requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.

3. ADR Procedure. Any dispute subject to ADR, as described in subparagraph (2), shall be resolved exclusively by the following procedure:

a. Board Consideration: Within ninety (90) days of the occurrence of any dispute, the objecting party (the "Claimant") shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant's objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.

i. Within sixty (60) days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the Claimant, collect such other information from any other interested party or source, form a recommendation as to whether the Claimant has a valid objection or claim, and if so, recommend a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present its recommendation to the Board in writing, including any underlying facts, conclusions or support upon which it is based, within such sixty (60) day period.

ii. Within sixty (60) days of the submission of the Executive Committee's recommended resolution of the dispute, the Board shall convene in

a special meeting to consider the dispute and the recommended resolution. The Claimant and the Executive Committee shall each be entitled to present any argument or material it deems pertinent to the matter before the Board. The Board shall hold discussion and/or debate as appropriate on the dispute and may question the Claimant and/or the Executive Committee on their respective submissions. Pursuant to its regular procedures, the Board shall vote on whether the Claimant has a valid claim, and if so, what the fair resolution should be. The weighted voting procedure set forth in Section D shall not apply to this provision. The Board's determination shall be deemed final subject to the Claimant's right to arbitrate as set forth below.

b. Arbitration. The Claimant may challenge any Board decision under subparagraph (V)(3)(a)(ii) by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the Board's vote (a "Demand"). In the event a Claimant shall fail to file a Demand within thirty (30) days, the Board's decision shall automatically be deemed final and conclusive. In the event the Participant files a timely Demand, the arbitrator or arbitration panel may consider the claim:

provided however;

i. in no event may the arbitrator review any action taken by the Board that occurred three (3) or more years prior to when the Chairperson received notice of the claim; and

ii. in no event may the arbitrator award damages for any period that precedes the date the Chairperson received notice of the claim by more than twenty-four (24) months.

c. The Participants agree that the procedure set forth in this Section V shall constitute their exclusive remedy for disputes within the scope of this Section.

W. MISCELLANEOUS PROVISIONS.

1. This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous Agreement, whether oral or written.

2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.

3. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section V(3)(b) except to the extent otherwise limited therein, shall be governed by New York substantive law.

5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.

6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.

7. The provisions of Section V shall survive termination of this Agreement, withdrawal or expulsion of a Participant, and/or dissolution of the Consortium.

8. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.

9. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.

X. APPROVAL, RATIFICATION, AND EXECUTION.

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality's governing body.

2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality's participation in this Consortium and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Consortium.

3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Amended Agreement to be executed as of the date adopted by the Board of Directors of the Greater Tompkins County Municipal Health Insurance Consortium and subsequently adopted by all participating municipalities.

Addendum “A”

Example of Weighted Voting Formula under Section D(2)

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11] subtracting the number of Labor Representative votes [2], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representative shall have 1 vote, irrespective of the votes available to the Participants.

Addendum "B"

Illustration of At-Large Labor Representative Calculation

Total Number of Participants	Total Number of At-Large Labor Representatives
< 17	1
17-22	2
23-27	3
28-32	4
33-37	5
38-42	6

Cortland Downtown Redevelopment Masterplan

RANDALL + WEST



RANDALL + WEST

City of Cortland
c/o Thoma Development Consultants
34 Tompkins Street
Cortland, New York 13045

Dear Rich and Colleen:

Randall + West and STREAM Collaborative, D.P.C. are excited to present our proposal to create a Downtown Redevelopment Masterplan for the City of Cortland. We have created this proposal based on our understanding of the city's need to market development opportunity sites to potential developers, and the desire to organize the best ideas for improving Downtown Cortland.

Our scope, deliverables and budget are based on our understanding of your needs, please feel free to contact us with any questions or for any further information at (607) 252-6710 or via email at cjr@randall-west.com.

We are a NYS WBE certified firm. We look forward to your review of our proposal; thank you for the opportunity to present our qualifications!

Sincerely,

C.J. Randall
Principal, LEED AP ND

Project Scope

Randall West, Inc. will draft, edit and finalize a five-page Downtown Redevelopment Master Plan for the City of Cortland. The document will be prepared magazine style (with bleed and slug) so that it is easily printed in high quality and shared with potential developers and the public.

This project will include two iterative rounds of review by the City and Thoma Development over a period of three weeks. The report will be focused on redevelopment opportunities and graphics demonstrating the potential of opportunity sites for improving downtown.

The graphic content will include:

- Downtown Assets and Opportunities Map - One 11" x 17" map of downtown including key opportunities for redevelopment including two options for parking decks, two options for a hotel (present Econo Lodge site and 16 Main St.), office redevelopment at Central Ave. and Church St., renovation of the Imperial Hotel, and student housing on Groton Ave. at Homer Ave.
- Opportunity Site Plans - Three 8.5" x 11" hypothetical site plans demonstrating the development potential of key downtown sites for housing, office and hotel uses along with character images and/or street view sketches demonstrating how redevelopment at each site could fit into the neighborhood.
- Axonometric view of downtown demonstrating massing volumes of existing and desired downtown development.
- Analysis of existing parking supply and potential future capacity under options including reorganizing internal block parking and parking garage/ramp options.

This information will be combined into a document including brief explanations of the goals, assets and opportunities for making Downtown Cortland a place where an increasing number of residents and visitors will enjoy the option to live, work, and play.

Due to the quick time frame and planning level scope of this project, development proposals for opportunity areas will be based on standard development practices and will not include engineering or architectural feasibility analysis, and Randall West, Inc. will rely on Thoma Development and the City of Cortland to provide the goals and community perspective that we would normally solicit through a longer public process.

Optional Additional Scope

Randall West, Inc. will develop a single 11" x 17" document that includes plan and section views of the potential to convert Main St. into a two-way street, including converting angled parking on one side of the street to parallel parking and increasing the width of the sidewalk to create room for outdoor dining, planters, etc. This document will not be a construction document, but will provide the visual imagery necessary for decision makers and the public to have a better understanding of the potential advantages of reorganizing the street to improve the pedestrian experience and provide more convenient access for drivers passing through downtown on Route 13.

Schedule and Costs

Randall West, Inc. understands that Thoma Development and the City of Cortland are on a tight schedule and will prioritize the development of this document to complete work within three weeks or less depending on changes needed during the review process and we are available to start work immediately.

Once we receive notice to proceed Randall West, Inc. will have an initial draft document ready for review within 8 working days. We will present the draft in person with Thoma and the City of Cortland for comments, questions and edits. A final draft will be ready for review within 5 days after the review meeting. Randall West, Inc. will share the final draft and accept final comments for changes by email. Once we receive feedback, final adjustments will be incorporated within 2 business days

Consultant will perform the work detailed in this proposal for a lump sum fee:

Downtown Development Master Plan \$4300

Main Street Two Way Conversion Graphics (Optional) \$1200

Selected Projects



Chain Works District Redevelopment
LEED for Neighborhood Development Certification
NYSERDA, UnChained Properties, City + Town of Ithaca, NY
Randall + West is part of a multidisciplinary team developing a master site plan, development program, and zoning code for a 95-acre former industrial site targeted for LEED for Neighborhood Development Gold level certification. The project was awarded \$250,000 for planning, public outreach and design fees for LEED ND.



Ithaca Unified Form-Based Code Project
NYSERDA, City + Town of Ithaca, NY
By applying this unified zoning ordinance, calibrated to the urban and rural needs of the City and Town, respectively, Randall + West is addressing the demand for walkable, blended-density housing alongside the need to support farming and preserve natural resources. Major goals of this project include protecting natural and agricultural lands from continued sprawl development, streamlining the development process for projects in designated growth areas, and legalizing traditional village urbanism.



Greenways Market Feasibility Study
Ithaca Neighborhood Housing Services, Ithaca, NY
Randall + West developed a market report for a proposed 48 for-sale townhome development. Demographic information and market area and local conditions were used to test the feasibility of townhome units targeted to households earning less than 80% of AMI.



Collegetown Parking Study, Ithaca, NY
Randall + West conducted outreach, developed survey tools, performed essential research, and analyzed statistical information in order to determine potential impacts of car-free development. Interdisciplinary mixed-methods research including quantitative supply and demand analysis, qualitative research, and best practices were employed. The City of Ithaca subsequently removed minimum parking requirements for this district and we assisted them with the development of transportation demand management criteria for site plan review.



NeighborWorks Green Organization Certification
Ithaca Neighborhood Housing Services
Randall + West audited INHS's policies, operations and facilities to achieve compliance with the NWGO program. Project included reforming policy documents, documenting existing green practices, and implementing new sustainability programs with staff.

Resumes



C.J. Randall, LEED AP ND, is a researcher and urban planner with experience in neighborhood development, transportation demand management, sustainability, and energy planning. She received the Stein Institute for Urban and Landscape Studies award in 2012 for her forthcoming book on the history of planning in New York State. She holds a Master's degree from the Department of City & Regional Planning at Cornell University.

PROJECTS

Chain Works District Redevelopment

LEED for Neighborhood Development Certification

NYSERDA, UnChained Properties, City + Town of Ithaca, NY

As a LEED Accredited Professional in Neighborhood Development, C.J. is part of a multidisciplinary team developing a master site plan, development program, and zoning code for a 95-acre former industrial site targeted for LEED for Neighborhood Development Gold level certification. She is responsible for coordinating the GEIS, master and site plans to meet ND certification.

Ithaca Unified Form-Based Code Project, New York State Energy Research + Development Authority, Albany, NY

As Project Planner, C.J. worked with the town to pursue funding for through NYSERDA for the Ithaca Form-Based Code project. By applying this a unified zoning ordinance calibrated to the urban and rural needs of the City and Town, respectively, we address the demand for walkable, blended-density housing alongside the need to support farming and preserve natural resources.

Collegetown Parking Study, Ithaca, NY

As an Urban Planner, C.J. conducted extensive technical research and delivered multiple GIS documents in order to determine the feasibility of dense infill development without building new surface lot or structured parking. Though the development was initially denied, the study helped prompt the legislature to take action to reduce or remove minimum parking requirements in areas of the city to support a more walkable, urban environment.

Form-Based Code Demonstration Study, Tompkins County, City + Town of Ithaca, NY

As Lead Planner, C.J. worked with the City, Town, and County in order to develop a model form-based code for application across municipal boundaries. Major goals of this project included protecting natural and agricultural lands from continued sprawl development, streamlining the development process for projects in designated growth areas, and legalizing traditional village urbanism.

EDUCATION

Cornell University, Master's in City + Regional Planning, 2011

AFFILIATIONS

US Green Building Council

Congress for the New Urbanism

American Planning Association

City of Ithaca Planning & Development Board

City of Ithaca Comprehensive Plan Committee

Resumes



David J. West, LEED AP, is a lecturer and urban planner with a focus on sustainable development, smart growth, and active transportation. David has been a LEED Accredited Professional since 2008. He co-authored Los Angeles World Airport's groundbreaking Sustainable Design and Planning Guidelines and assessing pedestrian safety at Portland's TriMet light rail stations. He a Master's degree from the Department of City & Regional Planning at Cornell University, where he now lectures on Geographic Information Systems.

PROJECTS

Chain Works District Redevelopment

LEED for Neighborhood Development Certification

NYSERDA, UnChained Properties, City + Town of Ithaca, NY

As a Project Planner and LEED Accredited Professional, David developed the strategy to pursue an award from the NYSERDA Cleaner Greener Communities program for research into the feasibility of applying smart growth and LEED for Neighborhood Development certification to this 95-acre former industrial site. He is responsible for all GIS analysis for the project and part of the collaborative master and site plan development team designing the connectivity and livability of the project.

Collegetown Parking Study, Ithaca, NY

As an Urban Planner, David conducted extensive technical research and delivered multiple GIS documents in order to determine the feasibility of dense infill development without building new parking. This included identification of physical and regulatory barriers, an inventory of on- and off-street parking conditions, and evaluation of peak utilization through parking counts.

Ithaca Unified Form-Based Code Project, New York State Energy Research + Development Authority, Albany, NY

As Project Planner, David worked with the Town of Ithaca to pursue agency funding for the Ithaca Form-Based Code project. By applying this intermunicipal unified zoning ordinance calibrated to the urban and rural needs of the City and Town, respectively, we address the demand for walkable, blended-density housing alongside the need to support farming and preserve natural resources.

Community Land Trust Market Study, INHS, Ithaca, NY

As Lead Consultant, David conducted a housing market study, evaluating potential for buyer driven acquisition program. He designed and completed survey of similar CLTs, determined ideal program components and organizational structure, studied taxation of resale restricted housing and CLT's in New York state, and provided policy recommendations to the Office of Real Property Services on behalf of INHS.

EDUCATION

Cornell University, Master's in City + Regional Planning, 2011

AFFILIATIONS

US Green Building Council

Congress for the New Urbanism

Chair, City of Ithaca Bicycle and Pedestrian Advisory Committee

FIRM PROFILE

Noah Demarest, founder of STREAM Collaborative, is a licensed and registered Architect and Landscape Architect as well as a LEED Accredited Professional. Noah grew up in the Ithaca, NY area since the age of two. He attended Cornell University's School of Human Ecology where he earned a Bachelors degree in Design and Environmental Analysis with a focus on human factors, interior design and facility planning. Noah continued at Cornell to earn a Masters degree in Landscape Architecture with a focus on recreational facility design, the use of digital media in the design process and sustainable design.

After running his own design company for 7 years, Noah relocated to Providence, RI in 2005 to join Union Studio Architects (formerly Donald Powers Architects) where he focused his talents on traditional neighborhood design, custom residential and affordable multi-family projects in New England. In 2 years at Union Studio, Noah worked as a project manager and job captain leading the production of drawings from concept design through construction documents for dozens of housing units in urban infill and new mixed-use neighborhood plans.

In 2007, Noah returned to Ithaca to join Trowbridge Wolf Michaels Landscape Architects LLP, one of central New York's premier landscape architecture and campus planning firms. From 2007 to 2012, Noah played a role in over one hundred campus, park, trail, and urban design projects from Buffalo to Albany.

Today, Noah is the principal in charge of the multi-disciplinary design firm STREAM Collaborative Architecture + Landscape Architecture DPC. He leads a growing staff of employees and various consultants in the design of urban commercial, campus, and municipal projects as well as the design of single and multi-family housing. STREAM uses the latest building information modeling tools to create advanced coordinated design solutions.

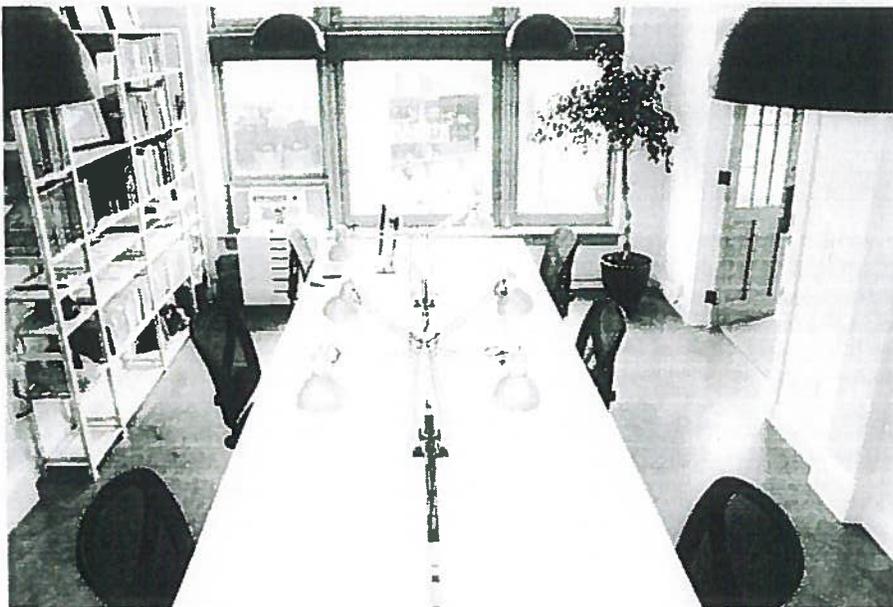
Noah is also the founder of STREAM Colab, an Ithaca co-working space for independent design professionals. He is an adjunct lecturer at Cornell University, teaches professional workshops for both Revit and Sketchup, sits on the City of Ithaca Conservation Advisory Council, and tirelessly renovates his home in the wonderful and walkable Fall Creek Neighborhood.

STREAM /stream/ verb

to flow or pass continuously like a stream
to move or pass

collaborative /kə-lə-bə-rə-tiv/ noun

the act or process of working with others to accomplish a goal or complete a task together



CONTACT

Noah Demarest, Principal + CEO
AIA, RA, RLA, LEED AP

noah@streamcolab.com
607.216.8802

www.streamcolab.com

References

Lisa Nicholas, Senior Planner
City of Ithaca
108 East Green Street
Ithaca, NY 14850
(607) 274-6557
lnicholas@cityofithaca.org

Sue Ritter, Director of Planning
Town of Ithaca
215 North Tioga Street
Ithaca, NY 14850
(607) 273-1747
sritter@town.ithaca.ny.us

Josh Lower, President
Urban Ithaca
307 College Avenue
Ithaca, NY 14850
(607) 330-2442
Jl4222@gmail.com

Paul Mazarella, Executive Director
Ithaca Neighborhood Housing Services
115 West Clinton St.
Ithaca, NY 14850
(607) 277-4500 x 211
pmazarella@ithacanhs.org

Contact

Randall + West, Inc.

123 S. Cayuga St. Suite 201
Ithaca, New York 14850
(607) 252-6710

C.J. Randall, Principal, LEED AP ND
cjr@randall-west.com

David J. West, Principal, LEED AP
djw@randall-west.com

www.randall-west.com

NYS WBE certified business

Tax ID: 46-2222773

New York State domestic business corporation



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: Dark Horse 40th Anniversary Today's Date: 6/30/15
 Event Contact: George Feibel CDP Member? Yes No
 Address: 96 Main St New Event Existing Event
 Email: gfeibel1@gmail.com Phone: 607-745-1527
 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: Dark Horse 40th Anniversary
 TYPE OF EVENT (i.e., walkathon, street fair, festival, etc.): Festival
 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: <u>Saturday Aug 1</u>	DATE DAY 2: <u>N/A</u>
<input checked="" type="checkbox"/> STREET CLOSURE: Start Time: <u>10am</u> End Time: <u>10pm</u> Street: <u>Clayton Ave lower portion</u>	<input type="checkbox"/> STREET CLOSURE: Start Time: _____ End Time: _____ Street: _____
<input type="checkbox"/> LOT CLOSURE: Start Time: <u>Front of Post Office</u> End Time: <u>to the</u> Lot: <u>Back of Post Office Property</u>	<input type="checkbox"/> LOT CLOSURE: Start Time: _____ End Time: _____ Lot: _____
<input checked="" type="checkbox"/> AMPLIFIED MUSIC: Start Time: <u>12pm</u> End Time: <u>10pm</u>	<input type="checkbox"/> AMPLIFIED MUSIC: Start Time: _____ End Time: _____

START LOCATION: (Clayton Ave) END LOCATION: _____
 EXPECTED # OF PARTICIPANTS: 1,000 # OF SPECTATORS: _____ # OF VEHICLES: _____
 HOTELS: Is this event expected to generate area overnight stays? If so, estimated # of rooms: 200 rooms

Event Components

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

Other components not listed: waive open container law to permit on-site consumption of alcohol August 1 12pm-10pm

Marketing budget: _____ Admission Fee: _____

CDP Approval: _____
 Fire Approval: [Signature]
 CPD Approval: [Signature]
 Council Approval: _____

COMMERCIAL

SOUND DEVICE PERMIT

DATE REQUESTED: June 30, 2015

ISSUANCE DATE: _____

NAME: George Seibel

EXPIRATION DATE: _____

ADDRESS: Dark Horse Tavern
96 main Street
Cortland, Ny 13045

TELEPHONE: 607-745-1527

TYPE OF SOUND DEVICE: Band

DATES/TIMES: August 1, 2015

NON-PROFIT: _____

PERSON IN CHARGE: George Seibel

TELEPHONE NUMBER: 607-745-1527

(*Please check if you are a non-profit group therefore no licensing fee applies)

LICENSE FEE: FIXED LOCATION - \$250

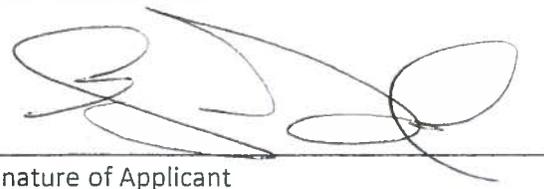
MOUNTING UPON MOTOR VEHICLE - \$500

Fixed Location: For the use or operation of any radio, phonograph, microphone or other device by which sounds are magnified and caused to be heard over any public street or public place from any one fixed location and not in, or mounted upon a motor vehicle, the sum of \$250 for any day or part of a day for which the applicant desires permission hereunder. (Code of Ordinances 193-5 Noise Article II Sound Devices [adopted 8-5-1969 as Ch. 12, Art. VI, of the 1969 Code of Ordinances])

Mounting upon motor vehicle: For the use or operation of any radio, photograph, microphone or other device by which sounds are magnified and caused to be heard over any public street or public place to be used in, or mounted upon, a motor vehicle, the sum of \$500 for any day or part of a day for which the applicant desires permission hereunder. (Code of Ordinances 193-5 Noise Article II Sound Devices [adopted 8-5-1969 as Ch. 12, Art. VI, of the 1969 Code of Ordinances])

ANNUAL \$100.00

SINGLE EVENT \$25.00



Signature of Applicant

June 30, 2015

Date

APPLICATION MUST BE FILED WITH APPLICATION FEE AT LEAST TWO (2) WEEKS BEFORE FUNCTION AND ONE (1) WEEK PRIOR TO COMMON COUNCIL MEETING TO ALLOW TIME FOR APPROVAL.

APPLICATION
For Street Closings
PLEASE PRINT ALL INFORMATION

Today's Date: June 30, 2015

Address of Street Closing: Clayton Avenue (150 ft. from Main St. Intersection)

Describe Event: 40th Anniversary Dark Horse

Applicant Seibel George PH # 607-745-1527
Last First MI (Home) (Work)

Address: 96 Main Street E-mail Address: gseibel@gmail.com
Street

Cortland ny 13045
City State Zip Code

Date of Street Closing: Saturday, August 1 Alternate or Rain Date: _____

Start Time: 10 AM or PM Finish Time: 10 AM or PM
* (No earlier than 9:00 AM) * (No later than 8:00 PM)

(*Unless altered by Common Council)

Estimated # of persons attending: 1000

Will amplified music be provided?: yes
(If yes, refer to requirement #8 for compliance)

City Ordinance Sect. 193-5 requires Common Council permission; SCT. 193-7 requires
~~\$250~~ fee.
\$25.00 (Pd. Cash - June 30, 2015)

Will alcohol be available? yes

If so, which address(es) will have alcohol? 96 Main St.

Alcohol is only allowed on private property. All State and City alcohol laws still apply during Street Closings.

A Street Closing permit does not allow the sale of alcohol or the consumption of alcohol on public property or by persons younger than 21 years of age.

Search

98 main st cortland Search

ex. 9-90-33

Get Directions History

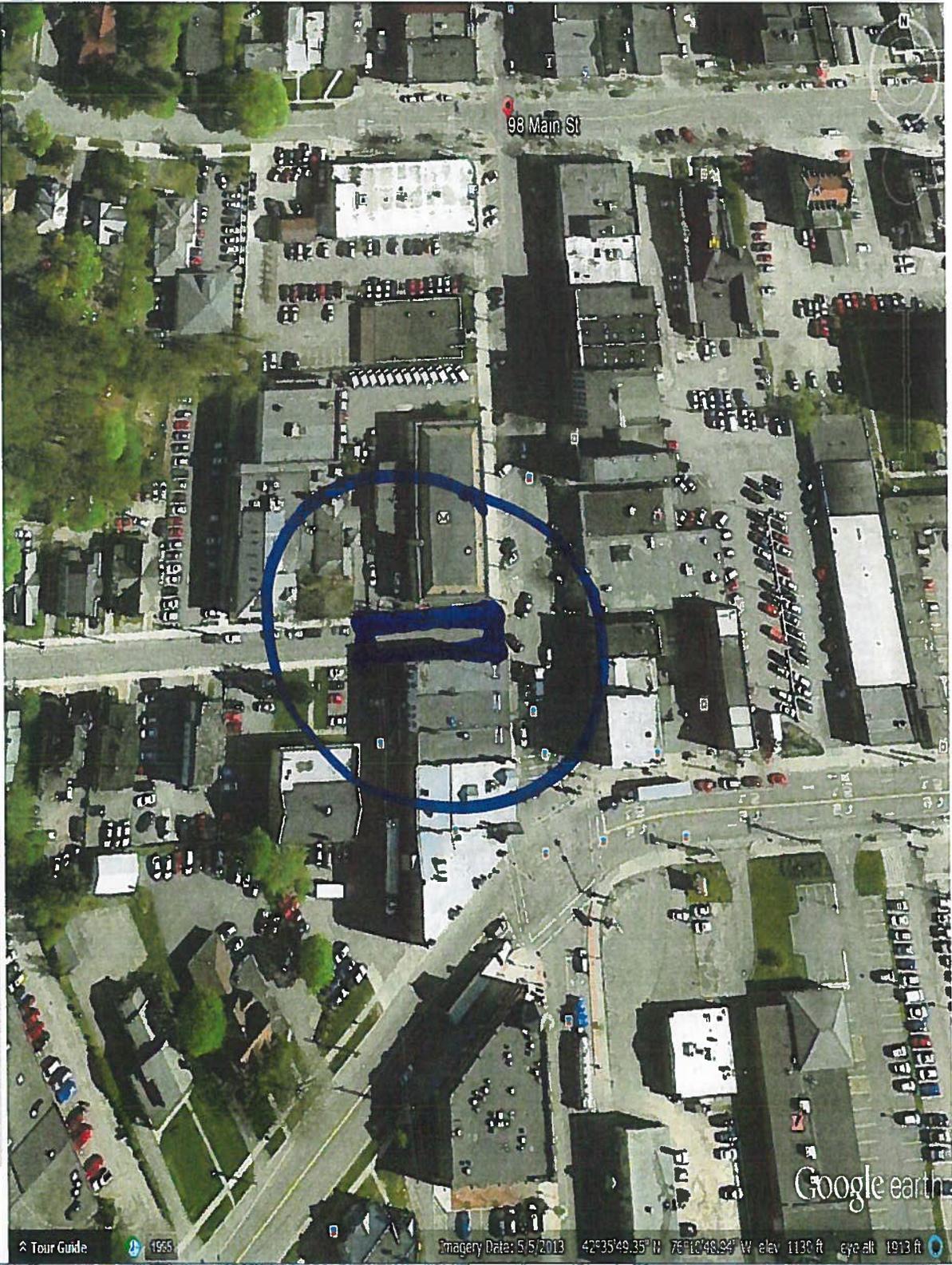
98 Main St

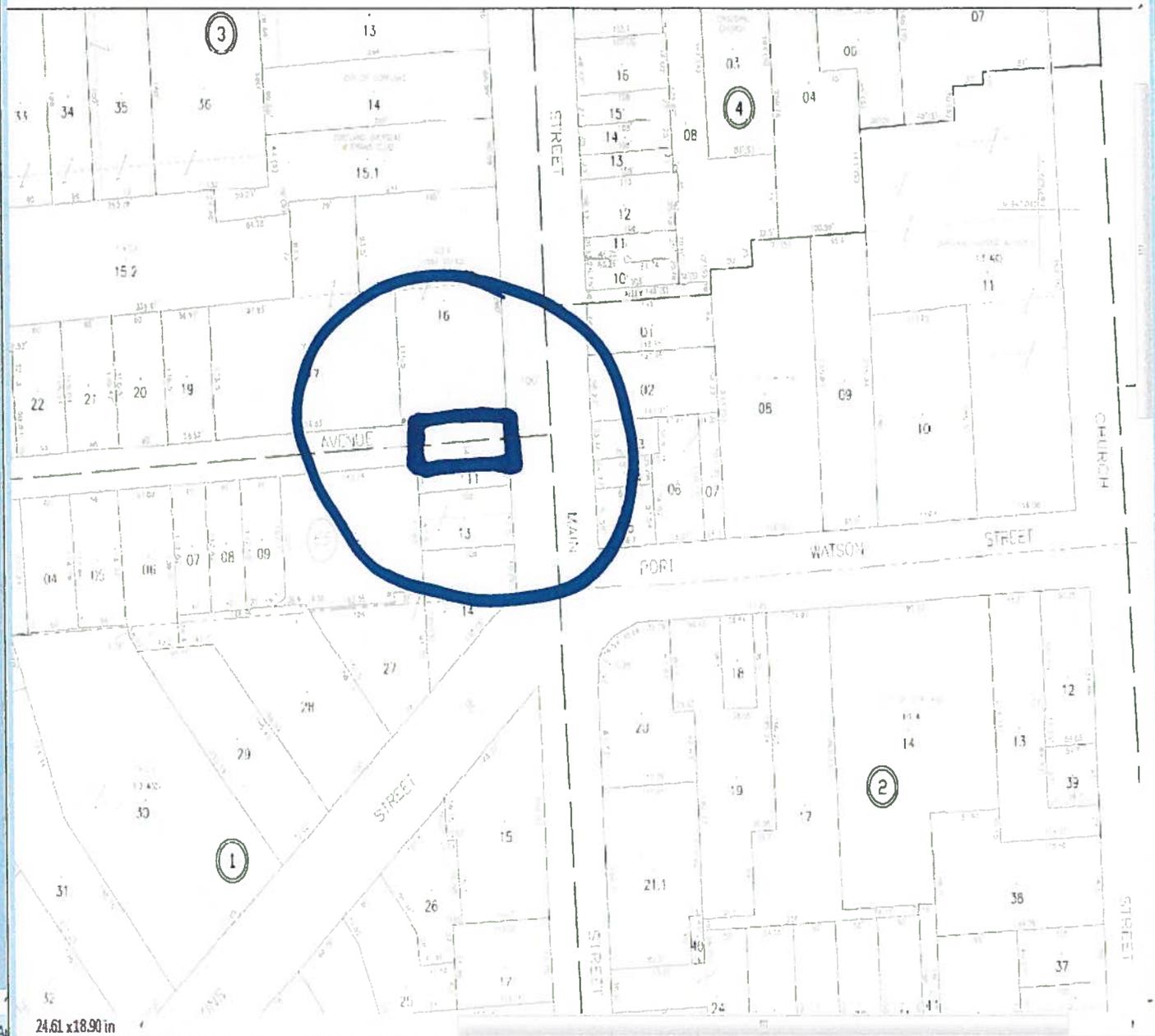
Places

- My Places
 - Sightseeing Tour
 - Make sure 3D Buildings layer is checked
 - Temporary Places

Layers

- Primary Database
- Voyager New!
 - Happy 10th Birthdey. Gcc
 - Edition 1
 - Highlight tour
 - Street View highlights
 - Earth View landscapes
 - 3D cities
 - Satellite imagery up...
- Download
- Borders and Labels
- Places
- Photos
- Roads
- 3D Buildings
- Ocean





mayorofc

From: Mack Cook
Sent: Tuesday, June 30, 2015 2:15 PM
To: Brian Tobin; ward1; ward2; ward3; ward4; ward5; ward6; ward7; ward8; lawdept
Cc: mayorofc
Subject: Resolution to establish a public hearing
Attachments: Energize NY Local Law.docx

Mayor and Members of Common Council

On the agenda for the July 21st meeting there will be a resolution to amend local law No 11 of 2014. This law was enacted by resolution 222 of 2014 and authorized membership in the "Energize NY" program administered by the New York State Energy Improvement Corporation and establishment of sustainable energy local program.

The amendment is necessary because the wording at the end of section 8B stated "City". The State sent notice that the required wording is "**City of Cortland**". Accordingly, the attached amended local law now reads (Section 8B) "City of Cortland".

On the Agenda for July 7th, will be a resolution to set a public hearing at 6:50 PM on July 21, 2015 in Council Chambers to hear public comment on the proposed amendments to Local Law No 11 of 2014.

A copy of the Amended local law will be at your seat prior to the start of the July 7 meeting to comply with the 10 day rule for consideration on July 21st.

Thank you
Mack

AMMENDED LOCAL LAW NO.11 OF 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 19, 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, Together with the interest thereon, shall be paid by the property owner as a charge on

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 City of Cortland.
- C. The rate of interest for the charge shall be fixed by EIC acting on behalf of 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.