

- c) After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction no later than the second payroll after receipt of the confirmation.

Agenda
Item #1

Section 4. NO STRIKE AFFIRMATION

This Union affirms that it does not assert the right to strike against the Employer or to assist and participate in any such strike or impose any obligations upon its members to conduct, assist, or participate in such a strike. "Strike" shall include any type of work stoppage, slowdown, or any other concerted interference with normal efficient operation.

Section 5. EQUAL EMPLOYMENT OPPORTUNITY

SEIU and the Employer agree that neither shall discriminate against any employee because of race, sex, color, creed, national origin, sexual orientation, physical disability, age, marital status, religion or union activity. This prohibition against discrimination applies to all components of employment, including but not limited to, recruitment, selection, assignment, compensation, benefits, promotion and training.

Whenever the male pronoun is used in the Agreement, it includes females as well as males and does not imply a discriminatory attitude on the part of either the City or the Union.

Section 6. SEIU MEETINGS

SEIU may hold its meetings during working hours, but will limit the meetings to one hour per meeting with not more than six meetings per year and no more than one meeting in a one-week span. These meetings will not interrupt normal business procedure.

Section 7. ELECTION OF OFFICERS

Upon the election of new officers, SEIU will advise the City of the names within five working days.

ARTICLE III – GENERAL WAGE PROVISIONS

Section 1. WAGE SCHEDULE

Wages: 2% each contract year for 5 years. Amend the salary schedules under the Appendix's \$250 annual clothing allowance starting 1/1/20.

The Employer and SEIU agree that the salary for the employees covered by this contract shall be set forth in the salary schedule annexed hereto and made a part hereof.

In the event the City and either the Waste Water Treatment Union or ^{SEIU} CSEA collective bargaining units agree to a wage increase for a percentage higher than 2% the City will automatically increase the Local 200 United wages to match. The only exception would be if such increase was reached through Arbitration or Mediation then the difference would not apply. This provision terminates December 31, 2024.

From ~~CSEA~~ SEIU CONTRACT

Agenda Item #1

Except as otherwise provided herein, the Chief Operator has the right to alter normal or posted work schedules based on staffing needs and department requirements including providing eight hours of coverage on Saturdays and Sundays. Employees will be notified of such changes as early as possible.

All employees shall receive a minimum guarantee of four (4) hours pay when called to work on an unscheduled day. All hours worked outside of employees regular schedule shall be paid at the overtime rate of pay if the total hours work in any work week exceed forty (40) hours.

Employees must take a paid meal break of thirty minutes each day.

Section 2. Wages.

A. Employees hired before January 1, 2017 shall receive the following increases in their hourly pay rate on the date indicated:

1/1/2022	2.1%
1/1/2023	2.1%
1/1/2024	2.1%
1/1/2025	2.1%

B. The following minimum hourly wage shall prevail for employees hired on or after January 1, 2014,

Title	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
Wastewater Treatment Plant Operator II	.48 \$23.21	.49 \$23.70	.50 \$24.20	.51 \$24.71
Wastewater Treatment Plant Operator I	.41 \$20.01	.42 \$20.43	.43 \$20.86	.44 \$21.30
Operator Trainee	.40 \$19.44	.41 \$19.85	.42 \$20.27	.43 \$20.70
Wastewater Treatment Plant Maintenance	.48 \$23.21	.49 \$23.70	.50 \$24.20	.50 \$24.71
Laborer	.37 \$18.12	.38 \$18.50	.39 \$18.89	.40 \$19.29
Instrument Tech	.53 \$25.91	.55 \$26.45	.56 \$27.01	.57 \$27.58

Section 3. Pay Day. Employees shall be paid on a bi-weekly basis on Fridays, barring unforeseen circumstances. Pay period ends at 11:59 p.m. the Wednesday before pay day.

From

WASTEWATER PWDA CONTRACT

Original Stamp
H 1

Current 2022 Salary Schedule

2 % INCREASE	NEW HIRE RATE	Upon Completion 1 YEAR Rate	Upon Completion 2 YEAR RATE	Upon Completion 3 YEAR RATE	JOB RATE 2022
Clerk	\$ 26,039.92	\$ 26,725.46	\$ 27,457.70	\$ 28,357.60	\$ 36,093.81
Keyboard Specialist	\$ 26,565.22	\$ 27,266.68	\$ 28,013.77	\$ 28,932.77	\$ 36,855.75
Administrative Aide	\$ 27,446.02	\$ 28,174.01	\$ 28,945.51	\$ 29,900.60	\$ 38,148.31
Assessment Clk/Sr. Keybd. Spec.	\$ 28,511.48	\$ 29,270.24	\$ 30,075.70	\$ 31,073.23	\$ 39,706.16
Account Clerk Typist	\$ 29,736.11	\$ 30,532.02	\$ 31,374.61	\$ 32,417.78	\$ 41,498.54
Account Clerk Stenographer	\$ 29,736.11	\$ 30,532.02	\$ 31,374.61	\$ 32,417.78	\$ 41,498.54
Senior Account Clerk Typist	\$ 31,134.78	\$ 31,965.71	\$ 32,852.88	\$ 33,951.23	\$ 43,536.06
Payroll Clerk	\$ 31,958.28	\$ 32,844.39	\$ 33,758.09	\$ 35,668.26	\$ 44,746.90
Administrative Assistant	\$ 32,782.84	\$ 33,664.70	\$ 34,603.87	\$ 35,764.83	\$ 45,951.37

Updated 2022 Salary Schedule

2.1 % INCREASE	NEW HIRE RATE	Upon Completion 1 YEAR Rate	Upon Completion 2 YEAR RATE	Upon Completion 3 YEAR RATE	JOB RATE 2022
Clerk	\$ 26,065.96	\$ 26,752.19	\$ 27,485.16	\$ 28,385.96	\$ 36,129.90
Keyboard Specialist	\$ 26,591.79	\$ 27,293.95	\$ 28,041.78	\$ 28,961.70	\$ 36,892.61
Administrative Aide	\$ 27,473.47	\$ 28,202.18	\$ 28,974.46	\$ 29,930.50	\$ 38,186.46
Assessment Clk/Sr. Keybd. Spec.	\$ 28,539.99	\$ 29,299.51	\$ 30,105.78	\$ 31,104.30	\$ 39,745.87
Account Clerk Typist	\$ 29,765.85	\$ 30,562.55	\$ 31,405.98	\$ 32,450.20	\$ 41,540.04
Account Clerk Stenographer	\$ 29,765.85	\$ 30,562.55	\$ 31,405.98	\$ 32,450.20	\$ 41,540.04
Senior Account Clerk Typist	\$ 31,165.91	\$ 31,997.68	\$ 32,885.73	\$ 33,985.18	\$ 43,579.60
Payroll Clerk	\$ 31,990.24	\$ 32,877.23	\$ 33,791.85	\$ 35,703.93	\$ 44,791.65
Administrative Assistant	\$ 32,815.62	\$ 33,698.36	\$ 34,638.47	\$ 35,800.59	\$ 45,997.32

2023 Salary Schedule

2.1 % INCREASE	NEW HIRE RATE	Upon Completion 1 YEAR Rate	Upon Completion 2 YEAR RATE	Upon Completion 3 YEAR RATE	JOB RATE 2023
Clerk	\$ 26,613.35	\$ 27,313.98	\$ 28,062.35	\$ 28,982.06	\$ 36,888.63
Keyboard Specialist	\$ 27,150.21	\$ 27,867.12	\$ 28,630.66	\$ 29,569.90	\$ 37,667.35
Administrative Aide	\$ 28,050.41	\$ 28,794.43	\$ 29,582.92	\$ 30,559.04	\$ 38,988.37
Assessment Clk/Sr. Keybd. Spec.	\$ 29,139.33	\$ 29,914.80	\$ 30,738.00	\$ 31,757.49	\$ 40,580.53
Account Clerk Typist	\$ 30,390.93	\$ 31,204.37	\$ 32,065.51	\$ 33,131.65	\$ 42,412.38
Account Clerk Stenographer	\$ 30,390.93	\$ 31,204.37	\$ 32,065.51	\$ 33,131.65	\$ 42,412.38
Senior Account Clerk Typist	\$ 31,820.40	\$ 32,669.63	\$ 33,576.33	\$ 34,698.87	\$ 44,494.77
Payroll Clerk	\$ 32,662.03	\$ 33,567.66	\$ 34,501.48	\$ 36,453.71	\$ 45,732.27
Administrative Assistant	\$ 33,504.75	\$ 34,406.03	\$ 35,365.88	\$ 36,552.41	\$ 46,963.27

2024 Salary Schedule

2.1 % INCREASE	NEW HIRE RATE	Upon Completion 1 YEAR Rate	Upon Completion 2 YEAR RATE	Upon Completion 3 YEAR RATE	JOB RATE 2024
Clerk	\$ 27,172.23	\$ 27,887.57	\$ 28,651.66	\$ 29,590.69	\$ 37,663.29
Keyboard Specialist	\$ 27,720.37	\$ 28,452.33	\$ 29,231.91	\$ 30,190.87	\$ 38,458.36
Administrative Aide	\$ 28,639.47	\$ 29,399.11	\$ 30,204.16	\$ 31,200.78	\$ 39,807.13
Assessment Clk/Sr. Keybd. Spec.	\$ 29,751.26	\$ 30,543.01	\$ 31,383.49	\$ 32,424.40	\$ 41,432.72
Account Clerk Typist	\$ 31,029.14	\$ 31,859.66	\$ 32,738.89	\$ 33,827.42	\$ 43,303.04
Account Clerk Stenographer	\$ 31,029.14	\$ 31,859.66	\$ 32,738.89	\$ 33,827.42	\$ 43,303.04
Senior Account Clerk Typist	\$ 32,488.63	\$ 33,355.69	\$ 34,281.44	\$ 35,427.55	\$ 45,429.16
Payroll Clerk	\$ 33,347.94	\$ 34,272.58	\$ 35,226.01	\$ 37,219.24	\$ 46,692.65
Administrative Assistant	\$ 34,208.35	\$ 35,128.56	\$ 36,108.57	\$ 37,320.01	\$ 47,949.49

Agenda Item #2

Benefit Comparison

Service Category	GROUP MEDICARE ADVANTAGE		Access	Private Medicare Plan
	In Network and Out of Network	In all Medicare providers, same benefit in or out of network		
PHYSICIAN SERVICES				*All benefits are subject to Medicare guidelines
Primary Care Office Visit (includes primary GYN visit)	Covered in Full			Subject to Deductible & Co-Insurance
Specialist Office Visit	Covered in Full			Subject to Deductible & Co-Insurance
Physician Office Surgery	Covered in Full			Subject to Deductible & Co-Insurance
Physician services during hospital stay	Covered in full			Covered in Full
Urgently Needed Care nationwide	Covered in Full			Covered in Full
OUTPATIENT SERVICES				
Diagnostic Tests and Lab Services	Covered in Full			Covered in Full
Radiological Services (X-rays)	Covered in Full			Covered in Full
Surgical Services (hospital or ambulatory surgical center)	Covered in Full			Covered in Full
Emergency Room - waived if admitted	Covered in Full			Covered in Full
Ambulance	Covered in Full			Covered in Full
Home Healthcare Services	Covered in Full			Covered in full for up to 60 days per visit per year. Subject to deductible and coinsurance after 60
Rehabilitation Therapy Services (Physical, Occupational, Respiratory & Speech)	Covered in Full			Subject to Deductible and Coinsurance
Eye Exam routine	CIF - 1 every 12 months			Not covered
Chiropractic Services	Covered in Full			Subject to Deductible and Coinsurance
DURABLE MEDICAL EQUIPMENT				
Durable Medical Equipment and Prosthetic Devices	Covered in Full			Subject to Deductible and Coinsurance
PREVENTIVE CARE (Office Visit Copay may apply)				
Routine Physical Exam	Covered in full			Covered in Full for 1 Exam per Year
Immunization	Covered in full			Covered in Full
Mammography	Covered in full			Covered in Full
Routine Hearing Exam	Covered in full			NOT COVERED
Prostate Exam	Covered in full			Covered in Full
Bone Mass Measurement	Covered in full			Covered in Full
Pelvic Exam	Covered in full			Covered in Full
PAP Smear	Covered in full			Covered in Full
INPATIENT HOSPITAL				
Inpatient Hospitalization	Covered in Full			Covered in Full
Skilled Nursing Facility	\$0 Copay for days 1-100 for each benefit period. No limit to the number of benefit periods			Covered in Full for Days 1 - 100
MENTAL HEALTH and CHEMICAL DEPENDENCY				
Inpatient Mental Health	Covered in Full			Covered in Full
Inpatient Chemical Dependency	Covered in Full			Covered in Full
Outpatient Mental Health	Covered in Full			Covered in Full
Outpatient Chemical Dependency	Covered in Full			Covered in Full
ADDITIONAL COVERAGE				
Routine Eyewear Allowance	\$100 once every 12 months			Not Covered
Acupuncture	12 visits each 90 days			Not Covered
Hearing Aid Allowance	\$1,200 once every 12 months			Not Covered
Wellness Benefit	SilverSneakers			Bus 365 discount
Non-Emergency Transportation to office visits/follow ups/pharmacies	CIF - 24 Non-Emergency transports up to 60 miles			Not Covered
Meal delivery post hospitalization	Up to 14 nutritious meals delivered			Not Covered
Healthy Rewards - Incentive Plan	Retirees earn gift cards for completing preventive care visits			Not Covered
Healthy Lifestyle Coaching - One on One sessions	Smoking cessation, start a fitness program, healthy eating/nutrition, etc.			Not Covered
Teledoc / Telemedicine	Covered in Full			Subject to Deductible/Coinsurance
Cost Sharing				
Annual Deductible	\$0			\$50 Ind/\$150 Family
Annual Out of Pocket Maximum	\$0			\$400/\$1,200
PRESCRIPTION DRUGS				
Prescription Drugs (some restrictions may apply like Prior Authorization, Step Therapy & Quantity Limits)	\$9/\$25/\$40 - 90 Day Supply at 2x for both Retail and Mail Order			\$10/\$25/\$40 - 90 Day Supply at 2x for Mail Order Only

Item # 3

AGREEMENT

This Agreement, made this ____ day of March, 2022 by and between City of Cortland, a municipal corporation with its principal offices at City Office Building, 25 Court Street, Cortland, New York (the "City"), and Phillips Lytle LLP, a limited liability partnership with offices at 28 East Main Street, 14th Floor, First Federal Plaza, Rochester, New York 14614 ("Counsel").

WITNESSETH:

WHEREAS, the City is required by statute to commence a proceeding for the collection of delinquent real property taxes pursuant to New York Real Property Tax Law Article 11; and

WHEREAS, the City wishes to undertake efforts and procedures intended to identify and notify relevant parties in interest above and beyond the statutory efforts and procedures mandated by said Article 11; and

WHEREAS, the City desires representation, counsel and assistance in duly conducting the tax enforcement proceeding; and

WHEREAS, Counsel is able to offer such representation, counsel and assistance;

NOW, THEREFORE, it is mutually covenanted and agreed by and between parties hereto as follows:

1. Work Scope. Counsel shall carry out and perform all those actions, except those action set forth on Schedule A-1 attached hereto, necessary to complete the foreclosure of each tax account parcel in an in rem tax foreclosure proceeding to be commenced by the City for the collection of delinquent 2020 City real property taxes in accordance with Real Property Tax Law Article 11. Specifically, Counsel shall carry out and perform those actions specified on Schedule A-2 attached hereto. The City shall carry out and perform those actions specified on Schedule A-1 attached hereto.

2. Legal Fee. As its legal fee for services rendered hereunder, Counsel shall be paid the sum of Four Hundred Fifty Eight Dollars and (\$458.00) for each parcel referred to Counsel for foreclosure. City shall provide to Counsel a list of delinquent parcels pursuant to RPTL §1122 and shall indicate to Counsel those parcels Counsel is to include in the in rem tax foreclosure proceeding. Counsel shall thereafter prepare and forward to City an invoice reflecting the total fee as computed above. Such invoice shall be payable upon the completion of the publication notices pursuant to RPTL §1124. City shall collect, upon the redemption of each parcel, such sum as is allowed pursuant to RPTL §1102. Provided an index number shall be available, but no later than subsequent to the filing of the petition pursuant to RPTL §1123, Counsel shall make an application to the court for an order, pursuant to RPTL §1102(e), authorizing the tax district to thereafter charge and collect the sum of \$458.00 per parcel on the grounds that such greater charge reflects the reasonable and necessary cost of searches of the public record (including sales tax) and the cost of legal services hereunder. City understands and acknowledges that such application may be a matter of first impression with the court and that the court may deny such application or grant such other relief as the court deems just and proper. City acknowledges and agrees that the invoiced total fee shall be due and payable to Counsel notwithstanding the decision of the court and without regard to whether such fee is fully recovered upon the redemption of parcels. As the application for the order authorizing the City to collect the sum of \$458.00 upon redemption may not be made until after the petition is filed, City recognizes that the City will likely recover from redemptions only a portion of the total fee due and that the balance of such total fee must be paid by the City from sources other than the sums collected upon redemption.

3. Miscellaneous Charges. In addition to the invoiced total fee referenced above, the following charges shall be incurred by Counsel and shall be reimbursed by City as described below:

- A. The cost of mailing or service of notices required or authorized by RPTL §1102(a).
- B. The cost of publication of notices required or authorized by RPTL §1102(b).
- C. The cost of recording or filing legal documents required or authorized by RPTL §1102(d).

- D. The cost of posting required or authorized by RPTL §1125(c).

In accordance with RPTL §1102, the above described charges shall be part of the delinquent tax for purposes of redemption and may be recovered, in whole or in part, by the City at the time of redemption. Upon the completion of the publication notices as set forth in paragraph 2 above, Counsel shall provide to City evidence of such costs and City shall thereafter reimburse Counsel for the full amount of the same.

4. Work Product. At the end of the tax foreclosure proceeding, Counsel shall, upon the request of City, provide to City a copy of all title searches, correspondence, papers, legal memorandum, opinions, pleadings and other documents which are received or prepared by Counsel in connection with this action, together with a mailing list and affidavit of mailing showing every creditor or party to whom a notice was sent, the address to which each was sent, the date sent and the property identified on the notice.

5. Notices Received by City. City shall provide to Counsel copies of all Declarations of Interest filed pursuant to RPTL Section 1126 and all change of address information received pursuant to RPTL Section 1125(d) and copies of all correspondence, pleadings, notices (including bankruptcy notices) and other documents which are received by City in connection with the action or any parcel subject to the action.

6. Withdrawal of Parcels. City shall withdraw a parcel from the foreclosure action only when such withdrawal is duly authorized pursuant to RPTL §1138.

7. Insurance. Counsel shall maintain professional liability insurance covering Counsel's performance under this Agreement. Such policy shall have a claim limit of not less than One Million (\$1,000,000.00) Dollars.

8. Assignment. Counsel agrees it will not assign, transfer, convey, pledge, encumber, hypothecate, sublet or otherwise dispose of this Agreement or its right, title, or interest therein, nor any part thereof, without the prior consent of the City Attorney.

9. Independent Contractor. Counsel, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status and will not

claim to be an officer or employee of the City by reason of this Agreement, or claim any privilege applicable to any employee of the City, including but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership credit.

10. Conflicts of Interest. Counsel will not accept the engagement of, advise, or assist anyone in a defense or challenge to the tax foreclosure proceeding.

11. Non-Discrimination. Counsel agrees that in carrying out its activities under the terms of this Agreement that it shall not discriminate against any person due to such person's race, color, creed, disability, marital status, age, sex or national origin and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in §290-301 of the Civil Rights Law of the State of New York.

12. Entire Agreement. This Agreement contains the entire Agreement between Counsel and the City and shall not be changed, except by written instrument signed by Counsel and the City.

13. New York Law. This Agreement shall be governed by and construed in accordance with the laws of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF CORTLAND

Date:

By: _____

PHILLIPS LYTTLE LLP

Date:

By: _____

SCHEDULE "A-1"
Actions to be Performed by the City

Anticipated Date

Action

Prepare Tax Rolls and Tax Warrants - The City shall prepare the annual tax rolls and warrants and shall deliver the same to the City Tax Collectors.

Collect Taxes - The City shall collect those taxes returned from the City Tax Collector.

Accept Installment Payment Arrangements - If the same has been duly authorized, the City shall negotiate and enter into installment payment arrangements of delinquent taxes. The City shall notify each potentially eligible person of their possible eligibility to make installment payments on delinquent taxes.

Accept Redemption Payments - The City shall receive and accept proper redemptions of the parcels set forth on the list of delinquent taxes and shall notify Counsel of such redemptions.

Prepare Certificates of Redemption - Upon the proper redemption of a parcel, a certificate redemption, or as appropriate, a certificate of partial redemption, shall be prepared, executed and forwarded to the County Clerk for filing. A copy of each certificate shall be provided to Counsel.

7/1/2022

Provide List of Delinquent Taxes to Counsel - The City shall prepare and deliver to Counsel a written list of those parcels which have not been redeemed. Such list shall, if feasible, also be provided to Counsel on computer disk in the format suggested by Counsel.

SCHEDULE "A-2"
Services Performed by Counsel

<u>Anticipated Date</u>	<u>Service</u>
09/15/2022	<u>Obtain Title Searches</u> - Title searches in accordance with the requirements of Schedule "B" shall be ordered by Counsel. Counsel will provide copies of Schedule "B" to the title companies.
11/1/2022	<u>Review Title</u> - As received, the title searches will be reviewed for the purpose of ascertaining the current record owner, the names and addresses of any parties holding an interest relating to open mortgages, judgments or other liens or interests, together with state and federal tax liens or warrants or other similar interests, and to identify any title problem that may legally prevent the City from foreclosing against the property.
08/15/2022	<u>Mail Preliminary Notice</u> - A notice of the filing of the list of delinquent taxes and of the impending filing of the petition will be forwarded to all parties in interest. Agencies or instrumentalities of the state or federal government will be provided with sufficient information in the appropriate format so as to comply with the notice requirements of each such entity. Affidavits of mailing will be completed and filed in the County Clerk's Office. In the event notices are returned as undeliverable by the Post Office, further research and efforts will be undertaken in an effort to obtain a valid address.
08/1/2022	<u>Research Bankruptcy Filings</u> - In the event the title search indicates that the current owner of the property has filed a petition in bankruptcy, research will be undertaken to determine whether the taxpayer and the debtor are in fact the same person, whether the bankruptcy case has been closed, whether the trustee has abandoned the property, or the automatic stay has been otherwise modified or whether a motion has been made to sell the property. If the property is no longer subject to the automatic stay, the City will be so notified. Those matters for which the current record owner is in fact the debtor, and the automatic stay has not been modified, or the case has not been closed as described above, will be withdrawn from the Action and the City will be notified accordingly.
12/01/2022	<u>Prepare Petition and Related Notices</u> - The Petition, Notice of Petition, Notice of Foreclosure and Tax Enforcement Notification shall be prepared in accordance with statutory requirements. Counsel shall obtain and attach all required exhibits thereto.

<u>Anticipated Date</u>	<u>Service</u>
12/01/2022	<u>File Petition and Related Notices</u> - The petition Notice of Petition, Notice of Foreclosure and Tax Enforcement Notification shall be duly and timely filed with the County Clerk.
12/01/2022	<u>Publish Notice of Foreclosure</u> - A Notice of Foreclosure shall be duly prepared and published in accordance with statutory requirement.
12/01/2022	<u>Mail Petition and Related Notices</u> - A copy of the Petition (with attachments), Notice of Petition, Notice of Foreclosure and Tax Enforcement Notification will be mailed to each owner of record and all parties in interest and declared partner. Agencies or instrumentalities of the state or federal government will be provided with sufficient information in the appropriate format so as to comply with the notice requirements of each such entity. Affidavits of mailing will be completed and filed in the County Clerk's Office. In the event notices are returned as undeliverable by the Post Office, further research and efforts will be undertaken in an effort to obtain a valid address.
	<u>Respond to Answers</u> - If a duly verified answer is served upon the City alleging a defect in the foreclosure proceeding application will be made to the applicable court for a summary determination of the issues therein. If the court shall not summarily dispose of the matter but shall require the taking of evidence Counsel shall immediately so notify the City. Further proceedings relating to the taking of evidence and the trial of facts shall not be performed by Counsel under the terms of this Agreement. Responses to answers alleging defenses relating to the imposition of the tax lien are not within the scope of this Agreement and shall not be performed by Counsel.
	<u>Conduct Public Sale</u> - If the court, in response to an answer, shall direct the sale of the real property, appropriate notification of such sale shall be made by Counsel and Counsel shall attend or conduct such sale in accordance with the directives of the Court. Counsel shall prepare any deeds conveying the parcel pursuant to such public sale.
04/01/2023	<u>Prepare and Submit Final Judgment</u> - The final default judgment shall be prepared and submitted to the Court. Such judgment shall award possession of the parcel to the City and shall direct the Enforcing Officer to convey the parcel by deed to the City.
04/01/2023	<u>Prepare Deed and Transfer Documents</u> – Counsel will prepare the deed or deeds conveying unredeemed parcels to the City, together with forms EA-5217 and TP-584 and shall record the deeds in the office of the County Clerk.

SCHEDULE B

TITLE SEARCH SPECIFICATIONS

1. Property information to be provided by Phillips Lytle will include the tax parcel address, tax map number and assessed owner as of the date of the tax lien.
2. Hard copy searches should be in title report format with full address information for all parties (including judgment creditor attorney). The search period is to commence with the most recent full value warranty deed (deeds stamps paid on more than a nominal value) with a minimum search period of 15 years. Searches should be identified by tax map number.
3. Searches should include real estate records, judgments, federal tax liens, bankruptcy, surrogate's court and all other customary indexes. Surrogate's searches should include copies of all petitions and letters.
4. A tax search is to be conducted and included.
5. Provide copies of the first and signature pages of all mortgages, assignments and deeds.
6. Provide copies of all federal tax liens.
7. Provide two hard copies of the completed search.
8. Creditor information is to be provided in an electronic file format (text file).

Mayor Scott Steve

*Agenda
Jun 14*

From: Nicholas Dovi
Sent: Thursday, March 10, 2022 9:38 AM
To: Alan Ricottilli; ward8; Mayor Scott Steve
Cc: Andrew Jewett
Subject: Amendment #4

All,

Let this information serve as an official update on the request of an additional \$249,500.00 for the Clinton Avenue Phase III Streetscape and utility Project. I will try to provide insight on the breakdown and necessity for the additional funding. I am awaiting an official written response from the EFC (should have within the next week or two) but have been assured all these funds/increases are fully reimbursable.

The major portion of this ask is for Construction Inspection (\$220,000). The increase in CI is for multiple reasons the first is to simply meet the NYSDOT's standards. The second reason was early on in the project it was evident that multiple inspectors were going to be needed to fulfill the inspection obligations especially when the awarded contractor had multiple crews onsite performing vastly different operations. In an effort to observe all work that was commencing or ongoing it was decided that additional inspectors (with intricate knowledge of the DOT standards) was warranted. These costs may seem high but in perspective with the overall project costs and an engineer's estimate of almost 11 million the increases are in line with the actual project scope.

Increased general expenses (\$18,000.00) are for Mileage, for attendance at meetings and travel to and from the project site throughout 2022 season.

Increased SWPPP Compliance (\$1,500.00) Mike Altieri from BCA has been handling the compliance side of things for the SWPPP prepared by Cedarwood for the Gateway Project.

The Washington and North Greenbush Water Main was an afterthought and changed the scope of the original project and agreement. The initiative was an afterthought because funding was approved to expand the Gateway project and transfer available monies to utility project that could classify as an "extension" of the original initiative. The funding (\$10,000.00) is simply due to the fact that that the scope was changed to include water work on the two adjoining streets internally and there was additional engineering, inspection and reporting services required. Overall there was additional work performed for Church St Ped improvements, Washington and Greenbush watermain design and inspection, and assistance with coordination and design related to Cedarwood. This work totaled \$92,550, by re-allocating monies previously approved under the original agreement, these services were performed for \$52,460, saving the City over \$40,000.

Hope this helps,
Nic

Agenda Item 15

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT is made as of this ___ day of March, 2022 by and between **CITY OF CORTLAND**, a municipal corporation of the State of New York with an address of 25 Court Street, Cortland, New York 13045 ("City") and **CORTLAND COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation organized and existing under the laws of the State of New York with an address of 40 Main Street, Suite A, Cortland, New York ("CCIDA").

RECITALS

WHEREAS, CCIDA has entered into a certain Agreement of Purchase and Sale dated March 3, 2022 ("Purchase Contract") with Cort Holdings, LLC, a dissolved Wyoming limited liability company with an address of 720 Eagle View Court, Suite R, Mason, Ohio 45040 ("Owner"), to purchase that certain real property containing approximately 7.8 acres of land located in the City of Cortland, County of Cortland, State of New York, being current City Tax Parcel No. 87.37-02-06.000 and commonly known as 43-45-47 Cleveland Street ("Property"); and

WHEREAS, the Purchase Contract provides for CCIDA to have access to the property for the purpose of conducting Clean Up Activity, as that term is defined in the Purchase Contract; and

WHEREAS, the City has agreed to provide certain equipment and services in support of the Cleanup Activity, including trucks and drivers, for the purpose of hauling construction and demolition debris presently on the surface of the Property, which includes asbestos containing material, to a disposal facility approved to handle such waste (collectively "Services"); and

WHEREAS, the City has agreed to hold CCIDA harmless and defend and indemnify CCIDA for any and all claims which may arise out of the City's performance of the Services, all pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and CCIDA hereby agree as follows:

1. **Appointment as Agent.** CCIDA hereby appoints the City has its duly authorized agent to access the Property in accordance with the terms and conditions of the Purchase Contract for the purpose of providing the Services.
2. **Purchase Contract Incorporated.** The City shall abide by all of the terms and conditions of the Purchase Contract related to accessing the Property for the purposes of conducting the Clean Up Activity, including the insurance requirements

therein, as if the City were a party to the Purchase Contract. A copy of the Purchase Contract is attached hereto and made a part hereof as Schedule A.

3. **Management of Clean Up Activity.** CCIDA has retained C&S Engineers, Inc. of Syracuse, New York (C&S") for project management of the Clean Up Activity which project management includes preparation of a Site-Specific Variance petition to the New York State Department of Labor ("NYSDOL"), preparation of contractor and project monitor bidding documents, bidding-phase support, Clean Up Activity support, review and preparation of project closeout documentation and the review and comment on payment requests from contractors and project monitors.

4. **Licensed/Certified Asbestos Contractor and Project Monitor.** In accordance with the expected terms and conditions of the Site-Specific Variance petition from the NYSDOL, a licensed/certified asbestos abatement contractor ("Asbestos Contractor") and an asbestos project monitor ("Project Monitor") shall be on the Property to provide asbestos monitoring services during the Clean Up Activity and to direct the proper off-site disposal of all debris removed from the Property.

5. **Compliance.** The City shall follow and comply with all directions, instructions, policies, guidelines and controls set forth by both C&S, the Asbestos Contractor and the Project Monitor during the Clean Up Activity and while the City is providing the Services.

6. **Indemnity.** The City will indemnify, protect, defend and save CCIDA harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys', consultants' and experts' fees, expenses and disbursements) of any kind or nature which may be incurred by CCIDA related to or arising out of the City's performance of the Services and the City's obligations under this Agreement ("Indemnified Matters"). Upon written notice by CCIDA to City, which notice must identify a claim for an Indemnified Matter, City shall assume the defense of such claim as long as such claim is within the scope of the Indemnified Matters. If City does not give such assurances to CCIDA that it will assume the defense within ten days after receipt of the above written notice, then CCIDA may retain counsel, proceed to defend any such claim and may thereafter settle the claim without further notice to or the consent of City. In such case, the cost of counsel, including the retention of counsel by CCIDA to enforce the terms of this Agreement, together with any disbursements, court costs and settlement amounts described in this paragraph will be the sole responsibility of the City and considered to be part of the Indemnified Matters, but only as long as the claim for which defense is requested is within the scope of the Indemnified Matters.

7. **Entire Agreement/Modifications.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither

this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by a written agreement of such waiver, modification, amendment, discharge or termination executed by the parties and then only to the extent set forth in such instrument.

8. **Applicable Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of New York.

9. **Captions.** The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

10. **Binding Effect.** This Agreement when executed by both parties shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. **No Interpretation Against Drafter.** This Agreement has been entered into at arm's length and between persons sophisticated and knowledgeable in business and real estate matters. Accordingly, any rule of law or legal decision that would require interpretation of this Agreement against the party that has drafted it is not applicable and is irrevocably and unconditionally waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

13. **Attorneys' Fees.** If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by City or CCIDA of its obligations under this Agreement, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom. As used in this paragraph, attorneys' fees shall be deemed to mean "reasonable attorneys' fees" as defined in any statute or rule of court.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement as of the day and year first above written.

CITY OF CORTLAND

**CORTLAND COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By:

Scott Steve, Mayor

By:



Garry VanGorder
Executive Director

Agenda Item # 11

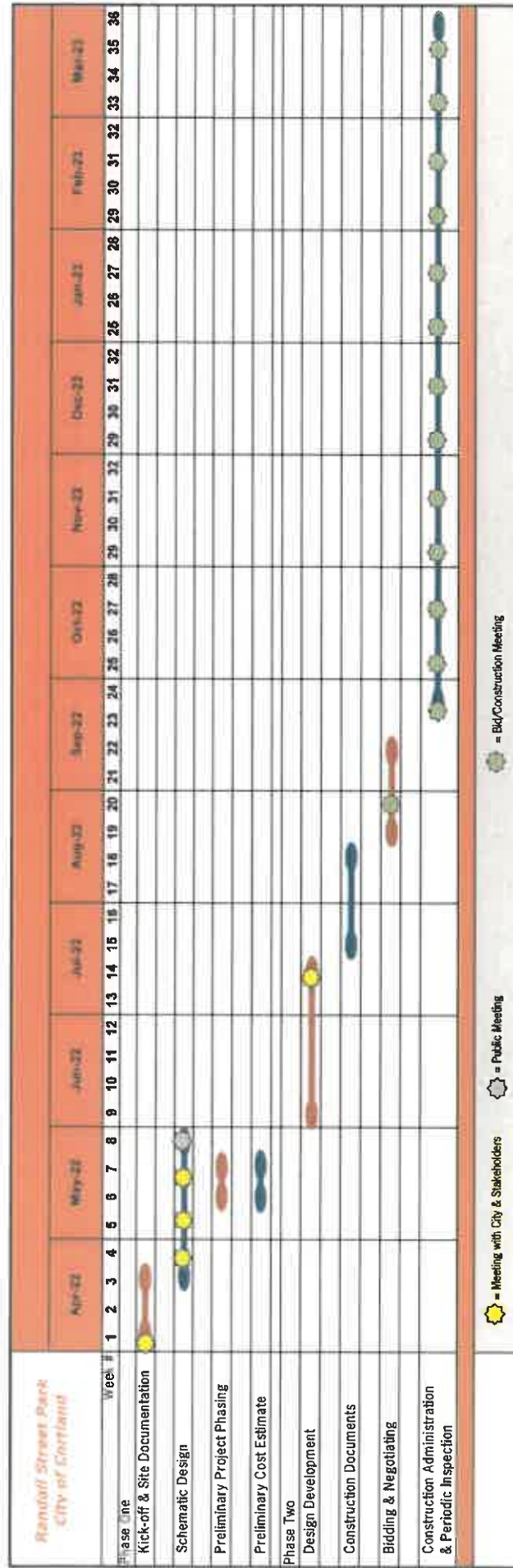
WORK PROGRAM

City of Cortland - Randall Street Park Renovation
SA Project #P220-018

February 9, 2022

	Staff Hourly Rates	<i>Phase One</i>			<i>Phase Two</i>				
		Schematic Design*	Preliminary Project Phasing	Preliminary Projected Cost Estimate	Design Development	Construction Documents	Bidding and Negotiating	Construction Administration and Periodic Inspection	
Saratoga Associates									
Principal-in-Charge: Senior Engineer	\$149.00	30	12	8	4	4	16	30	
Project Manager: Landscape Designer	\$105.00	60	16	24	16	32	20	90	
Junior Landscape Designer	\$75.00	24		40	32	32	4	30	
Landscape Architect	\$115.00	4	2	2	4	4	2	4	
Senior Architect	\$151.00	20		24					
Architect	\$95.00				32	24	8	60	
Folt-Albert Associates (MBE)									
Senior Project Manager	\$338.70					2			
Project Manager	\$184.65	8	1	2	10	8	2	8	
Engineer	\$98.70	12	2	6	20	20	2	2	
CADD Designer	\$100.07	2		2	16	16			
<i>Reimbursible Expenses</i>		\$800		\$300			\$400	\$2,788	
Task Subtotal		\$19,550.19	\$4,058.85	\$11,987.25	\$13,395.69	\$14,488.35	\$8,700.31	\$28,631.23	
* Includes Kick-off and Site Documentation					Not to Exceed Project Total			\$96,790.87	
<i>Expenses billed will include such items as printing, postage, and travel-related costs (car rentals, mileage, meals).</i>									





SCHEDULE

Tentative Project Schedule

Delta has prepared a Tentative Project Schedule based on receiving a contract to begin work by April 2022. It is understood that the City of Cortland wishes to use these documents to solicit for NYS grant funds through the Consolidated Funding Application (CFA) typically due in late July 2022. We anticipate completion of the Schematic Phase with an estimate of probable costs to use with the grant application. Continued production of Design Development and Contract Documents will continue through the remainder of the summer season with the intent to progress into the Bid procurement phase once a grant award is announced (typically in late December). This schedule is realistic and parallels known milestone dates. The following outlines an approximate timeframe for Task deliverables. Target dates below may be subject to revision based on delays beyond the design team's control. These include reasonable comment periods for submissions, funding contracts, weather conditions and bid environment.

Kickoff Meeting	April 2022
Design Survey & Mapping	Apr-May 2022
Site Inventory & Screenings	Apr-May
Schematic Design & Estimate	June-July 2022
Public Mtg. #1	June 2022
Preliminary Design Plans (85%)	Sept 2022
SEORA & Construction Rqmnts	Oct 2022
Final Design Plans (100%)	Jan-Feb 2023
Bidding & Procurement	Mar 2023
Award	May 2022
Construction Support	Summer 2023
Project Closeout	Fall 2023

FEE PROPOSAL

Project Fees

Delta has prepared a breakdown of major tasks and fees associated with these tasks as follows. We are flexible and open to negotiation to assure efforts are provided where priorities are assumed.

1. Project Initiation & Kickoff Meeting	\$4,017
2. Site Inventory & Survey	\$17,303
3. Schematic Design & Costs	\$19,403
4. Public Meetings & Grant Assistance	\$8,772
5. Design Development Documents	\$42,345
6. Final Design Plans	\$8,768
7. Bidding & Construction Support	\$15,893
8. Project Closeout & Playground Cert.	\$3,040
Total Fees & Expenses	\$119,540

Terry Horst.

RFP Hourly Rate Breakdown

Phase 1	Landscape Architect	Designer	Architect
Hourly Rate	50 \$136.50	27 \$56.65	13 \$100.00
	\$6,825.00	\$1,529.55	\$1,300.00
Phase 2	Landscape Architect	Designer	Architect
Hourly Rate	124 \$136.50	96 \$56.65	24 \$100.00
	\$16,926.00	\$5,438.40	\$2,400.00

Phase 1	Engineer	Production	
Hourly Rate	18	14	
	\$150.00	\$68.00	
	\$2,700.00	\$952.00	\$13,306.55
Phase 2	Engineer	Production	
Hourly Rate	74	43	
	\$150.00	\$68.00	
	\$11,100.00	\$2,924.00	\$38,788.40
			Project Total

	PJO (Surveyor)
Phase 1	
Hourly Rate	
Phase 2	
Hourly Rate	
	\$8,250.00
	\$60,344.95

	PJO (Surveyor)

Jeffrey Guida & Lisa Efung-Guida
315-727-9917 c.
JeffGuida@HomesCNY.com

*Agenda
Item 13*

2.11.2022

City of Cortland Mayor's Office
City of Cortland Common Council

Dear Mr. Mayor & Members of the Council:

We wanted to provide a quick introduction in hopes of receiving an official spot on the council meeting agenda. Some of you are aware of our circumstance and already have had multiple conversations with us regarding our property at 72-74 Floral Avenue, but the recount of this information is intended for new members of the council to provide context.

We purchased the property 3 years ago to fix up and use as a rental property. 72-74 Floral Avenue is a side-by-side duplex whereas one side is the exact mirror of the other. This was constructed as a 2-FAM home, indicated on the sale agreement as a 2-FAM home, and classified on the real property tax website as a 2-FAM home. We also have the abstract of title showing that it was built as "72-74 Floral Avenue," proving that it was built as a 2-Fam home. We hired a contractor to fix up the duplex and invested a lot of money into the property. Upon learning that the city now recognizes it as a legal 1-FAM home, we immediately halted renovations.

At this point, a decision had to be made to convert this into a single-family property or to re-sell it and lose time and money. Our family had just started searching for a larger home, so we decided to further explore converting this into a single-family property to live in.

We hired Christine Place (architect) and Charles Feiszli (structural engineer) and spent countless hours working on this possibility. We had to pursue bank financing in order to pay for this costly conversion. In the end, the lender would not lend because the value in converting the property to a single family was not worth the cost in doing so.

The somewhat unique characteristic of this property is that it was built as a 2-FAM home, which separates it from 90% of the other multi-family properties in the city. As a realtor, I've been in hundreds of city homes and have seen less than five that are side-by-side duplex style properties. There are major structural implications to convert a side-by-side duplex into a single-family home that come at a far greater expense than if you were to convert a 2-FAM home back to a 1-FAM home if originally built that way. It's simply not feasible to do so. To provide context with the cost difference, a contractor quoted us \$75K to fix the property in its existing setup as a duplex, and \$175K to convert the property to a single-family home. This seems unreasonable for the city to impose this law on this type of property.

We're not asking that the city grant a variance for us specifically, and we're not asking the city to overturn the current law. What we are seeking is an amendment be made to properties

constructed as 2-FAM homes be exempt from this vacancy law (or whatever instrument is keeping it from its 2-FAM legal status).

We have the support of the ZBA. They voted to draft a letter to the council in support of changing the law (September 2021). We have full support from the neighborhood and have included a petition with signatures (attached). Given more time, I'm sure we could get the signatures of every resident on Floral Avenue as we were only met with support! There are already multi-family properties on Floral Avenue so it wouldn't change the character if not only to improve it. Also, given permission to improve the property as a legal 2-FAM will likely raise the assessment value which in turn will increase the property tax revenue received by the city. There is a housing shortage and especially a shortage on properties to rent in the city. People need homes! We get rental inquiries at my office at Yaman Real Estate every day. Looking at all the vacant properties in this city today is highly alarming and sad. City zoning laws such as this contribute to the many vacant properties, and we implore you to further review our situation.

Quit frankly, we're exhausted from dealing with this property and would love to just fix it up and provide housing for city residents. We obviously don't like the fact that we own this vacant home in disrepair and have lost sleep at night because of it. The whole situation has negatively impacted our family and we need the help of the council to resolve this problem. We feel that this is a very reasonable request with zero negative consequence to the city.

Our intent now is still as it was when we purchased it; to dramatically improve this derelict property which will provide nice housing for the people of Cortland. We hope you see that this is in the best interest of the city. We look forward to a vote on this matter or an official spot on the next meeting agenda. Thank you for your time.

Sincerely,

Jeff Guida & Lisa Efung-Guida



Property Description Report For: 72 Floral Ave, Municipality of City of Cortland



Total Acreage/Size: 65.95 x 141.16
Land Assessment: 2021 - \$12,000
Full Market Value: 2021 - \$52,273
Equalization Rate: 2021 - 92.00%
Deed Book: 2018
Grid East: 925361

Status: Active
Roll Section: Taxable
Swis: 110200
Tax Map ID #: 86.32-04-19.000
Property Class: 220 - 2 Family Res
Site: RES 1
In Ag. District: No
Site Property Class: 220 - 2 Family Res
Zoning Code: 02
Neighborhood Code: 01001
School District: Cortland City
Total Assessment: 2021 - \$46,000
Property Desc:
Deed Page: 7298
Grid North: 949959

Area

Living Area:	2,280 sq. ft.	First Story Area:	1,140 sq. ft.
Second Story Area:	1,140 sq. ft.	Half Story Area:	570 sq. ft.
Additional Story Area:	0 sq. ft.	3/4 Story Area:	0 sq. ft.
Finished Basement:	0 sq. ft.	Number of Stories:	2.5
Finished Rec Room	0 sq. ft.	Finished Area Over Garage	0 sq. ft.

Structure

Building Style:	Duplex	Bathrooms (Full - Half):	2 - 0
Bedrooms:	6	Kitchens:	2
Fireplaces:	0	Basement Type:	Full
Porch Type:	Porch-covered	Porch Area:	154.00
Basement Garage Cap:	0	Attached Garage Cap:	0.00 sq. ft.
Overall Condition:	Poor	Overall Grade:	Average
Year Built:	1910		

Owners

Thousand Years, LLC
 20 East Ave
 Cortland NY 13045

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
11/28/2018	\$47,000	220 - 2 Family Res	Land & Building	Secretary of Veterans Affairs	No	No	No	2018/7298
8/8/2018	\$99,606	220 - 2 Family Res	Land & Building	Munn, Phyllis A	No	No	No	2018/4911
8/10/1998	\$1	220 - 2 Family Res	Land & Building	Cuthbert, Alexander	No	No	No	1998/5377
12/8/1997	\$74,900	220 - 2 Family Res	Land & Building	Lehrfeld, Richard H	Yes	Yes	No	1997/5942

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec	Heat Type:	Hot air
Fuel Type:	Natural Gas	Central Air:	No

Improvements

Structure	Size	Grade	Condition	Year	Replacement Cost
Porch-coverd	7 x 22	Average	Normal	1910	\$6,029

Special Districts for 2021

Description	Units	Percent	Type	Value
TR001-Trash removal	2	0%		0
ST001-Storm Water System	0	0%	T	0

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
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Taxes

Year	Description	Amount
2022	County	\$1,550.37
2021	County	\$1,525.26
2021	School	\$905.47

*** Taxes reflect exemptions, but may not include recent changes in assessment.**

February 9, 2022

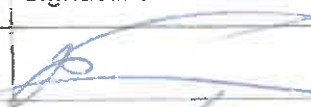








PETITION

TO The City of Cortland Common Council: -

WHEREAS the property located at **72-74 Floral Avenue, Cortland, NY 13045** be deemed a legal 2-Family residence per all city zoning laws.

WE the undersigned petition the City of Cortland Common Council as follows: -

Are in favor of changing the legal status of **72-74 Floral Avenue** to a 2-Family property.

Name (printed)	Address (printed)	Signature
Daniel Wood	70 Floral Ave	
Kelly Wood	70 Floral Ave	
Alicia Suarez	70 Floral Ave	
Michael Lomcaro	80 Floral Ave	
Ch. Stewart	88 Floral Ave	
Betsy Spada	69 Floral Ave.	
Rockwell Breezy	65 Floral Ave.	
Tacy Haurer	64 Floral Ave	
Jenny Feinstein	76 Floral Ave	
Eleanor Phalen	76 1/2 Floral Ave	