



TO: Mayor Steve, Members of the Common Council
FROM: Chief Friedman
DATE: September 14, 2022
RE: Agenda Items for September 20, 2022

1 -Agenda Item: Accept and Recognize Donations to Cortland Fire Department

WHEREAS, donations have been given to the Cortland Fire Department; AND

WHEREAS, the Common Council must accept and allocate such funds; AND

WHEREAS, the Mayor, Common Council and Cortland Fire Department wish to publicly recognize these donations and the generosity of the donors; NOW, THEREFORE, BE IT

RESOLVED, that the Common Council accepts the donations listed below, and appropriates funds to the Cortland Fire Department Donation Account earmarked for AED replacement:

Friendly Activity Association	\$250.00	TE-00-2044
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(Friendship House, 13 Leon Ave)

Supporting information:

This is a donation from the residents at the Friendship House at 13 Leon Avenue. Any general donations for the Fire Department are transferred into a donation account established for the replacement of Automatic External Defibrillator (AED)'s.

2-Agenda Item: Emergency Repair of Front Apron of Fire Department Headquarters Station

WHEREAS, The City of Cortland has housed apparatus and personnel at its Headquarters Fire Station on Court Street since 1914 with continuous operation for over 100 years; and,

WHEREAS, Routine maintenance and upkeep has occurred over this time with other significant

investments by the City to keep the building functional and safe not only for the firefighters but also the visitors that frequently enter the building; and,

WHEREAS, Foundation concerns specific to the front apron area of the apparatus bays have caused unforeseen damage that pose a potential danger to apparatus and personnel if not remedied; and,

WHEREAS, evaluation and inspection of the foundation has indicated that repair is limited to certain processes due to the design and extent of damage, NOW, THEREFORE BE IT

RESOLVED, that The City of Cortland Common Council authorizes the Mayor to enter into an agreement with Midstate Basement Authorities for repairs to the front apron of headquarters for the total amount of \$4,320.00 with funding coming from Fire Department Budget Line *A3410-540500*. This line will be reimbursed from Contingency Account # *A1325-41120*.

Supporting information:

The front apron of the station is a concrete slab that has deteriorated and been repaired over time. Unfortunately, apparatus driving over it every day is allowing movement which in turn is cracking seals at the joints. These joints allow water to run down the foundation into the basement. This has deteriorated the wall and if not repaired will allow the supports to drop into the basement. The proposed foam concrete repair will level the concrete pads and reinforce them. Foam and sealant will also be placed in the seams to stop the water infiltration. This will also eliminate trip hazards on the sidewalk area.

3- Agenda Item: Repair of floor at Armory

WHEREAS, The City of Cortland Fire Department utilizes the former City owned NYS Armory building on Wheeler Avenue for storage, training, and meetings of the volunteers and Fire Commission, AND

WHEREAS, The Volunteer Firefighters contingent has invested time and financial resources into completely rehabilitating what is commonly known as the “Volunteer Meeting Room”, to promote a positive environment for meeting and display as well as for the public meetings of the monthly Fire Commission, AND

WHEREAS, The concrete flooring has been lifting over many years and has now progressed to a point of a trip hazard which is a safety concern, AND

WHEREAS, Investigation into a repair to the floor that is fiscally responsible for the age of the building and use and also eliminates the safety concern has occurred and resulted in a favorable resolve, NOW THEREFORE BE IT

RESOLVED, The City of Cortland Common Council authorizes the Mayor to enter into an agreement with Midstate Basement Authorities for repairs to the Volunteer Firefighter’s Meeting Room Floor for the total amount of \$528.75 with funding coming from Fire Department Budget Line #*A3410-540500*. This line will be reimbursed from Contingency Account #*A1325-41120*.

Supporting information:

The floor has elevated to a point where it is a trip hazard. As this room is used not only for Volunteer Meetings and trainings but also Public Meetings it needs repair. The floor will be ground down and leveled.

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

49-55
1031

2470890
9/7/2022

Official Check

REMITTER
FRIENDLY ACTIVITY ASSOCIATION

DATE

PAY TO THE ORDER OF
*** CORTLAND FIRE DEPARTMENT ***
\$ 250.00

Two Hundred Fifty Dollars and No Cents
DOLLARS

Penny Parker MP

Phyllis Gunn MP

Two Signatures Required for Amounts Over \$100,000.00



DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: BOKE, NA, EUFAULA, OK

⑈ 2470890⑈ ⑆ 1031005100150010428012⑈

To AEO DONATION ACCOUNT

TE-2044



Prepared for:

**Cortland Fire Department
Dustin Contri
21 Court St
Cortland, NY 13045**

(607) 745-1016 | dustin.contri@cortlandfire.org



Evaluated on:

Friday, September 9, 2022

Evaluated By:

Shawn Hodgson

(607) 280-3185 | shawnhodgson@midstatebasement.com

**Midstate Basement Authorities
1143 Elmira Rd
Newfield, NY 14867
New York (607) 387-4825
www.midstatebasement.com**

Scope of Work

Midstate Basement Authorities has performed a foundation evaluation of your home and has observed damage that requires repair in order to preserve the structural integrity of your home. The damage observed may have been caused by multiple sources that will need to be addressed. Midstate Basement Authorities approaches these repairs using a comprehensive solution that addresses the source of the problems and also the symptoms they have caused. This approach provides a quality repair that lasts much longer than addressing only portions of the issues your home is experiencing.

Below, we have included a detailed explanation of how we will address your foundation issues and the associated costs.

Concrete Entry Lifting

Concrete Lifting

Item

Commercial Concrete Leveling and Lifting

- Concrete will be drilled as needed to allow for poly-foam injection in affected areas.
- All projects that do not achieve the desired goal as set forth will be billed at the current amount of foam usage at \$12 per pound.
- Affected areas are shown in diagram/ pictures below.
- 3lb structural lifting foam will be injected under concrete to lift and stabilize concrete. NOTE: Lifting concrete to perfectly level or original elevation is not guaranteed.
- Contractor is not responsible for any cosmetic damage caused by concrete lifting.
- All drilled holes will be patched. -All debris will be cleaned up and hauled away.

Notes

Concrete driveway entry pads will be lifted with an attempt to eliminate all currently present tripping hazards that exist.

Costs

Section: Concrete Entry Lifting

Description	Quantity	Cost
Commercial Concrete Leveling and Lifting ¹	270.00	\$4,320.00
Total Cost:		\$4,320.00

¹ -Proposed price includes foam quantities as listed above. If unknown voids are encountered and foam usage exceeds amount above, additional foam will be billed at the rate of \$12/ pound.

-Any customer possessions, shelving, or utilities not removed from work area prior to commencement of work will be removed by contractor and will result in a time and materials charge at the rate of \$75/ hour.

Total: \$4,320.00

Payment Terms

One-Time Payment	<i>Due after project completion</i>	\$4,320.00
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Terms & Conditions

Disclaimers

- Customer possessions to be removed from work area or moved into center of basement and protected, by owner.
- Shelving, utilities, and any other customer possessions blocking access to perimeter walls in affected areas to be removed by owner prior to commencement of work.
- Air movers and dust collectors will be utilized to minimize dust and disturbance but it is important to note that proposed work can cause noticeable dust and disturbance to surrounding areas.

Warranties

Midstate Basement Authorities Inc. Warrants.

That this system is installed to prevent groundwater from entering the basement premises. Contractor will provide all necessary below surface materials and in addition, if necessary, a sump pump, sump pump basket and cover, and piping to outside.

Workmanship: Contractor will perform all work in accordance with industry standards. Contractor will use materials that are of suitable quality for the work performed. Contractor will leave the work area upon completion free from debris.

Limited Warranty: Contractor, except as provided below, expressly warrants that the drain tile system installed by contractor will prevent groundwater from entering the basement of the premises for the lifetime of the existing structure at this address. This lifetime warranty shall be transferable to successive owners without the consent of the contractors. This limited warranty does not include water entering the basement or damages as a result of:

- (1) Acts of God
- (2) Window Leakages
- (3) Plumbing or Appliance Malfunctions
- (4) Sump Pump Malfunctions One (1) year after completion
- (5) Excessive Humidity
- (6) Power Outages
- (7) Water From Areas Not Drained
- (8) Pipe Sweating
- (9) Lack of vapor barrier added directly to the wall before finished wall.
- (10) Portions of existing tile systems installed by other contractors, into which we are connecting.
- (11) Presence of iron bacteria growing in the system. (Warranty for 1 year from) Install completion.
- (12) Areas where safe edge could not be installed
- (13) Temperatures not maintained above freezing
- (14) Additions or alterations that increases the water flow towards our drain tile system

Liability for Damaged to Basement and Property: Contractor shall not be liable for any damages as a result of work performed to improvements in the basement; specifically but not limited to, sheet rock, flooring, paneling, painting, window treatment, electrical services, and any other like improvements or to personal property stored in the basement, or for personal injury. Contractor's only liability shall be to repair the installed system. Contractor is not responsible for damages to any lines under the floor that are hit.

Responsibility of Owner: Owner shall fully inform contractor prior to commencement of work of all hazards in or on the work area.

Owner shall not allow persons, pets, or property to be located or present in the work area during the performance by the

contractor.

ADDENDUM

1. Owner is responsible for periodic operation check of sump pump. A) is it plugged in? B) Float check. C) Exterior discharge pipe clear?
2. Midstate Basement Authorities Inc. is not responsible for damage if flexible exterior hose (black corrugated) is used during freezing weather. (Oct.-May) It freezes shut and burns out pump. (use ridged pipe only)

Contract

Midstate Basement Authorities proposes and/or agrees to perform the scope of work outlined in estimate and diagram attached. All work will be performed in a professional manner. The area of repair will be returned as close to original condition as possible. Midstate Basement Authorities will back fill and compact all removed dirt or stone and replace concrete, Midstate Basement Authorities, found necessary to remove as long as stated in estimate.

Midstate Basement Authorities will provide equipment, labor, and materials to perform the work outlined in the attached estimate. Midstate Basement Authorities will use due diligence in these matters and will use quality materials that are designed for the specific use they are intended for. Workers will be overseen by a foreman or operations manager throughout the project, and will be instructed to use care in both their actions and comments while on the property. Midstate Basement Authorities and its crews will take precautions to protect floors, walls, and objects during the project scope and will take measure to prevent or minimize creation of dust; however, the customer acknowledges that dust and debris are expected consequences of the work. At the completion of the work, the project area will be cleaned, and debris removed to the best of our abilities and within good reason.

Midstate Basement Authorities will exert due diligence in keeping with the agreed upon start and completion times; however, Midstate Basement Authorities will not be held liable for deviations in the start and completion times of this project for any reason, including but not limited to: changes caused by weather, project changes, equipment failure, and/or product accessibility.

Midstate Basement Authorities is responsible for contacting line locate companies for work performed outside and may be responsible for repairs related to damage of accurately marked lines. Property owner is responsible for non-located and private utility lines which may include, sewer/septic, water main, sprinkler system, cable/phone/data electric and gas. Every effort will be made to avoid such incident. Your help in identifying these areas will be appreciated.

Midstate Basement Authorities shall not be held liable for damage to wall coverings (interior or exterior), floor coverings, doors, windows, or material objects in structure. Moving or lifting of foundation walls, interior walls, wing walls, porch walls, or any footings will affect the structure that rests upon them. Midstate Basement Authorities cannot know how the above structure will react and offers no guarantee to the condition of these things prior to or after repairs have been made. Midstate Basement Authorities, and their crews, are not liable to make repairs to any doors, windows, wall coverings, floor coverings, or material objects in the structure.

Customer agrees to move personal items, furniture or other objects outside of the work area, or as necessary, prior to this project start date to allow for efficient completion of the work and to prevent damage of valuables. Midstate Basement Authorities, will attempt to advise customer of any such items or objects which should be moved during the quote for service. Midstate Basement Authorities shall not be held liable for damage to property in or around the dwelling that must be moved from the project area. Midstate Basement Authorities, and its crews, are not professional movers and do not give any guarantee to the conditions of objects or property. Midstate Basement Authorities, and its crews, are not responsible to replace any property moved from the project area back to its original locations or rooms. Any items so noted which is not moved, the customer agrees to pay an extra charge to have items moved at the rate of 75\$ per man hour expended, and waivers liability against Midstate Basement Authorities, Inc. for any damage incurred to any such items or object.

Landscape materials that must be moved from the project area will not be put back unless stated in writing and attached to this contract in some form. Grass, shrubs, trees or plants of any kind in the trenched or excavated areas cannot always be saved. While Midstate Basement Authorities, and its crews, will take as much care as possible, there will be no guarantee to the condition of the above mentioned items before, during, or after the project. Areas excavated and/or backfilled using a machine will create damage to grass and require a larger diameter of hole to be dug. Midstate Basement Authorities, and its crews, are not liable for damaged grass or landscaping.

Concrete floors that have settled with the foundation, will have no guarantees to the condition of the slab, prior to or after

foundation repairs are made. In many cases lifting the footing will damage concrete floors.

Midstate Basement Authorities will not be held liable for water that enters the structure unless expressed in writing on the estimate and warranty certificate. Warranties for water intrusion are specific to the repaired areas only. Basements do or will leak, especially in flooding conditions. Midstate Basement Authorities is not responsible for water damage under any circumstance.

LIMITED WARRANTY

The work to be performed under this agreement is guaranteed against all defects in materials and workmanship. Specific warranties that go above and beyond defects in materials and workmanship may vary depending on the repair provided and will be documented on a warranty certificate. This warranty is transferable in its entirety to subsequent property owners, provided that an assignment is properly executed. If any vertical settlement where wall reinforcement system is located, horizontal movement where piers were installed in ground, or similar man-made conditions, including, but not limited to, explosions, improper drainage, or abandonment of building, then Midstate Basement Authorities will, at no cost or expense to property owner, correct any defect in workmanship or materials that may have occurred in order to stabilize such areas. Changes to the foundation, which are not directly related to the work performed, are not included in this warranty.

PAYMENT TERMS

No work shall begin without required payments and will void any contract and warranties between the Property Owner and Midstate Basement Authorities. Payments cannot be withheld due to non-completion of any other contractor's work, other contractor's non-compliance regarding code, license, permits, and paperwork or changes in the acceptance of insurance certificates, liability amounts, or lack of, by any other party. Commercial concrete Leveling and Lifting will have a net 30 terms for payments.

In the unlikely event of a disagreement or lawsuit arising from this agreement both Midstate Basement Authorities and the Property Owner agree to settle dispute outside of court or by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance to this agreement.

Note: Midstate Basement Authorities may withdraw this proposal if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Midstate Basement Authorities is authorized to do the work as specified. Payment will be made as outlined above.

By signing any forms or agreements provided to you by Midstate Basement Authorities, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Signature: Date: Time:

Photos

Concrete Entry Lifting

Concrete Lifting







Prepared for:

**Cortland Fire Department
Dustin Contri
25 Wheeler Ave
Cortland, NY 13045**

(607) 745-1016 | dustin.contri@cortlandfire.org



Evaluated on:

Friday, September 9, 2022

Evaluated By:

Georgia Lockwood

(607) 307-1042 | georgial@midstatebasement.com

**Midstate Basement Authorities
1143 Elmira Rd
Newfield, NY 14867
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Concrete Floor Grinding

Custom/Structural

Product	Quantity
Custom	47
<i>Custom</i>	

Scope of Work

Concrete floor in the armory will be ground with an attempt to create a flush surface between the 2 sections of concrete.

Costs

Section: Concrete Floor Grinding

Description	Quantity	Cost
Custom	47.00	\$528.75
Total Cost:		\$528.75
		Total: \$528.75

Payment Terms

One-Time Payment	<i>Due after project completion</i>	\$528.75
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PAYMENT TERMS

No work shall begin without required payments and will void any contract and warranties between the Property Owner and Midstate Basement Authorities. Payments cannot be withheld due to non-completion of any other contractor's work, other contractor's non-compliance regarding code, license, permits, and paperwork or changes in the acceptance of insurance certificates, liability amounts, or lack of, by any other party. Projects not paid in full day of completion will accrue a 3% late fee until the entire amount, including late fees, is paid. Non-payment will result in voided warranties. All balances over 30 days will be charged a monthly finance charge of 1.33% or 16% annually. 20% at signing, 80% due upon completion.

In the unlikely event of a disagreement or lawsuit arising from this agreement both Midstate Basement Authorities and the Property Owner agree to settle dispute outside of court or by mandatory and binding arbitration pursuant to the arbitration laws in this state and in accordance to this agreement.

Note: Midstate Basement Authorities may withdraw this proposal if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Midstate Basement Authorities is authorized to do the work as specified. Payment will be made as outlined above.

By signing any forms or agreements provided to you by Midstate Basement Authorities, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Signature: Date: Time:

Photos

Concrete Floor Grinding

Custom/Structural



