



**Cortland County
Legislature
Legislative Session
~ Minutes ~**

Legislative Chambers
60 Central Ave.
Cortland, NY 13045
www.cortlandcountyny.gov

Thursday, June 25, 2026

6:00 PM

Legislative Chambers

Public Hearings

1. **Local Law "F" of 2026 - A Local Law to Repeal and Rescind Local Law No. 7 of 2002, Local Law 3 of 2003 and Local Law No. 5 of 2018, and to Establish a Revised Office of the County Administrator for the County of Cortland**

RESULT:	CLOSED (16 TO 0)
MOVER:	Legislator Joseph Nauseef
SECONDER:	Legislator Jason Prentice
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

2. **Local Law "G" of 2026 - A Local Law Providing that the County of Cortland Shall Become the Tax Collection Agency for the Purposes of Collecting Taxes and Special Assessments by Partial Payments for Real Property Located within the City of Cortland**

RESULT:	CLOSED (16 TO 0)
MOVER:	Legislator Joseph Nauseef
SECONDER:	Minority Leader Sandra Price
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

3. **Tompkins Cortland Community College's 2026-2027 Operating Budget**

RESULT:	CLOSED (16 TO 0)
MOVER:	Legislator Joseph Nauseef
SECONDER:	Legislator Jason Prentice
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

Call to Order

Salute to the Flag

Roll Call

PRESENT:	Legislator Douglas Bentley, Legislator Beau Harbin, Legislator Cathy Bischoff, Legislator Ronald VanDee, Legislator Jason Prentice, Legislator Dominick Mantella, Legislator Keith VanGorder, Chair of the Legislature Kevin Fitch, Legislator Linda Jones, Legislator Reed Cleland, Legislator Christopher Newell, Legislator Joseph Nauseef, Minority Leader Sandra Price, Legislator William McGovern, Legislator Paul Heider, Legislator Mitchel Eccleston
ABSENT:	
EXCUSED:	Legislator Eugene Waldbauer

Approval of Minutes

1. **Cortland County Legislature - Legislative Session - May 28, 2026**

RESULT:	APPROVED
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Privilege of the Floor

Proclamations & Recognitions

1. **Proclaiming June 2026 as Pride Month in Cortland County**

RESULT:	COMPLETED
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2. **Honoring the Retirement of Kristen Monroe, Commissioner of Social Services**

RESULT:	COMPLETED
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Presentation of Petitions, Communications, Presentations and Notices

1. 2026 Cortland County State of the County

RESULT:	RECEIVE & FILE (16 TO 0)
MOVER:	Minority Leader Sandra Price
SECONDER:	Legislator Ronald VanDee
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

2. Believe 31 Presentation

RESULT:	COMPLETED
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3. Tompkins Cortland Community College Budget Presentation

RESULT:	COMPLETED
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Reports of Standing, Special and Ad Hoc Committees

Receive and File

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

AGENDA ITEM NO. 15

Appoint Member to the Tompkins Cortland Community College Board of Trustees

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Cathy Bischoff
SECONDER:	Minority Leader Sandra Price
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed

	Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF CATHY BISCHOFF

RESOLUTION NO. 123-26

Appoint Member to the Tompkins Cortland Community College Board of Trustees

WHEREAS, Matthew McSherry of 3693 Katie Lane, Cortland, New York, was appointed to the Tompkins Cortland Community College Board of Trustees pursuant to Resolution No.10-20; AND

WHEREAS, the term of Matthew McSherry expires June 30, 2026, and he has expressed his interest in continued service on the Board of Trustees; NOW THEREFORE BE IT

RESOLVED, that Matthew McSherry, be and hereby is reappointed to the Tompkins Cortland Community College Board of Trustees for a seven (7) year term ending on June 30, 2033.

AGENDA ITEM NO. 16

Adopt 2026-2027 Tompkins Cortland Community College Operating Budget

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Cathy Bischoff
SECONDER:	Legislator Linda Jones
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF CATHY BISCHOFF

RESOLUTION NO. 124-26

Adopt 2026-2027 Tompkins Cortland Community College Operating Budget

WHEREAS, the Board of Trustees of Tompkins Cortland Community College has presented to this Legislature an Operating Budget for the college fiscal year September 1, 2026 through August 31, 2027; AND

WHEREAS, a public hearing on said budget has been held on June 25, 2026, and heard all persons wishing to speak on this topic, pursuant to notice duly published; NOW THEREFORE BE IT

RESOLVED, that said operating budget in the amount of \$34,546,321 be and hereby is approved and adopted; AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature include in the Cortland County Budget for the year 2027 an amount determined pursuant to a plan for said college per adopted Resolution No. 129 for the year 1966, as amended by Resolution No. 128 and 131 for the year 1971, totaling approximately \$1,948,270 as Cortland County's share of the total Sponsoring Community Contribution of \$5,127,025, to be paid in four equal payments from account A24955.54780 after January 1, 2027; AND BE IT FURTHER

RESOLVED, that this resolution shall become effective upon adoption of a concurrent resolution by the Tompkins County Legislature.

AGENDA ITEM NO. 1

A Resolution Authorizing the Relocation of Veterans' Monuments from the Former VFW Site on Main Street in the City of Cortland to Memorial Park in Courthouse Park - Department of Public Works

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Paul Heider
SECONDER:	Legislator Dominick Mantella
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF PAUL HEIDER

RESOLUTION NO. 125-26

A Resolution Authorizing the Relocation of Veterans' Monuments from the Former VFW Site on Main Street in the City of Cortland to Memorial Park in Courthouse Park - Department of Public Works

WHEREAS, certain veterans' monuments are presently located in front of the former Veterans of Foreign Wars (VFW) facility on Main Street in the City of Cortland; AND

WHEREAS, the former VFW facility has been acquired by DM3 of Cortland, LLC, who has authorized the relocation of said monuments to County and City properties within Courthouse Park; AND

WHEREAS, VFW Post No. 2354 has voted in favor of relocating the monuments to County and City properties within Courthouse Park; AND

WHEREAS, the preservation, protection, and respectful display of monuments honoring the service and sacrifice of United States veterans is a matter of significant public interest; AND

WHEREAS, the County of Cortland maintains a designated Memorial Park area within Courthouse Park suitable for the placement and long-term care of such monuments; AND

WHEREAS, the relocation of these monuments to the County's portion of the Memorial Park in Courthouse

Park will ensure their continued accessibility, visibility, and proper maintenance; AND

WHEREAS, additional coordination is required with the City of Cortland regarding the placement or relocation of other monuments to the City's portion of Courthouse Park; AND

WHEREAS, the Cortland County Department of Public Works possesses the expertise, equipment, and personnel necessary to assist in the safe removal, transportation, and installation of said monuments; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the relocation of veterans' monument(s) from the former VFW site on Main Street to the County's portion of the Memorial Park in Courthouse Park; AND BE IT FURTHER

RESOLVED, that the Cortland County Department of Public Works is hereby authorized to assist with the removal of said monument(s) from their current location, the transportation thereof, and the installation within the County's portion of the Memorial Park in Courthouse Park; AND BE IT FURTHER

RESOLVED, that the Cortland County Department of Public Works is further authorized to assist, as appropriate, with the movement and placement of additional monuments onto the City of Cortland's portion of Courthouse Park, subject to approval by the City of Cortland; AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized to execute any and all agreements, permits, licenses, or other documents necessary to effectuate the intent of this resolution, including agreements with the City of Cortland, DM3 of Cortland, LLC, and any relevant organizations.

AGENDA ITEM NO. 2

**Abolish One Senior Dispatcher Position/Create One
Dispatcher Position - Department of Emergency Response
and Communications**

RESULT:	ADOPTED (16 TO 0)
MOVER:	Minority Leader Sandra Price
SECONDER:	Legislator Joseph Nauseef
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF SANDRA PRICE

RESOLUTION NO. 126-26

**Abolish One Senior Dispatcher Position/Create One Dispatcher Position - Department of Emergency
Response and Communications**

WHEREAS, the needs of the agency will be better served by abolishing and creating several positions in the Emergency Response & Communications Department; AND

WHEREAS, the Judiciary and Public Safety Committee recommends the abolition of one (1) Senior Dispatcher (Step 4, Grade 8, \$30.6093 - \$43.6210/hr, competitive class); AND

WHEREAS, the Judiciary and Public Safety Committee recommends the creation of one (1) Dispatcher (Step 1, Grade 6, \$28.5007 - 41.3455/hr, competitive class); NOW THEREFORE BE IT

RESOLVED, that one (1) full-time position of Senior Dispatcher (Step 4, Grade 8, \$30.6093 - \$43.6210/hr, competitive class) be abolished effective August 14, 2026 at midnight; AND BE IT FURTHER

RESOLVED, that one (1) full-time position of Dispatcher (Step 1, Grade 6, \$28.5007 - 41.3455/hr, competitive class) be and hereby is created with approval to fill effective August 15, 2026.

AGENDA ITEM NO. 3

Authorize Agreement with Alcohol Monitoring Systems, Inc. d/b/a SCRAM Systems for Electronic Monitoring - Probation Department

Ms. Price MADE A MOTION TO AMEND the resolution to change the account number to A.31405.54800; Mr. Harbin SECONDED THE MOTION, and upon unanimous voice vote of members present; MOTION CARRIED.

RESULT:	ADOPTED AS AMENDED (16 TO 0)
MOVER:	Minority Leader Sandra Price
SECONDER:	Legislator Joseph Nauseef
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF SANDRA PRICE

RESOLUTION NO. 127-26

Authorize Agreement with Alcohol Monitoring Systems, Inc. d/b/a SCRAM Systems for Electronic Monitoring - Probation Department

WHEREAS, Cortland County Probation seeks to enter into an agreement with Alcohol Monitoring Systems, Inc., d/b/a SCRAM Systems, for the provision of electronic monitoring equipment, software, and related services for probation clients; AND

WHEREAS, the proposed agreement includes services and equipment for passive electronic home confinement, GPS monitoring, remote alcohol monitoring, and related monitoring support services for Alternatives to Incarceration clients; AND

WHEREAS, the agreement also includes related PharmChek Drug Patch products and services, as needed, for drug testing and monitoring purposes; AND

WHEREAS, the initial term of the agreement is thirty-six (36) months commencing upon execution of the agreement; AND

WHEREAS, the cost of services and equipment will vary based upon usage, equipment type, monitoring services, and applicable pricing schedules set forth in the agreement; AND

WHEREAS, said services will be paid from Alternatives to Incarceration grant funds from the New York State Division of Criminal Justice Services, through funding account A.31405.54800; AND

WHEREAS, the equipment and services are offered at state contract/NASPO pricing rates; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the County Administrator, upon review and approval of the County Attorney or designee and subject to appropriation by the Cortland County Legislature, to enter into a thirty-six (36) month agreement with Alcohol Monitoring Systems, Inc., d/b/a SCRAM Systems, for electronic home confinement, GPS monitoring, remote alcohol monitoring, PharmChek Drug Patch products, and related services; AND BE IT FURTHER

RESOLVED, that expenditures under this agreement shall be made from account A.31405.54800, subject to the availability of appropriated funds and applicable grant funding; AND BE IT FURTHER

RESOLVED, that this Resolution shall take effect immediately.

AGENDA ITEM NO. 4

**Establishing an Economic Development Reserve for
Cortland County**

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator William McGovern
SECONDER:	Legislator Beau Harbin
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF WILLIAM MCGOVERN

RESOLUTION NO. 128-26

Establishing an Economic Development Reserve for Cortland County

WHEREAS, Cortland County recognizes that economic development is important to strengthening the local economy, encouraging investment, and supporting the long-term fiscal stability of the County; AND

WHEREAS, the County Legislature desires to establish a reserve to support future economic development purposes that serve a lawful County interest; AND

WHEREAS, the use and administration of the reserve should be governed by a formal County policy; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the establishment of a reserve to be known as the Cortland County Economic Development Reserve - A.386300.ED, to be used for lawful County purposes that support economic development and growth, business attraction or retention, and strategic investments that advance the County’s economic development objectives; AND BE IT FURTHER

RESOLVED, that the Director of Finance is authorized and directed to establish the reserve in the appropriate manner consistent with applicable law, accounting requirements, and County financial practices; AND BE IT FURTHER

RESOLVED, that the initial funding of the Economic Development Reserve, together with any future expenditures, appropriations, transfers, or additional deposits to or from said Reserve, shall be subject to separate resolution of the Cortland County Legislature.

AGENDA ITEM NO. 5 **Authorize Allocation of Scott Road Solar Host Community Agreement Revenue to the Economic Development Reserve**

Mr. McGovern MADE A MOTION TO AMEND the resolution to replace the language of the resolution with substitute language as presented, Mr. VanDee SECONDED THE MOTION TO AMEND, and upon voice vote of members present; MOTION CARRIED. Mr. Cleland VOTED NO to the amendment.

RESULT:	ADOPTED AS AMENDED (16 TO 0)
MOVER:	Legislator William McGovern
SECONDER:	Legislator Ronald VanDee
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF WILLIAM MCGOVERN

RESOLUTION NO. 129-26

Directing Host Community Agreement Revenues to the Cortland County Economic Development Reserve

WHEREAS, the Cortland County Legislature has established the Cortland County Economic Development Reserve (A.386300.ED) to support lawful County purposes that support economic growth, business attraction or

retention, and strategic investments that advance the County’s economic development objectives; AND

WHEREAS, Cortland County anticipates the receipt of revenue pursuant to a Host Community Agreement(s);
AND

WHEREAS, Host Community Agreement revenues may provide a source of funding for future economic development purposes that serve a lawful County interest; AND

WHEREAS, the Cortland County Legislature desires to direct such revenues to the Cortland County Economic Development Reserve; NOW THEREFORE BE IT

RESOLVED, that all revenues received by Cortland County throughout the current fiscal year pursuant to Host Community Agreement(s) are hereby directed to be deposited, transferred, or otherwise assigned to the Cortland County Economic Development Reserve (A.386300.ED), consistent with County financial practices; AND BE IT FURTHER

RESOLVED, that all future revenues received by Cortland County pursuant to any Host Community Agreement shall be deposited, transferred, or otherwise assigned to the Cortland County Economic Development Reserve (A.386300.ED), unless the Cortland County Legislature directs a different use or disposition by separate resolution; AND BE IT FURTHER

RESOLVED, that the Director of Finance is authorized and directed to make any necessary budgetary, accounting, or administrative entries to effectuate this resolution.

AGENDA ITEM NO. 6

Appoint Members to the Cortland County Planning Board

Mr. McGovern MADE A MOTION TO AMEND the resolution to add Kristopher Bradt of 165 Central Ave., Cortland to the people to list of people being appointed to the Cortland County Planning Board, Mr. Heider SECONDED THE MOTION TO AMEND, and upon unanimous voice vote of members present; MOTION CARRIED.

RESULT:	ADOPTED AS AMENDED (16 TO 0)
MOVER:	Legislator William McGovern
SECONDER:	Minority Leader Sandra Price
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF WILLIAM MCGOVERN

RESOLUTION NO. 130-26

Appoint Members to the Cortland County Planning Board

WHEREAS, due to the terms of the Municipality representatives expiring on June 30th, 2026, there will be vacancies on the Cortland County Planning Board; AND

WHEREAS, applications were received and reviewed for the upcoming vacant positions on the Cortland County Planning Board; AND

WHEREAS, Article III of the Cortland County Planning Board by-laws state vacancies shall be filled by appointment by the Legislature in accordance with Section 1 of Article III of said by-laws; NOW THEREFORE BE IT

RESOLVED, that the following be and hereby are appointed to the Cortland County Planning Board for the terms as provided below:

Name	Address	Municipality	Term Expiration
N. Qwynne Lackey	804 Lamont Circle, Cortland, NY	Town of Cortlandville	6/30/2030
Kim Cameron	7565 Old Woods Road, Tully, NY	Town of Preble	6/30/2030
Paul Slowey	2649 Clute Rd, Cortland, NY	Town of Virgil	6/30/2030
Kristopher Bradt	165 Central Ave., Cortland, NY	City of Cortland	6/30/2030

AGENDA ITEM NO. 7

**Resolution Urging Governor Hochul to Sign the
Responsible Data Center Development Center Act
(A.11560/S.10642)**

Mr. Harbin MADE A MOTION TO SUSPEND THE RULES OF ORDER to entertain a resolution not previously on the agenda, Mr. Cleland SECONDED THE MOTION TO SUSPEND THE RULES OF ORDER, and upon unanimous voice vote of members present; MOTION CARRIED.

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator William McGovern
SECONDER:	Legislator Paul Heider
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

**Resolution Urging Governor Hochul to Sign the Responsible Data Center Development Center Act
(A.11560/S.10642)**

WHEREAS, the Cortland County Legislature recognizes the importance of technological innovation, economic development, while also recognizing the responsibility of government to protect residents, communities, infrastructure, natural resources, and the public interest; AND

WHEREAS, the rapid growth of artificial intelligence, cloud computing, cryptocurrency operations, and other digital technologies has resulted in increased demand for large-scale data center development throughout New York State; AND

WHEREAS, large-scale data centers can consume significant quantities of electricity and water resources, placing additional demands on local infrastructure, electric transmission systems, and utility ratepayers; AND

WHEREAS, Cortland County residents and businesses depend upon affordable and reliable electric service, and the County has an interest in ensuring that future development does not adversely affect utility costs, electrical grid reliability, or the availability of infrastructure needed for existing residents and employers; AND

WHEREAS, New York State has established ambitious climate and clean energy goals through the Climate Leadership and Community Protection Act (CLCPA), requiring careful consideration of the cumulative impacts of energy-intensive facilities on the State's ability to achieve its environmental objectives; AND

WHEREAS, the Cortland County Legislature shares concerns regarding the potential impacts of large-scale data centers on electrical grid reliability, utility rates, energy affordability, water resources, land use, greenhouse gas emissions, environmental sustainability, and the character and quality of life of local communities; AND

WHEREAS, the New York State Legislature has passed the Responsible Data Center Development Act (A11560/S10642), which would establish a one-year moratorium on the permitting, approval, and construction of certain large-scale data centers while the State conducts a comprehensive assessment of their environmental, energy, economic, and infrastructure impacts; AND

WHEREAS, the Responsible Data Center Development Act is intended to provide New York State with the opportunity to thoroughly evaluate the potential environmental, economic, infrastructure, and community impacts of large-scale data centers before additional facilities are approved; AND

WHEREAS, the Cortland County Legislature believes that the potential impacts of large-scale data center development have not yet been sufficiently studied and that additional review is warranted before further expansion occurs within New York State; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby urges Governor Kathy Hochul to sign the Responsible Data Center Development Act (A11560/S10642) into law; AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature supports a comprehensive statewide assessment of the environmental, economic, infrastructure, energy, water, public health, and community impacts associated with large-scale data center development during the period of the moratorium established by the Act; AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature remains concerned about the potential impacts of large-scale data center development on local infrastructure, energy affordability, electrical grid reliability, water resources, environmental sustainability, and quality of life for residents, and therefore supports a temporary moratorium to allow for a thorough statewide evaluation of these impacts before additional facilities are approved; AND BE IT FURTHER

RESOLVED, that the Clerk of the Cortland County Legislature is hereby directed to transmit certified copies of this Resolution to Governor Kathy Hochul, the New York State Association of Counties (NYSAC), Senator Lea Webb, Assembly Member Anna Kelles, Assembly Member Jeff Gallahan, Senate Majority Leader Andrea Stewart-Cousins, Assembly Speaker Carl Heastie, and all other members of the New York State Legislature representing Cortland County.

AGENDA ITEM NO. 7

Authorize Agreement with the YWCA Aid to Victims of Violence Program - Department of Social Services

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Ronald VanDee
SECONDER:	Legislator Jason Prentice
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF RONALD VANDEE

RESOLUTION NO. 132-26

Authorize Agreement with the YWCA Aid to Victims of Violence Program - Department of Social Services

WHEREAS, the NYS Office of Children and Family Services has allocated Temporary Assistance for Needy Families (TANF) funds for Non-Residential Domestic Violence Services; AND

WHEREAS, the Young Women's Christian Association (YWCA) Aid to Victims of Violence (AVV) program is an authorized provider of such services; AND

WHEREAS, the funding needed for this Agreement is provided through a State allocation of federal TANF money and will be paid from Account A60105.54800.4693 title Enhanced Non-Residential Domestic Violence and the revenue will be posted in Account A601044.44689.4693; NOW THEREFORE BE IT

RESOLVED, the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign an Agreement for the time period of October 1, 2026, through September 30, 2027, in an amount not to exceed \$25,000 with the YWCA of Cortland for said services.

AGENDA ITEM NO. 8

Authorize Agreement Department of Social Services with TipCo Automated Systems

Mr. Harbin MADE A MOTION TO AMEND to add the following as a final WHEREAS clause:

"WHEREAS, the Cortland County Department of Social Services has represented that the TipCo EVA platform is intended to assist County staff by providing information, workflow support, and administrative efficiencies, and that all eligibility determinations, benefit decisions, and other discretionary actions affecting clients shall continue to be made by qualified County employees in accordance with applicable state law", Ms. Price SECONDED THE MOTION TO AMEND, and upon unanimous voice vote of members present; MOTION CARRIED.

RESULT:	ADOPTED AS AMENDED (16 TO 0)
MOVER:	Legislator Ronald VanDee
SECONDER:	Legislator Christopher Newell
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF RONALD VANDEE

RESOLUTION NO. 133-26

Authorize Agreement Department of Social Services with TipCo Automated Systems

WHEREAS, Tipco Automated Systems (TipCo) has created an Artificial Intelligence (AI) product to assist local Departments of Social Services with streamlining and automating common processes while ensuring compliance with state and federal timeliness standards; AND

WHEREAS, the TipCo AI powered worker assistant, referred to as EVA, allows for optimization of workforce and an allocation of resources to more efficiently process eligibility for crucial benefit programs to assist those in need; AND

WHEREAS, the EVA components to be provided include a companion product that will operate as a chatbot to assist workers in finding regulatory and policy information quickly, a Rights and Responsibility document assistant to ensure clients understand and acknowledge information required to be read to them, and a dashboard to include case documentation, case change data and analytics; AND

WHEREAS, the funding needed for this Agreement will come from Account A60105.54015; AND

WHEREAS, the Cortland County Department of Social Services has represented that the TipCo EVA platform is intended to assist County staff by providing information, workflow support, and administrative efficiencies, and that all eligibility determinations, benefit decisions, and other discretionary actions affecting clients shall continue to be made by qualified County employees in accordance with applicable state law; NOW THEREFORE BE IT

RESOLVED, the County Administrator, upon review and approval by the County Attorney or designee and

subject to appropriation of funding by the Legislature, be and hereby is authorized to sign an agreement for the time period of July 1, 2026 through June 30, 2027, in an amount not to exceed \$22,000 with TipCo Automated Systems.

AGENDA ITEM NO. 9

Appoint Member Older Americans Act Advisory Council

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Ronald VanDee
SECONDER:	Legislator Jason Prentice
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF RONALD VANDEE

RESOLUTION NO. 134-26

Appoint Member Older Americans Act Advisory Council

WHEREAS, the By-Laws of the Older Americans Act Advisory Council of the Cortland County Office for Aging state membership shall be 15-25 voting members with at least fifty percent of the membership to be at least sixty years of age that represent target group seniors according to the Older Americans Act of 1965, as amended, and shall also include representatives of health care provider organizations, including veterans and supportive services provider organizations, be broadly representative of all aspects of the county, and include local elected official and the general public; AND

WHEREAS, Article 4, Section 4, states the term shall be for three years, or appointed to complete a term of a person who has resigned, the new person's length of term is defined as the period of the original member's term, with a maximum of two consecutive terms; NOW THEREFORE BE IT

RESOLVED, that the following individual be and hereby is appointed to the Older Americans Act Advisory Council, effective immediately, in the capacity and for the term set forth below:

Ann Homer – Community Member (1st Term) - Term to expire 12/31/28

AGENDA ITEM NO. 10

Abolish One Part-Time/Create One Full-Time Public Health Educator - Health Department

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Ronald VanDee
SECONDER:	Legislator Christopher Newell
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed

	Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF RONALD VANDEE

RESOLUTION NO. 135-26

Abolish One Part-Time/Create One Full-Time Public Health Educator - Health Department

WHEREAS, the needs of the Public Health Department will be better served by abolishing one (1) part-time position of Public Health Educator, and creating one (1) full-time position of Public Health Educator, which will be 100% grant funded; AND

WHEREAS, the Health and Human Services Committee recommends the abolition and creation of these positions; NOW THEREFORE BE IT

RESOLVED, that one (1) part-time position of Public Health Educator (Grade 18, CSEA, \$27.0485-\$34.2364/hr, competitive class) be abolished effective June 25, 2026 at midnight; AND BE IT FURTHER

RESOLVED, that one (1) full-time position of Public Health Educator (Grade 18, CSEA, \$27.0485-\$34.2364/hr, competitive class, full-time with benefits) be created with permission to fill effective June 26, 2026 at 12:01 a.m., said position to remain in effect only for the duration of available grant funding and to be abolished upon the discontinuation or unavailability of such funding.

AGENDA ITEM NO. 11

**Authorize Lease Extension with 91-101 Main Street, LLC
- Workforce Development**

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Ronald VanDee
SECONDER:	Minority Leader Sandra Price
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF RONALD VANDEE

RESOLUTION NO. 136-26

Authorize Lease Extension with 91-101 Main Street, LLC - Workforce Development

WHEREAS, the Cortland County Legislature adopted Resolution No. 283-25, authorizing a further lease

extension at 91-101 Main Street, LLC through June 30, 2026; AND

WHEREAS, there is a need to extend the lease contract through December 31, 2026 with no increase in rent; AND

WHEREAS, the parties have agreed that upon 45 days' notice, Cortland County may terminate the lease agreement on or after October 31, 2026 (resulting in a minimum of a four [4] month extension); AND

WHEREAS, the funding for this shall come from Workforce Investment Opportunity Act (WIOA) grant funding, which is appropriated to Account No. CD62925.54067; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is hereby authorized to execute an extension on the current lease with 91 – 101 Main Street, LLC for premises known as “99 Main Street, Cortland, NY 13045” through December 31, 2026 with no increase in rent and with a provision that the lease may be terminated on or after October 31, 2026 upon 45 days' written notice to the landlord; AND BE IT FURTHER

RESOLVED, that the funding for this lease extension shall come from Workforce Investment Opportunity Act (WIOA) grant funding, which is appropriated to Account No. CD62925.54067.

AGENDA ITEM NO. 12

**Appoint/Reappoint Community Service Board Members
and Subcommittees**

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Ronald VanDee
SECONDER:	Minority Leader Sandra Price
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF RONALD VANDEE

RESOLUTION NO. 137-26

Appoint/Reappoint Community Service Board Members and Subcommittees

WHEREAS, the Bylaws of the Cortland County Community Services Board (CSB), Article 3, Section 1 states that membership of the organization shall consist of (15) fifteen members appointed by the Cortland County Legislature, and Article 7, Section 1 states that the membership of the Mental Health (MH), Developmental Disabilities (DD) and Substance Use Disorder (SUD) Subcommittees shall consist of nine (9) members each, appointed by the Cortland County Legislature; AND

WHEREAS, a typical full term of each member of the Board and Subcommittees shall be four (4) years except when completing the term created by a member's resignation or death; AND

WHEREAS, members may serve for a maximum of two (2) consecutive terms, unless no recruitment is

available; AND

WHEREAS, individuals have been nominated to fill vacancies on the Community Services Board and all the Subcommittees; NOW THEREFORE BE IT

RESOLVED, that the following members be and hereby are appointed/reappointed to the Cortland County Community Services Board and three Subcommittees for terms beginning immediately and ending as reflected below:

COMMUNITY SERVICES BOARD (CSB):

Appoint:

Matthew Cranson	29 Anderson Rd. Whitney Point, NY 13862	F&CCS Agency	12/31/2029
Jessica McGuire	54 Southworth Rd., Dryden, NY 13053	RHI- Coalition	12/31/28 (finishing term of resigned member Felicia Outlaw)
Loriann Spatola- Davis	87 Terrace Dr. Binghamton, NY 13905	WIC-CAPCO	12/31/2027 (finishing term of resigned member Julie Partigianoni)
Ann Homer	PO Box 106, 80 N. Main St. Cortland, NY 13045	Human Services	12/31/2029

MENTAL HEALTH SUBCOMMITTEE (MH):

Appoint:

Matthew Cranson	29 Anderson Rd. Whitney Point, NY 13862	F&CCS Agency	12/31/2029 (finishing term of resigned member Julie Partigianoni)
Kristina Gambitta	19 Atkins Ave. Cortland, NY 13045	RN with MH experience	12/31/2029

Reappoint:

Jennifer Sylstra	5139 Searls Rd. Cortland, NY 13045	Prevention & MHA	12/31/2029
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SUBSTANCE USE DISORDER SUBCOMMITTEE (SUD):

Appoint:

Jessica McGuire	54 Southworth Rd. Dryden, NY 13053	RHI- Coalition	12/31/29
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DEVELOPMENTAL DISABILITIES SUBCOMMITTEE (DD):

Appoint:

Irene Fiesinger	407 Shaver Ave. N. Syracuse, NY 13212	JM Murray Center	12/31/29 (finishing term of Neil Cavalieri - no longer with JM Murray)
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AGENDA ITEM NO. 13

**Authorize Agreement with Integrity Partners for
Behavioral Health IPA- Mental Health Department**

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Ronald VanDee
SECONDER:	Legislator Christopher Newell
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF RONALD VANDEE

RESOLUTION NO. 138-26

Authorize Agreement with Integrity Partners for Behavioral Health IPA- Mental Health Department

WHEREAS, Integrity Partners for Behavioral Health IPA, Inc. ("Integrity Partners IPA") is a New York independent practice association located in Batavia, New York, established to support integrated behavioral health care delivery, quality improvement initiatives, clinical integration, and value-based payment arrangements among participating behavioral health providers; AND

WHEREAS, Integrity Partners IPA contracts with health plans, managed care organizations, and other payers to facilitate participation in value-based payment arrangements and other healthcare initiatives designed to improve quality, outcomes, care coordination, accessibility, and cost-effectiveness of behavioral health services; AND

WHEREAS, participation in Integrity Partners IPA will provide Cortland County's Mental Health Department with opportunities to collaborate with other behavioral health providers throughout New York State, participate in clinical integration activities, access quality improvement resources, and engage in value-based payment initiatives that support improved health outcomes for individuals receiving mental health and substance use disorder services; AND

WHEREAS, participation in Integrity Partners IPA will support the County's ongoing efforts to strengthen

integrated care delivery systems, promote wellness and recovery-oriented services, enhance data-driven decision-making, and improve coordination of care for Medicaid recipients and other individuals served by County behavioral health programs; AND

WHEREAS, the County Mental Health Department has reviewed the proposed Participant Agreement and determined that participation is consistent with the County's mission to provide high-quality, accessible, and cost-effective behavioral health services to residents of the County; AND

WHEREAS, there is no cost to the County for these services; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized to execute an agreement with Integrity Partners IPA for said services; AND BE IT FURTHER

RESOLVED, that the County Mental Health Department is authorized to participate in Integrity Partners IPA clinical integration programs, quality improvement initiatives, value-based payment arrangements, data-sharing activities, and other collaborative efforts consistent with the terms of the Participant Agreement and applicable law; AND BE IT FURTHER

RESOLVED, that this Resolution shall take effect immediately.

AGENDA ITEM NO. 14

Endorsement of New York State Senate Bill S.6832/Assembly Bill A.5087 Relating to Participation in World Trade Center Rescue, Recovery and Cleanup Operations by Members of the Organized Militia

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Ronald VanDee
SECONDER:	Legislator Paul Heider
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF RONALD VANDEE

RESOLUTION NO. 139-26

Endorsement of New York State Senate Bill S.6832/Assembly Bill A.5087 Relating to Participation in World Trade Center Rescue, Recovery and Cleanup Operations by Members of the Organized Militia

WHEREAS, New York State Senate Bill S.6832 and Assembly Bill A.5087 have passed both houses of the New York State Legislature and await consideration by Governor Kathy Hochul; AND

WHEREAS, this legislation relates to participation in World Trade Center rescue, recovery and cleanup operations by members of the organized militia; AND

WHEREAS, this legislation would amend the Military Law and the Workers' Compensation Law to provide

that members of the organized militia who were ordered into active service as part of World Trade Center rescue, recovery and cleanup operations shall qualify as employees for purposes of making a claim under Article 8-A of the Workers' Compensation Law; AND

WHEREAS, for purposes of this legislation, "organized militia" includes members of the New York Army National Guard, the New York Air National Guard, the New York Naval Militia, and the New York Guard; AND

WHEREAS, members of the organized militia who served in the aftermath of the September 11, 2001 terrorist attacks provided critical rescue, recovery, cleanup, and support services under extraordinarily difficult and dangerous circumstances; AND

WHEREAS, it is appropriate and necessary to ensure that those who answered the call to serve during one of the most devastating events in our nation's history are afforded access to the benefits and protections available to others who participated in World Trade Center rescue, recovery and cleanup operations; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby endorses New York State Senate Bill S.6832 and Assembly Bill A.5087 and respectfully urges Governor Kathy Hochul to sign this important legislation into law; AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature is hereby directed to forward certified copies of this resolution to Governor Kathy Hochul, Senator Lea Webb, Assemblymember Anna Kelles, Assemblymember Jeff Gallahan, and any others deemed necessary and proper.

AGENDA ITEM NO. 17

Authorize Participation in the NY MuniTrust Local Government Investment Pool

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Cathy Bischoff
SECONDER:	Minority Leader Sandra Price
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF CATHY BISCHOFF

RESOLUTION NO. 140-26

Authorize Participation in the NY MuniTrust Local Government Investment Pool

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o and Article 3-A, empowers municipal corporations to enter into, amend, cancel, and terminate agreements for the performance among themselves of their respective functions, powers, and duties on a cooperative or contract basis; AND

WHEREAS, the County of Cortland wishes to invest portions of its available funds in cooperation with other municipal corporations pursuant to the Municipal Cooperation Agreement dated as of February 1, 2022, by and among Orange County and the participants thereto, which is herein incorporated by reference;

WHEREAS, the County of Cortland wishes to satisfy the safety and liquidity needs of their funds while optimizing rates of return; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign the NY MuniTrust Local Government Investment Pool New Account Application and other associated documents to participate in this program.

AGENDA ITEM NO. 18

Resolution Rescinding Resolution No. 24-24, Which Delegated Certain Authority to the Deputy County Administrator

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Cathy Bischoff
SECONDER:	Legislator Linda Jones
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF CATHY BISCHOFF

RESOLUTION NO. 141-26

Resolution Rescinding Resolution No. 24-24, Which Delegated Certain Authority to the Deputy County Administrator

WHEREAS, the Cortland County Legislature adopted Resolution No. 24-24, titled “Authorize Authority Deputy County Administrator,” on January 25, 2024, which authorized the duties of the Deputy County Administrator to include acting on behalf of and in the absence of the County Administrator; AND

WHEREAS, the duties delegated to the Deputy County Administrator via Resolution No. 24-24 are contradictory to the Cortland County Legislature’s Rules of Order; NOW THEREFORE BE IT

RESOLVED, that Resolution No. 24-24 is hereby rescinded in its entirety, effective immediately.

AGENDA ITEM NO. 19

Local Law 8 of 2026 - A Local Law to Repeal and Rescind Local Law No. 7 of 2002, Local Law 3 of 2003 and Local Law No. 5 of 2018, and to Establish a Revised Office of the

County Administrator for the County of Cortland

RESULT:	ADOPTED (16 TO 0)
MOVER:	Legislator Cathy Bischoff
SECONDER:	Legislator Linda Jones
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Linda Jones, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	None
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF CATHY BISCHOFF

RESOLUTION NO. 142-26

Local Law 8 of 2026 - A Local Law to Repeal and Rescind Local Law No. 7 of 2002, Local Law 3 of 2003 and Local Law No. 5 of 2018, and to Establish a Revised Office of the County Administrator for the County of Cortland

WHEREAS, the Cortland County Legislature adopted Local Law 7 of 2002 on December 12, 2002, establishing the Office of the County Administrator for the County of Cortland; AND

WHEREAS, the Cortland County Legislature adopted Local Law 3 of 2003 on July 9, 2003, Allowing for a Fixed Term of Office and Designating County Administrator as Budget Officer; AND

WHEREAS, the Cortland County Legislature adopted Local Law 5 of 2018 on December 20, 2018, amending Local Law 7 of 2002; AND

WHEREAS, the Cortland County Legislature finds that the Office of the County Administrator should be updated to reflect the present administrative structure and governance practices of Cortland County government, to provide continuity of administration, to clarify the relationship between the County Administrator, the County Legislature, the Chair of the Legislature, and County department heads, and to resolve inconsistencies between prior local laws, resolutions, and administrative practices; AND

WHEREAS, it is the purpose and intent of this local law to modernize the Office of the County Administrator as the Chief Administrative Officer of the County of Cortland, while preserving the policymaking authority of the Cortland County Legislature and preserving all powers, duties, and responsibilities granted by law to the Chair of the Legislature, elected County officers, and other officials whose authority is established by state law, local law, or duly adopted resolution; AND

WHEREAS, nothing in this local law shall be construed to curtail, diminish, transfer, or divest the Cortland County Legislature of any of its functions, powers, or duties, nor to curtail, diminish, transfer, or divest

the powers of any elected County officer or any office whose authority is otherwise provided by law; AND

WHEREAS, a public hearing was held on June 25, 2026 before the Cortland County Legislature after publication of notice thereof as legally required; AND

WHEREAS, said local law has been in its final form upon the desks of the members of the Cortland County Legislature at least seven (7) calendar days exclusive of Sunday, prior to this date; NOW THEREFORE BE IT

ENACTED by the Legislature of the County of Cortland as follows:

Local Law 8 of 2026 - A Local Law to Repeal and Rescind Local Law No. 7 of 2002, Local Law 3 of 2003 and Local Law No. 5 of 2018, and to Establish a Revised Office of the County Administrator for the County of Cortland

SECTION 1. REPEAL AND RESCISSION OF PRIOR LOCAL LAWS

Local Law No. 7 of 2002, entitled “A Local Law establishing the office of County Administrator for the County of Cortland,” Local Law 3 of 2003, entitled “A Local Law Amending Local Law No. 7 Of The Year 2002 Allowing For A Fixed Term Of Office And Designating County Administrator As Budget Officer,” and Local Law No. 5 of 2018, entitled “A Local Law to Amend Local Law 7 of 2022 which established the office of County Administrator for the County of Cortland,” are hereby repealed and rescinded in their entirety. The Office of the County Administrator shall thereafter be governed by the provisions of this Local Law.

SECTION 2. OFFICE OF THE COUNTY ADMINISTRATOR

- A. There shall be an Office of the County Administrator for the County of Cortland.
- B. The County Administrator shall be appointed by the County Legislature.
- C. The term of office of the County Administrator shall be up to four (4) years, in accordance with Local Law 2 of 2010, entitled “Adopt Proposed Local Law No. 2 for the Year 2010 Providing for the Term of Office of County Administrator,”
- D. The County Administrator shall serve as the Chief Administrative Officer of the County.
- E. The County Administrator shall serve at the pleasure of the County Legislature.
- F. The position of County Administrator shall be in the unclassified service for Civil Service purposes, and the qualifications for County Administrator shall be in accordance with the Civil Service job description for County Administrator.
- G. The County Administrator shall receive an annual salary to be fixed by the County Legislature.
- H. The County Administrator shall appoint such personnel within the Office of the County Administrator as may be authorized by the County Legislature.

SECTION 3. THE COUNTY LEGISLATURE

- A. The County Administrator shall be supervised by and directly responsible to the County Legislature.
- B. The County Legislature shall convey its direction to the County Administrator through the Chair of the Legislature, who shall serve as the regular point of contact between the County Legislature and the County Administrator for purposes of communication, coordination, and performance oversight, except where otherwise directed by the County Legislature.

SECTION 4. DEPUTY COUNTY ADMINISTRATOR

- A. The position of Deputy County Administrator is hereby authorized, subject to appropriation by the County Legislature, and shall be in the exempt class of the civil service, subject to applicable law.
- B. The Deputy County Administrator shall be appointed by and serve at the pleasure of the County Administrator.
- C. In the temporary absence or inability of the County Administrator, and only while the County Administrator remains duly appointed and in office, the Deputy County Administrator may act in the capacity of the County Administrator and may exercise the powers and perform the duties of the County Administrator during such temporary period.
- D. The Deputy County Administrator shall perform such duties as may be assigned by the County Administrator and may assist in the administration, coordination, and supervision of County operations.
- E. The Deputy County Administrator shall not, by virtue of such appointment, succeed to the position of County Administrator.

SECTION 5. POWERS AND DUTIES OF THE COUNTY ADMINISTRATOR

The County Administrator shall have the following powers and duties, in addition to those otherwise conferred by law, resolution, or the Civil Service job description:

- A. To perform the functions of Chief Administrative Officer of the County on behalf of the County Legislature.
- B. To coordinate and supervise the administrative functions of County departments and administrative units, and to promote efficient, consistent, and accountable County operations.
- C. To supervise and direct the Office of the County Administrator and the personnel assigned thereto, including the Deputy County Administrator and such other staff positions as may be authorized and funded.
- D. To require departments, offices, and administrative units to provide reports, plans, budget materials, operational information, and other data reasonably necessary for the administration of county government, except where restricted by law.
- E. To make recommendations to the appropriate jurisdictional Committees of the County Legislature or the Chairman of the Legislature for appointments by the County Legislature of all heads of units of County Government not administered by an elected official.
- F. To participate with the Personnel Director and in the conduct of collective bargaining negotiations with organized employee representatives.
- G. Administer the County's purchasing system, including bidding, procurement, and related purchasing functions, and perform such purchasing and contracting functions as are authorized by applicable law, resolution, budget appropriation, or policy.
- H. To recommend to the County Legislature such policies, procedures, organizational changes, appointments, removals, studies, and administrative actions.
- I. To develop, coordinate, and administer countywide administrative policies and procedures consistent with legislative direction and applicable law.
- J. To implement and administer the County's adopted organizational framework across County departments and administrative units and to coordinate consistency with legislative intent, applicable law, and policy.
- K. To coordinate risk management, insurance administration, grants administration, and interdepartmental operational matters.
- L. To attend meetings of the County Legislature and its committees, make reports and recommendations, and undertake such research and administrative studies as the County Legislature may request.
- M. To perform such additional administrative and managerial duties as may be prescribed by law or assigned by the County Legislature, provided that such duties shall not curtail, diminish, transfer, or divest the powers of the County Legislature or any elected official.

SECTION 6. SUPERVISION OF DEPARTMENTS

- A. Except as otherwise provided by law or the establishing instrument of a particular office or department, and except for the offices identified in Section 6 of this local law, the County Administrator shall supervise all County department heads and administrative units.
- B. County department heads and administrative units subject to this section shall report directly to and be supervised by the County Administrator.
- C. Supervision under this section shall include, but not be limited to:
 - 1. direction and coordination of department operations;
 - 2. assignment and monitoring of work;
 - 3. performance management, including discipline, and evaluation input;
 - 4. approval or review of leave and related personnel matters;
 - 5. enforcement and implementation of countywide policies and procedures;
 - 6. coordination of interdepartmental operations and problem-solving; and
 - 7. such other supervisory authority as is consistent with law and County policy.
- D. The County Administrator may assist the applicable statutory committee chairs in the process of selecting new department heads, but the authority to appoint department heads is vested in the County Legislature.
- E. Statutory committees of the County Legislature shall exercise legislative review, budget consideration, subject-matter jurisdiction, and resolution review for the County departments and administrative units assigned to them under the Rules of Order, and such legislative functions shall remain distinct from day-to-day supervision of County departments and administrative units.

SECTION 7. OFFICES & POSITIONS EXCLUDED FROM COUNTY ADMINISTRATOR SUPERVISION

- A. The following shall not be subject to the ordinary day-to-day supervision of the County Administrator unless otherwise expressly provided by law:
 - 1. the Sheriff, the District Attorney, the County Clerk, the Coroners, and any other elected County officer established by law;
 - 2. the Commissioners of the Board of Elections;
 - 3. the Director of Veterans' Services;
 - 4. the Manager of Audit and Financial Projects;
 - 5. the Public Defender;
 - 6. the Office of the County Attorney;
 - 7. the Office of the Clerk of the Legislature; and
 - 8. any other position or office directly responsible to the County Legislature by law or formal action of the County Legislature.
- B. Nothing in this local law shall be construed to place the offices and officials identified in this section under the ordinary day-to-day supervision of the County Administrator where such supervision is not

otherwise provided by law.

- C. The County Administrator may coordinate administratively with such offices and officers in the conduct of County business, and such offices and officers shall comply with applicable countywide policies and procedures adopted by the County Legislature and implemented by the County Administrator, except where inconsistent with law or the lawful operational authority of such office or officer. This coordination does not change their legal authority, reporting relationship, appointing authority, or operational control.
- D. Nothing in this section shall be construed to limit the authority of the County Legislature or the Chair of the Legislature over offices or officials that report directly to them under applicable law, rule, contract, or resolution.

SECTION 8. BUDGET OFFICER

- A. Pursuant to County Law §§ 351, 353, and 354, the County Administrator shall be the Budget Officer of the County of Cortland.
- B. The County Administrator, as Budget Officer, shall perform the powers and duties assigned to the budget officer by County Law Article 7 and other applicable law, including preparation and submission of the tentative County budget.
- C. Nothing in this section shall be construed to supersede any vacancy provision of state law applicable to the office or functions of Budget Officer.
- D. The County Administrator shall provide for appropriate budgetary controls and to promote the effective, efficient, and economical management of appropriated funds.

SECTION 9. EMERGENCY MANAGEMENT COORDINATION

- A. During emergencies or other operational disruptions affecting County government, the County Administrator shall coordinate overall County activities, direct the operations of County government, and implement County emergency plans, in coordination with the Director of Emergency Response and Communications, the Chair of the Legislature, and other appropriate officials.
- B. The County Administrator may advise the Chair of the Legislature and the County Legislature regarding emergency operations, continuity measures, and coordination of County resources.
- C. In order to protect life, safety, property, continuity of operations, or the orderly administration of County government, the County Administrator may close County buildings or facilities under County control to the public, modify public access, alter employee work schedules or reporting requirements, direct non-essential employees of departments reporting to the County Administrator not to report or to leave work, and take related temporary administrative actions necessary to protect County operations.
- D. Nothing in this section shall be construed to transfer to the County Administrator any authority specifically granted by Article 2-B of the Executive Law to the Chair of the Legislature, as Chief Executive of the County, or to the Director of Emergency Response and Communications, as County Emergency Management Director.

SECTION 10. TEMPORARY ABSENCE OR INABILITY OF THE COUNTY ADMINISTRATOR

- A. If the County Administrator is temporarily absent or otherwise unable to perform the duties of the position, and remains duly appointed and in office, the Deputy County Administrator shall exercise the powers and perform the duties of the County Administrator during that temporary period.
- B. The Deputy County Administrator's authority under this section shall exist only while:
 - 1. the County Administrator remains duly appointed and in office; and
 - 2. the Deputy County Administrator remains duly appointed by and serving at the pleasure of the County Administrator.
- C. If there is no Deputy County Administrator in office at the time of such temporary absence or inability,

the Chair of the Legislature shall serve as Acting County Administrator during such temporary period.

- D. For purposes of this section, a temporary absence or inability shall not include a vacancy in the position of County Administrator.

SECTION 11. VACANCY IN THE POSITION OF COUNTY ADMINISTRATOR

- A. In the event of a vacancy in the position of County Administrator for any reason, as provided by law, the authority of the Deputy County Administrator to act in place of the County Administrator shall immediately terminate.
- B. Upon such vacancy, the Chair of the Legislature shall assume the responsibilities and authorities of Acting County Administrator until a new County Administrator is appointed by the County Legislature, except to the extent that a specific function is otherwise assigned by state law to another officer during vacancy.
- C. During such vacancy, the Chair of the Legislature, while serving as Acting County Administrator, may appoint the then-serving Deputy County Administrator, or another qualified person, to serve as Deputy County Administrator, subject to appropriation and applicable Civil Service requirements, until the County Legislature appoints a County Administrator.

SECTION 12. NO DIVESTITURE OF POWERS; PRESERVATION OF LEGISLATIVE AND ELECTED OFFICER AUTHORITY

- A. Nothing contained in this local law shall operate or be construed to curtail, diminish, transfer, divest, or otherwise impair the functions, powers, duties, or responsibilities of the County Legislature, the Chair of the Legislature, any elected County officer, or any office whose authority is otherwise provided by law.
- B. Nothing in this local law shall be construed to alter appointing authority, removal authority, or statutory reporting relationships except as expressly provided in this local law.
- C. In the event of any conflict or inconsistency between this local law and any prior local law or resolution of the County Legislature, this local law shall govern.

SECTION 13. SEVERABILITY

If any clause, sentence, paragraph, subdivision, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof.

SECTION 14. EFFECTIVE DATE

This Local Law shall take effect when all applicable statutory requirements for its passage and adoption have been complied with fully and it has been duly filed in the Office of the Secretary of State as provided by Section 27 of the Municipal Home Rule Law.

AGENDA ITEM NO. 20

Resolution Authorizing an Intermunicipal Agreement Between the County of Cortland and the City of Cortland for the Collection of Real Property Taxes

RESULT:	ADOPTED (15 TO 1)
MOVER:	Legislator Cathy Bischoff
SECONDER:	Legislator Beau Harbin
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul

	Heider, Mitchel Eccleston
NAYS:	Linda Jones
EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF CATHY BISCHOFF

RESOLUTION NO. 143-26

Resolution Authorizing an Intermunicipal Agreement Between the County of Cortland and the City of Cortland for the Collection of Real Property Taxes

WHEREAS, §1150 of the Real Property Tax Law authorizes municipal corporations to enter into agreements with one another with respect to any parcel of real property upon which they respectively own tax liens and disposition of such liens; AND

WHEREAS, the City of Cortland wishes to outsource its real property tax collection duties to maximize administrative efficiency; AND

WHEREAS, the County of Cortland possesses the necessary infrastructure, personnel, and technology within its Finance Office to efficiently collect these real property taxes on behalf of the City of Cortland; AND

WHEREAS, both municipalities have determined that entering into an intermunicipal agreement for this purpose will reduce administrative duplication and save taxpayer dollars; AND

WHEREAS, as part of this intermunicipal agreement, the City of Cortland will authorize the transfer of all delinquent real property taxes to the County of Cortland and the County of Cortland shall reimburse and make the City of Cortland whole for the amount of said delinquent taxes; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to execute the Intermunicipal Agreement with the City of Cortland for said purposes; AND BE IT FURTHER

RESOLVED, that the Director of Finance is authorized to establish the necessary accounting funds and procedures to receive, hold, and remit the collected City tax revenues minus any agreed upon administrative fees.

AGENDA ITEM NO. 21

Local Law 9 of 2026 - A Local Law Providing that the County of Cortland Shall Become the Tax Collection Agency for the Purposes of Collecting Taxes and Special Assessments by Partial Payments for Real Property Located within the City of Cortland

RESULT:	ADOPTED (15 TO 1)
MOVER:	Legislator Cathy Bischoff
SECONDER:	Legislator Beau Harbin
AYES:	Douglas Bentley, Beau Harbin, Cathy Bischoff, Ronald VanDee, Jason Prentice, Dominick Mantella, Keith VanGorder, Kevin Fitch, Reed Cleland, Christopher Newell, Joseph Nauseef, Sandra Price, William McGovern, Paul Heider, Mitchel Eccleston
NAYS:	Linda Jones

EXCUSED:	Eugene Waldbauer
ABSENT:	

ON MOTION OF CATHY BISCHOFF

RESOLUTION NO. 144-26

Local Law 9 of 2026 - A Local Law Providing that the County of Cortland Shall Become the Tax Collection Agency for the Purposes of Collecting Taxes and Special Assessments by Partial Payments for Real Property Located within the City of Cortland

WHEREAS, Article 9 of the New York State Real Property Tax Law authorizes certain procedures relating to the collection of real property taxes and special assessments, including the collection of such taxes by a county tax collection agency and the acceptance of partial payments where authorized by local law; AND

WHEREAS, the County of Cortland desires to become the tax collection agency for purposes of collecting taxes and special assessments for real property located within the City of Cortland, as prescribed by Section 972 of Article 9 of the Real Property Tax Law; AND

WHEREAS, a public hearing was held on June 25, 2026 before the Cortland County Legislature after publication of notice thereof as legally required; AND

WHEREAS, said local law has been in its final form upon the desks of the members of the Cortland County Legislature at least seven (7) calendar days exclusive of Sunday, prior to this date; NOW THEREFORE BE IT

ENACTED by the Legislature of the County of Cortland as follows:

Local Law 9 of 2026 - A Local Law Providing that the County of Cortland Shall Become the Tax Collection Agency for the Purposes of Collecting Taxes and Special Assessments by Partial Payments for Real Property Located within the City of Cortland

SECTION 1: On and after the effective date of this local law, and until such time as this local law is repealed, the County of Cortland shall become the tax collection agency for the purposes of collecting taxes and special assessments, including the authority to permit partial payments for real property located within the City of Cortland as prescribed by Section 972 of Article Nine of the Real Property Tax Law of the State of New York.

SECTION 2: The term “taxes” as used in this Local Law shall include special assessments which are levied by the County Legislature at the time and in the manner provided by law for the levy of county and town taxes.

SECTION 3: Such taxes may be paid in whole or partial payments as described in Section 6 of this Local Law, which shall be determined by the amount of the first payment and shall be due and payable not later than the last day of the month in which the respective taxes may be paid without interest to the Director of Finance of Cortland County.

SECTION 4: Each partial payment, other than the first, shall be subject to interest at the rate determined pursuant to section nine hundred twenty-four-a of the Real Property Tax Law, up to and including the date on which it is to be paid.

If a partial payment is not fully paid on or before the date it is due, additional interest shall be added to the amount of any such partial payment at the rate as determined pursuant to section nine hundred twenty-four-a of the Real Property Tax Law for each month or part thereof until paid. No such partial payment may be paid unless all prior partial payments of current taxes, including interest, shall have been paid or shall be paid at that same time.

The failure to make, or the lack of, the required full payment of the first partial payment by an owner of real property

by the required date, as described Section 6 of this Local Law, shall be construed as an election by such owner to pay the total amount of taxes in one payment.

SECTION 5: Upon receipt of the tax roll and warrant, the collecting officer shall mail to each property owner of the property listed thereon, a statement of taxes as provided by law. Such statement shall recite that such owner may elect, pursuant to section six of this local law, to pay the taxes set forth in the statement by partial payments, as provided herein.

SECTION 6: (a) If such owner shall elect to pay the taxes by partial payments, the owner shall pay to the Director of Finance the amount set forth in such statement and designated as "first payment." The amount of the second and third payment, including the interest charge, shall be paid to the Director of Finance on or before the date provided on the statement.

The partial payments may be made in three (3) payments. The first payment due January 31st, shall be fifty percent (50%) of the amount of the tax as levied, interest free; the second payment due by March 15th, shall be twenty-five percent (25%) of the amount of tax as levied, plus interest at the statutory rate, charged against the unpaid balance only; and the third payment due by April 30th, shall be the remaining twenty-five percent (25%) of the amount of the tax as levied plus interest at the statutory rate, charged against the unpaid balance only.

No tax bill under one hundred dollars (\$100) will be applicable to said partial payment plan.

(b) If any such partial payment is not fully paid on or before the date when due, interest shall be charged pursuant to section nine hundred twenty-four-a of the Real Property Tax Law as set forth within the provided statement. No such partial payment may be paid unless all prior partial payments of current taxes, including interest, shall have been paid or shall be paid at the same time.

(c) The owner of real property who elects to pay taxes by partial payments as provided in this section shall indicate their election by remitting the amount of the first partial payment to the Director of Finance on or before the date upon which it is due.

(d) The failure or lack thereof by an owner of real property to fully pay the first partial payment as provided in subdivision (c) of this section shall be construed as an election of such owner to pay the total amount of the taxes in one (1) payment in the manner provided by law.

SECTION 7: The Director of Finance of the County of Cortland is hereby empowered to promulgate and amend suitable rules and regulations prescribing the necessary forms for carrying into effect the provisions of this local law including partial payment of taxes and to establish the appropriate interest and penalties, consistent with the cost of carrying out the program for partial payments of real property taxes as allowed by Article 9 of the Real Property Tax Law of the State of New York.

SECTION 8: Any payment made after April 30th is considered delinquent and the Director of Finance may accept and process such delinquent payments in compliance with Real Property Tax Laws of the State of New York.

Announcements

Adjournment

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that there has been introduced before the Legislature of the County of Cortland, New York, Local Law "F" of 2026 - A Local Law to Repeal and Rescind Local Law No. 7 of 2002, Local Law 3 of 2003 and Local Law No. 5 of 2018, and to Establish a Revised Office of the County Administrator for the County of Cortland.

NOTICE IS FURTHER GIVEN, that the Cortland County Legislature will conduct a public hearing on the proposed Local Law at 6:00 p.m. on June 25, 2026, at which time all persons interested will be heard.

NOTICE IS FURTHER GIVEN, that the Legislature will accept comments ahead of time by email and postal mail up until the close of business, 4 p.m., on June 25, 2026. We will make sure that your comments are heard even if you are unable to attend.

LOCAL LAW "F" OF THE YEAR 2026

The body of this Local Law is available to view on the County's web page at <https://www.cortlandcountyny.gov/286/Legislature> or copies may be obtained by contacting the Clerk of the Legislature, prior to the meeting, at the telephone number and email address below.

If you wish to send comments ahead of time, or for additional information, please contact the Legislature as follows:

Cortland County Legislature
60 Central Ave.
Cortland, NY 13045
shempstead@cortlandcountyny.gov
607-753-5048

DATED: June 16, 2026
Savannah M. Hempstead, Clerk
Cortland County Legislature

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that there has been introduced before the Legislature of the County of Cortland, New York, Local Law "G" of 2026 - A Local Law Providing that the County of Cortland Shall Become the Tax Collection Agency for the Purposes of Collecting Taxes and Special Assessments by Partial Payments for Real Property Located within the City of Cortland.

NOTICE IS FURTHER GIVEN, that the Cortland County Legislature will conduct a public hearing on the proposed Local Law at 6:00 p.m. on June 25, 2026, at which time all persons interested will be heard.

NOTICE IS FURTHER GIVEN, that the Legislature will accept comments ahead of time by email and postal mail up until the close of business, 4 p.m., on June 25, 2026. We will make sure that your comments are heard even if you are unable to attend.

LOCAL LAW "G" OF THE YEAR 2026

The body of this Local Law is available to view on the County's web page at <https://www.cortlandcountyny.gov/286/Legislature> or copies may be obtained by contacting the Clerk of the Legislature, prior to the meeting, at the telephone number and email address below.

If you wish to send comments ahead of time, or for additional information, please contact the Legislature as follows:

Cortland County Legislature
60 Central Ave.
Cortland, NY 13045
shempstead@cortlandcountyny.gov
607-753-5048

DATED: June 16, 2026
Savannah M. Hempstead, Clerk
Cortland County Legislature

PUBLIC HEARING

PLEASE TAKE NOTICE, that there has been introduced before the Legislature of the County of Cortland, New York, on June 25, 2026, The Tompkins Cortland Community College's 2026-2027 Operating Budget.

NOTICE IS FURTHER GIVEN, that the Cortland County Legislature will conduct a public hearing on the proposed Tompkins Cortland Community College's 2026-2027 Operating Budget at 6 p.m. on June 25, 2026, at which time all persons interested will be heard.

NOTICE IS FURTHER GIVEN, that the Legislature will accept comments ahead of time by email and postal mail up until the close of business, 4 p.m., on June 25, 2026. We understand that not everyone has access the ability to the attend meeting but be assured that we will make sure that your comments are heard even if you are unable to attend.

Tompkins Cortland Community College's 2026-2027 Operating Budget

A copy of the proposed operating budget is available to view on the County's website at:

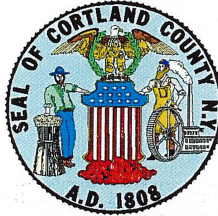
<https://www.cortlandcountyny.gov/286/Legislature> or copies may be obtained by contacting the Clerk of the Legislature, prior to the meeting, at the telephone number and email address below.

If you wish to send comments ahead of time, or for additional information, please contact the Legislature as follows:

Cortland County Legislature
60 Central Ave.
Cortland, NY 13045
shempstead@cortlandcountyny.gov
607-753-5048

DATED: June 16, 2026
Savannah M. Hempstead,
Clerk Cortland County Legislature

Cortland County Proclamation



Proclaiming June 2026 as Pride Month in Cortland County

WHEREAS, Cortland County values diversity and recognizes the significant contributions of LGBTQ+ individuals to our civic, cultural, and economic life; AND

WHEREAS, June is observed nationally as Pride Month, commemorating the June 28, 1969 Stonewall Uprising, which sparked the modern movement for LGBTQ+ rights; AND

WHEREAS, proclamations at the local level, while symbolic, serve to express public support and create welcoming, inclusive communities for LGBTQ+ individuals; AND

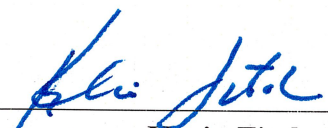
WHEREAS, Cortland County supports diversity, equality, and inclusion, and condemns discrimination against any individual because of sexual orientation or gender identity; AND

WHEREAS, local groups like PFLAG Ithaca/Cortland meet monthly at the Cortland LGBTQ Center to offer education, advocacy, and support for LGBTQ+ individuals and families; NOW THEREFORE BE IT

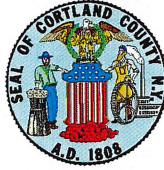
PROCLAIMED, that the Cortland County Legislature hereby recognizes **June 2026** as **LGBTQ+ Pride Month** in Cortland County and encourages all residents, community organizations, schools, and businesses to Promote inclusive policies and ensure safe, respectful environments free from discrimination based on sexual orientation and gender identity.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of June, 2026.




Kevin Fitch, Chair
Cortland County Legislature

Cortland County Recognition



Honoring the Retirement of Kristen Monroe, Commissioner of Social Services

WHEREAS, Kristen Monroe has faithfully served Cortland County for 35 years, dedicating her career to the Department of Social Services and to improving the lives of individuals, children, families, and vulnerable residents throughout our community; AND

WHEREAS, throughout her distinguished career, Kristen has served in numerous roles of increasing responsibility, demonstrating exceptional leadership, professionalism, compassion, and an unwavering commitment to public service; AND

WHEREAS, as Commissioner of Social Services, Kristen has led one of County government's most complex and essential departments with integrity, sound judgment, and a deep understanding of the critical services provided to residents during times of need; AND

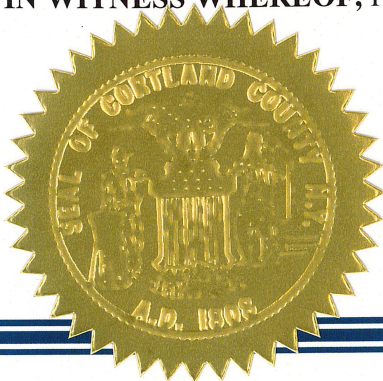
WHEREAS, Kristen is widely regarded throughout New York State as a knowledgeable, respected, and trusted leader in the field of social services, earning the admiration of colleagues, partners, and professionals across the state; AND

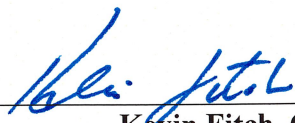
WHEREAS, throughout her tenure, Kristen has been a steady and dedicated advocate for the residents of Cortland County, working to strengthen programs, support staff, navigate changing state and federal requirements, and ensure that services are delivered with dignity, care, and accountability; AND

WHEREAS, her leadership, experience, and commitment have left a lasting and meaningful impact on the Cortland County Department of Social Services, the County workforce, and the broader community she has served so well; NOW THEREFORE BE IT

PROCLAIMED, that the Cortland County Legislature hereby recognizes and honors Kristen Monroe for her 35 years of outstanding service to Cortland County, and extends its sincere gratitude and best wishes for a happy, healthy, and fulfilling retirement.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of June, 2026.




Kevin Fitch, Chair
Cortland County Legislature

Cortland

How many good people there have been here,
plowing and planting and feeding the county
or fashioning the parts and pieces of industry.
Poets, philosophers, preachers, each teaching
by their speech and actions what they loved
and what they worked for in a nation based, in part,
on the right to pursue a fleeting state of mind.
Close your eyes a while and smile at them with me,
the good people in the past who made us possible
and from whom we have inherited everything.
We walk where they walked on a plateau created
by a glacier in a city crowning seven valleys.
Under the grass, the asphalt, the concrete,
are the footprints of bearded men in proud hats
and women in heavy, hand-sewn clothing
and the knee-prints of children, then as now,
fascinated or enthralled by the mystery of bugs.
We are like them, my friends, and just as good
as we hold computers in our hands and wait for lattes
at Bru or the drive-thru at Coffee Mania,
loving what we love and proving it each day,
as they did, with our decisions, words, and deeds
as the crows rise over the dome of the courthouse.

—Philip Asaph, Cortland County Poet Laureate 2026



2026 State of the County Address

Good evening fellow legislators, employees and residents of Cortland County,

It is my honor to present the State of Cortland County.

When I look back on 2025, I do not simply see another year on the calendar. I see a county that continued to move forward despite difficult circumstances. I see a Legislature that refused to accept the status quo. And I see a continued commitment to responsible decision-making in the face of real and growing challenges.

That spirit defines Cortland County.

Looking Back on 2025

In 2025, the Cortland County Legislature adopted a responsible budget while continuing its commitment to protecting taxpayers and maintaining essential services.

At the same time, like counties across New York State, we faced mounting pressures that were largely outside of our control.

Competency restoration costs exceeded projections. Jail operations were impacted by changing policies that increased both the length of stay and the cost per inmate. Medical and mandated treatment costs continued to rise. Indigent legal services costs increased significantly. Demands for emergency housing and homeless services grew. Childcare and placement expenses increased, and Medicaid cost shifts resulted in the loss of more than one million dollars annually.

These are not isolated issues. They reflect a broader reality.

Counties are increasingly responsible for funding complex, state-driven systems without having the ability to control the costs behind them.

Despite these challenges, Cortland County met its obligations, maintained fiscal stability, and continued to serve the people of this county.

Faced with Challenges, We Acted

Challenges are not excuses. They are a call to lead.

Throughout 2025, this Legislature focused on action.

One of our most important decisions was strengthening leadership within county government. We deliberately sought a County Administrator with the credentials, experience, and financial expertise necessary to guide Cortland County through increasingly complex challenges.

This was more than a personnel decision. It was an investment in sound management, accountability, and the future of Cortland County.

Public safety also remained one of our highest priorities. Cortland County secured more than \$900,000 in grant funding to support the development of a county EMS system. This investment strengthens emergency response, supports existing providers, and helps ensure that when residents call for help, someone will be there.

We also continued our efforts to expand broadband access. Although our ConnectALL application was unsuccessful, the need has not changed, and neither has our commitment. We will continue pursuing opportunities and partnerships to bring reliable broadband service to every corner of Cortland County.

Where We Are Today

Today, Cortland County operates in an environment defined by rising costs, increasing mandates, and limited local control.

Decisions made at the State and Federal levels continue to shape our responsibilities and our financial obligations. While we cannot control those decisions, we can control how we respond, and our response is clear.

We will plan responsibly.

We will act with discipline.

And we will lead.

The 2026 Budget: An Important Step Forward

As we began work on the 2026 budget, we recognized that the challenges facing counties across New York required us to strengthen our approach and focus on long-term sustainability.

That required several important changes.

We moved away from overly optimistic assumptions, we reduced our reliance on vacancy savings to balance the budget, and we grounded our decisions in actual performance, current trends, and realistic projections.

Those changes required difficult conversations and hard choices, but they were necessary.

Responsible government is not about postponing difficult decisions, it is about confronting them and planning for the future.

Our responsibility as legislators is not simply to balance one year's budget. Our responsibility is to ensure that Cortland County remains financially strong for the years ahead.

That means making decisions based on facts rather than assumptions, sustainability rather than short-term fixes, and stewardship rather than expediency.

The Reality We Faced

These realities had consequences.

This Legislature understands that every dollar collected comes from hardworking taxpayers. We recognize the burden that higher taxes place on families, seniors, farmers, businesses, and property owners throughout Cortland County.

For many years Cortland County budgets were held at or below the State tax cap, and this Legislature remains committed to protecting taxpayers whenever possible.

But we also recognized that continuing to postpone difficult decisions or relying on short-term solutions would only make these challenges greater in the future.

We had a choice.

We could continue to push costs into the future, or we could confront today's realities and begin strengthening the County's financial foundation.

We chose the latter.

As a result, the 2026 budget included a 7.4 percent increase in the tax levy, which was not taken lightly.

That choice was not easy. But it was necessary.

The 2026 budget represented an important step forward. It reflected a renewed commitment to building budgets that are structurally sound, fiscally responsible, and designed to preserve essential services while protecting taxpayers, because the people of Cortland County deserve nothing less.

Looking Ahead

The 2027 budget process has just begun and it will not be easy.

Costs continue to rise, mandates continue to grow, and the demand for services continues to increase, which is why this Legislature has made its expectations clear. We will continue to examine every aspect of county government in search of efficiencies and savings.

Nothing is off the table.

This is not about cutting for the sake of cutting. It is about ensuring that every taxpayer dollar provides value to the residents of Cortland County.

Our goal is simple: to minimize the burden on taxpayers while maintaining the essential services our residents depend upon.

Looking ahead, the Legislature will transition from seventeen members to fifteen in 2028 as a result of redistricting. While the size of the Legislature may change, our commitment to the people we serve will not.

Our Responsibility and Our Future

As Chairman, I have often asked two questions.

1. Where do we want to go?
2. What do we want to be remembered for?

I hope this Legislature will be remembered as one that chose vision over complacency. A Legislature that understood that preserving our heritage does not mean resisting the future.

A Legislature that invested in infrastructure, strengthened public safety, supported economic development, expanded opportunities, improved mental health services, and worked to leave Cortland County better than we found it.

Because maintaining the status quo is not a strategy.

We know what happens when communities stop moving forward. We have seen population decline. We have seen businesses leave. And we have seen the pressures on local governments continue to increase year after year.

That is why we must continue to seek new opportunities.

We must diversify our economy. We must expand housing. We must support agriculture and tourism, and we must create an environment where businesses can grow and families can thrive.

Recognizing Our Employees

No discussion about the State of Cortland County would be complete without recognizing our workforce.

Our County employees are the backbone of county government.

Whether serving in Public Works, Social Services, Public Health, Probation, Mental Health, Emergency Response, Information Technology, the Sheriff's Office, Aging Services, or any other department, they provide essential services every day.

Their dedication often goes unnoticed, but their contributions are felt throughout every community in this county.

On behalf of the Legislature, I thank them for their service, their professionalism, and their commitment to the people of Cortland County.

Closing

The State of Cortland County is strong, not because we are free from challenges, but because we continue to face those challenges with discipline, determination, and purpose.

We are farmers and manufacturers. We are educators and healthcare workers. We are first responders, public servants, business owners, volunteers, and neighbors.

We are a county rich in history, blessed with natural beauty, and filled with people who care deeply about their communities.

The future of Cortland County will not be determined solely by forces outside our control. It will be determined by the choices we make together.

And if the last year has demonstrated anything, it is this:

Cortland County's best days are not behind us; they are being built by the choices we make today and the commitment we carry into tomorrow.

Thank you,

Kevin J. Fitch
Chairman, Cortland County Legislature

CORTLAND COUNTY

State of the County Address

2026

Presented by: Kevin Fitch
Chair of the Legislature



COUNTY ADMINISTRATION

**October 2025 Cortland County
welcomed Administrator
Michael Ponticiello**



**Since October, Administration
has focused on building a
stronger foundation for
Cortland County Government**



**Administrator
Rob Corpora
Retired in May
2025**



COUNTY ADMINISTRATION



Improving communication, coordination, and leadership across County Government



Strengthening the systems and processes that support effective public service



Advancing long-term planning tied to fiscal stability, facilities, and county priorities



Building stronger working relationships with departments, municipalities, and community partners



Supporting a more accountable, transparent, and solutions driven County Government

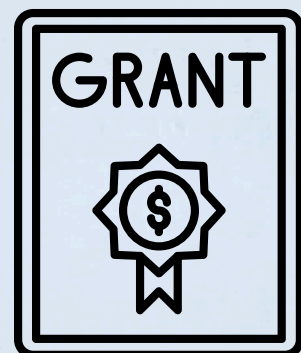
GRANT ADMINISTRATION

A DIVISION OF COUNTY ADMINISTRATION



Morgan Spaulding
Grant Administrator

The County has successfully secured over \$2.3 million in grant funding, which has been instrumental in bolstering infrastructure, operations, technology, and community development projects. This financial support is pivotal in enhancing the overall quality of life for residents and ensuring sustainable growth. The County remains proactive in identifying and pursuing additional funding opportunities at the state, federal, and regional levels to further its initiatives. This strategic approach not only aids in the continuation of critical programs but also supports an increasing volume of grant applications and awards across various departments and municipalities. By leveraging these funds, the County can effectively address community needs, drive innovation, and promote economic development.



KEY PROJECTS & INVESTMENTS

Technology & Cybersecurity Enhancements – secured funding for Laserfiche expansion, cybersecurity improvements, and IT infrastructure upgrades

Shared Services Initiative – secured \$834,000 to improve efficiency and collaboration across County operations

Cortlandville Water Infrastructure Project –\$500,000 awarded for development of a new municipal well to strengthen long-term water reliability and economic development along the Route 13 corridor

Public Safety Support – supported grant efforts providing over \$500,000 to local law enforcement agencies for discovery and pretrial reform implementation

Community Investments – supported grant efforts that enhance recreational assets and quality of life through collaboration with local partners

Brownfield Opportunity Area (BOA) Program – advancing countywide pre-planning to support redevelopment and strategic investment

GRANT ADMINISTRATION

Looking Ahead

- **Continuing to expand grant development efforts to address infrastructure, economic development, and operational needs**
- **Building on partnerships with municipalities, agencies, and organizations to pursue larger and more competitive funding opportunities**
- **Maintaining a strong and active pipeline of grant opportunities to support long-term County priorities**

Economic Development & Community Support

- **Advancing development of an application to NYS Homes and Community Renewal (HCR) for a Microenterprise Assistance Program to support small business growth and entrepreneurship**
- **Supporting infrastructure needs for the Arbor Brook Flats development in the Village of Homer through coordination on a state infrastructure funding application**
- **Assisting municipalities and departments with grant writing, coordination, and required support materials to strengthen overall competitiveness for funding opportunities**



MANAGER OF AUDIT & **FINANCIAL PROJECTS**

PERFORMED AUDITS OF CLAIMS ON APPROXIMATELY \$91.5 MILLION IN DISBURSEMENTS FROM THE COUNTY'S SIGNIFICANT FUNDS.

DISALLOWED DISBURSEMENTS 2020 – 2025 TOTALED APPROXIMATELY \$411,000

ASSISTED WITH THE DEVELOPMENT AND IMPLEMENTATION OF DEPARTMENTAL PAYROLL CERTIFICATIONS REQUIRED TO BE COMPLETED BY ALL COUNTY DEPARTMENTS EACH BI-WEEKLY PAYROLL.

PERFORMED PROCEDURES WITH SEVERAL DEPARTMENTS ACROSS THE COUNTY, INCLUDING REVIEWS WITH WORKFORCE DEVELOPMENT AND ASSIGNED COUNSEL.

CONDUCTED ROUTINE FISCAL REVIEWS WITH THE EXTERNAL AGENCIES CONTRACTED FOR BUSINESS DEVELOPMENT AND THE CODE BLUE PROGRAM.

PERFORMED COMPARISONS OF THE COUNTY'S MANAGEMENT COMPENSATION PLAN AND GENERAL UNION CONTRACT TO THOSE OF OTHER COUNTIES.

ASSIGNED COUNSEL PROGRAM

**1,958 total cases assigned
to the Assigned Counsel
Program**

**\$844,544.12 total reimbursements to the
Assigned Counsel Program toward expenses
incurred by 18-b attorneys, \$440,837.01 of that
was reimbursed from the NYS Office of Indigent
Legal Services**

**Received \$1,089,049.72 in various Grants
and Distributions from the NYS Office of
Indigent Legal Services to help offset the
costs and expenses of the Public
Defender's office**

**1,506 cases were
opened by the Public
Defenders Office**

**PUBLIC
DEFENDER'S OFFICE**

SHERIFF'S DEPARTMENT

2025

2025 Retirees



Investigator Sergeant
Amber Morsch
20 Years of Service



Correction Officer
John Eaton
28 Years of Service

Traffic Tickets Issued

3234

Arrests Made

546

Motor Vehicle Accidents

884

DWI Arrests

61

Criminal Investigations

687

Jail Admissions

399 Total

22.3% (89) Received Local Sentencing

14.8% (59) Transferred to State Custody

68 Inmates housed out of county in other facilities



Sheriff Mark Helms



Undersheriff Chad
Burhans

CORTLAND COUNTY PUBLIC HEALTH

Cortland County Health Department Programs

- Emergency Preparedness
- Early Intervention
- Children and Youth with Special Healthcare Needs
- Pre-K Special Education
- Child Find
- Cancer Services Program
- Healthy Neighborhoods Program
- Injury Prevention & Traffic Safety
- Tobacco Free Zone
- Radon
- Opioid Overdose Prevention (Narcan)
- Cortland County Youth Bureau
- STI Prevention
- Communicable Disease
- TB program
- Immunization
- Lead Poisoning Prevention
- Rabies Control & Response
- Public Health Nuisances
- Temporary Residence
- Vector Surveillance & Control
- Food Service Establishments
- Public Water Supplies
- Individual Water Supplies
- Well Head Protection & Aquifer Monitoring
- Mobile Home Parks
- Pools & Beaches
- Septic Systems
- Children's Camps
- Clean Indoor Act
- ATUPA
- Environmental Assessment Program
- Cooling Towers
- Migrant Farmworker Housing
- Agricultural Fairgrounds



CHILDHOOD LEAD POISONING PREVENTION PROGRAM (CLPPP)

CCHD Nursing and Environmental Health Divisions manage the CLPPP focusing on identification, case management, and environmental intervention of children with elevated blood lead levels.



66.87%

69.7%

-39%

Nursing

Sixteen children were enrolled for case management due to blood lead levels $\geq 5\text{mcg/dL}$. Other program goals include working with healthcare providers to increase lead testing rates among children ages 1 and 2 years old, as well as conducting surveillance and providing education in the community. Lead testing rates for 2025 for children living in Cortland County: 1-year-olds 66.87% and 2-year-olds 69.70%. This is an increase from 2024 testing rates!

Environmental Health

In 2025, the Division recorded 20 childhood lead poisoning prevention referrals, reflecting a 39% decrease from the previous 3-year high of 33 referrals in 2024. This reduction suggests continued progress in early identification, housing interventions and community education efforts.

CORTLAND COUNTY PUBLIC HEALTH

The Cancer Services (CSP)

The CSP provided breast, cervical, and colorectal cancer screenings and diagnostic services at NO COST to people who:

- Live in New York State
- Do not have health insurance
- Have health insurance with a cost share that may prevent a person from obtaining screening and/or diagnostic services
- Meet income eligibility requirements
- Meet age requirements

In 2025, the CSP program provided 77 clients with 99 cancer screenings, and an additional 33 diagnostic services were provided for those who received abnormal results and two breast cancer were diagnosed.

Total of 82 breast and cervical cancer screenings were performed in 2025.



Healthy Neighborhoods Program

Initial Home Visits: 312

The overarching goal of the Cortland County Healthy Neighborhoods Program (CCHNP) is to improve the design and maintenance of home environments to promote health, reduce related illnesses, and reduce fall risks among the most vulnerable populations. Many home safety items are distributed to community members each year. Products distributed cover a wide variety of home safety needs and include: first aid kits, cleaning products, pest traps, mattress covers, night and flash lights, toothbrush/toothpaste, gunlocks, medication lock boxes, and child safety items (to name a few). Other products distributed included:

- Fire Extinguishers: 179
- Smoke Detectors: 342
- Carbon Monoxide Detectors: 319
- Baby Gates: 88
- Child Safety Items: 3,700
- Radon Kits: 150



CORTLAND COUNTY PUBLIC HEALTH

INJURY PREVENTION AND TRAFFIC SAFETY

In 2025, the focus on Injury Prevention and Traffic Safety activities was paramount in Cortland County.

Highlights included:

- 106 Traveling Tot appointments were held in which parents were educated on the correct use and installation of a seat.
- Engaged with seniors at various senior centers throughout the county about safe driving considerations and accommodations
- Collaborated with the Municipalities in Cortland County, on a bike helmet event to promote helmet use among cyclists, emphasizing injury prevention and safe riding practices.
- Developed and implemented the Learn to Ride Program, teaching young children how to learn to ride a bike in a 45-minute session.
- Developed the Cortland Youth Bike Initiative, (CYBI)- Forty-eight gently used bikes were distributed through our CYBI program to young people who may need transportation or just a way to get physical activity.
- Collaborative car seat events with CAPCO, Sales Day in Cincinnatus, local day care agencies and Dr. Djafari Pediatrics, provided opportunities for education, inspection, and distribution of car seats to ensure proper installation and usage.
- Bike Rodeo's held in McGraw, Marathon, Scott, Cincinnatus and the City of Cortland this allowed for hands-on bike safety education and skills development for children.



Public Health
Prevent. Promote. Protect.

Cortland County Health Department



CHILDREN & YOUTH WITH SPECIAL NEEDS CARE

The Children and Youth with Special Health Care Needs program (CYSHCN) is an education and referral service for children birth to 21 years old.

- Children served: 64
- Received new five-year grant and program goals
- Maintained the online Community Resource Guide
- Distributed quarterly newsletters to schools and daycares, sharing information about relevant local trainings and resources
- Posted the weekly Parent/Youth Calendar featuring local, family-friendly events and training opportunities for parents and youth.
- Increased outreach by meeting with community partners, providing presentations, and participating in an interview on our local radio station



Denise Bushnell retired in 2025 after returning to service in 2021



Nicholas Lundberg was appointed as Deputy County Coroner in 2022, he was voted in to take place of Denise as County Coroner to begin in 2026 upon her retirement



Bryan Riccardi has been a County Coroner since 2021



**Investigated 79 unattended deaths
30% went for further investigative autopsies
of which One (1) was a homicide**

DEPARTMENT OF SOCIAL SERVICES



The Child Care Assistance Program (CCAP), which provides daycare funding to eligible families, served an average of 193 families each month. Despite unstable funding from NYS, we avoided implementing a waiting list or closing cases.



Thirty-six children left foster care to return to parents, reside with another family member, or to be adopted.

•Of the 63 children in family foster homes, over 43% were in homes of relatives who became certified to care for them.



•Created an internal work group of employees to identify and address safety and security concerns within the control of our department to enhance employee morale.

•Managed the emergency housing needs of over 470 cases that presented as homeless to the Department. Pursued development of our homeless housing team by planning to add eligibility staff to enhance coordination and service coordination for those placed in motels.

•Provided Code Blue warming center services to approximately 300 individuals (Oct. 2025 – Mar. 27, 2026)

•Authorized and issued over \$12.6 million in Supplemental Needs Assistance Program (SNAP) benefits and \$2.2 million in Home Energy Assistance Program (HEAP) benefits to Cortland County residents.

•Authorized disbursements of \$4.6 million in Child Support payments to custodial parents.

•Investigated 887 Child Protective Services reports and 67 Adult Protective reports.

•Despite experiencing increasing expenditures related to mandated program benefit and care costs, we ended the year on target with budgeted county expenses.

•Updated the indigent burial policy to provide this essential service in the most cost-effective manner.

PERSONNEL/CIVIL SERVICE DEPARTMENT

- Negotiated County Police Association of Cortland (CPAC) labor contract
- Transitioned to new web-based personnel roster management system (EGov)
- Implemented Medicare Advantage Plan
- Increased civil service education to municipalities



21 Retirements
54 Resignations
104 New hires



- Continued creating standard procedures
- Began implementation of Laserfiche software to improve work flow and decrease paper usage
- Began SHRM certification process for staff members
- Made many payroll operational changes in preparation for transition of payroll function to the Finance Department

Serving Cortland County through an integrated public safety system



Unified Operations: 911 Communications, Fire Coordination, EMS Coordination & Emergency Management working as one coordinated network

Technology-Driven Response: Implementation of RapidSOS Unite, Emergency Fire Dispatch (EFD) protocols, AI-supported call handling, transcription, and analytics

Training & Leadership: Regional Training Center supported 5,400+ participants, representing all 62 NY counties and national partners

Community Engagement: Public education, 911 center tours, Smart911 alerts expansion, and StormReady County renewal

People First: Recognition of staff excellence, lifesaving actions, and continued investment in professional development

Focused on the Future: 2026 initiatives prioritize communications infrastructure upgrades, responder safety, accreditation, and countywide system improvements

High-Volume, High-Performance: 96,721 calls handled with an average 911 answer time of 5 seconds and EMS dispatch in 1:24

DEPARTMENT OF
**EMERGENCY RESPONSE
AND COMMUNICATIONS**

BOARD OF ELECTIONS

ELECTIONS ADMINISTERED:

SCHOOL DISTRICTS (4) IN MAY

CORTLAND CITY SCHOOLS RE-VOTE IN JUNE

**GENERAL ELECTION IN NOVEMBER FOR COUNTY
JUDGE, COUNTY CORONER, AND 57 OTHER
ELECTED POSITIONS ALONG WITH 1 PROPOSITION**

VILLAGE ELECTIONS (3) IN NOVEMBER

ELECTRONIC POLL BOOK GRANT:

**PURCHASED 45 POLL PADS THAT WILL BE
USED AT THE POLL SITES TO CHECK IN
VOTERS**



**HOSTED TRAINING FOR ACCESS TO
INDEPENDENCE TO LEARN ABOUT AND
EXPERIENCE ACCESSIBLE VOTING**



**GENERAL ELECTION GRANT:
PURCHASED A NEW SERVER TO BE USED
FOR OUR VOTER REGISTRATION SYSTEM**

VOTE BY MAIL GRANT:

**RECEIVED \$11,000 TO BE USED ON
POSTAGE AND MAILING TOOLS**

REAL PROPERTY TAX SERVICES

This Agency has many functions and duties, which include, but are not limited to:

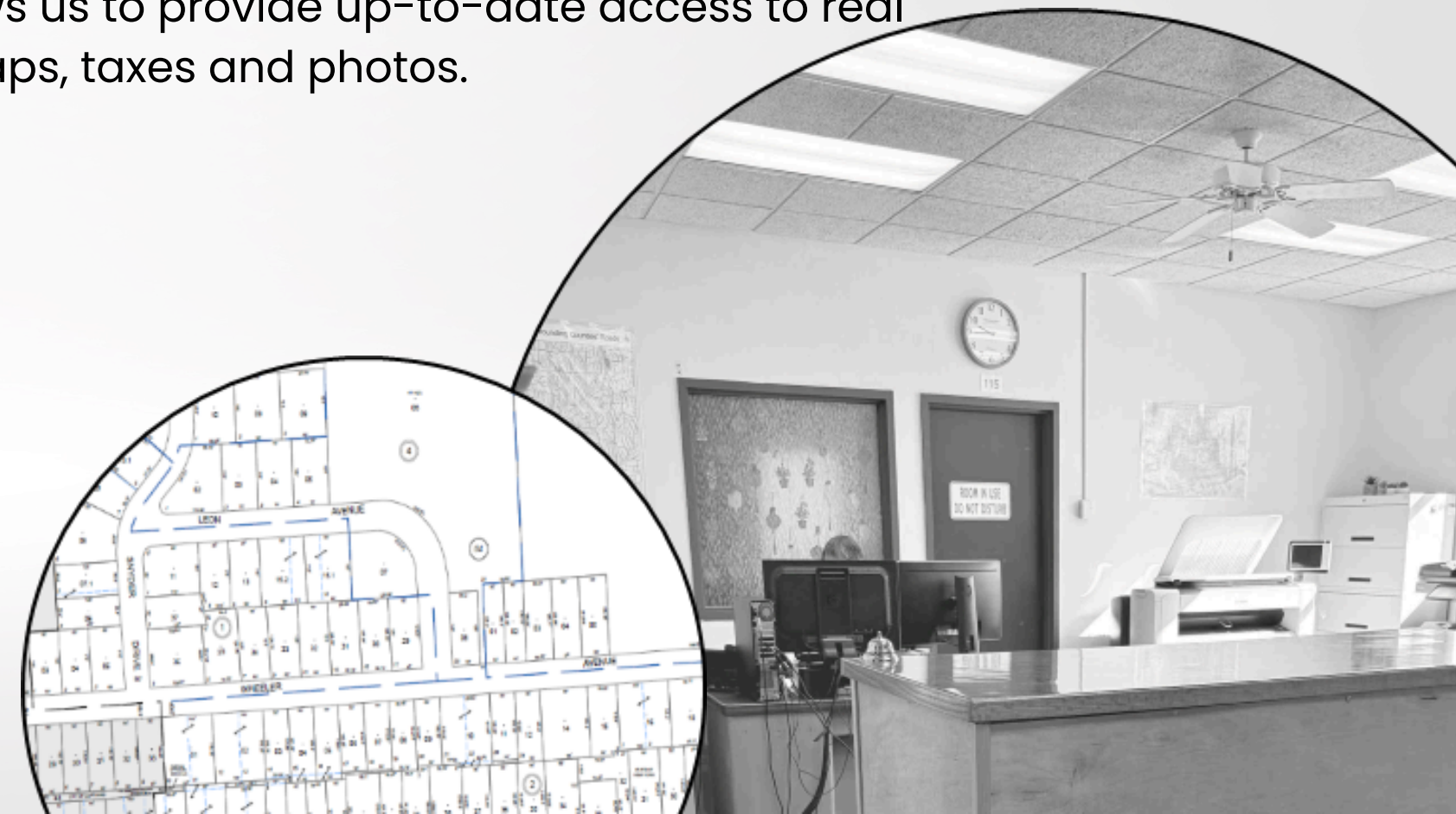
- o Production and maintenance of tax maps that serve as base maps for Geographic Information Systems (GIS)
- o Providing training for Assessors & members of the local Boards of Assessment Review
 - o Managing Escrow accounts for municipalities
 - o Processing & Printing Town/County/School/Village tax rolls and bills
- o Processing applications for Correction of Errors on town, county, school and village tax rolls
- o Acting liaison between the State and Local Government on property tax administration
- o Providing assistance to the public regarding real property tax matters

2025 Highlights Include:

- o Moved offices from Room 131 to Room 115 on the first floor of the County Office Building.
- o Our Tax Map Technician retired after 25 years of outstanding service to the public.
- o Replaced Image Mate Online with Beacon. This service allows us to provide up-to-date access to real property information, including deeds, maps, taxes and photos.

2025 in Numbers:

- o Created 39,123 tax bills
- o Processed 1,475 sales (our second highest year ever)
- o Created 44 new parcels and 2 new neighborhood subdivisions
- o Maintained 23,090 parcels
- o Generated \$45,436.32 in revenue
- o Created 676 sales cards
- o Trained 11 BAR members



DEPARTMENT OF **PUBLIC WORKS - HIGHWAY DIVISION**



**Merged the Highway, Buildings & Grounds, and Weights & Measures Departments into
The Department of Public Works**

16 Miles of Pavement

Cold Brook Road, Lower Cincinnatus Willet Road, Union Valley Road, Cheningo Road & Highbridge Spur Road

**26 Miles of road
surface treatments**



**1055 Linear feet of cross
culvert pipes installed in
County roads**



Poured sidewalks
at 111 Port Watson
and paved new
parking lot



Partnered with Cortland County Soil & Water to replace the West Scott Grout Brook box culvert. Engineer estimate \$1.5 Million, in house completion \$650,000



HIGHWAY DIVISION



Courthouse West Stairs
Engineer estimate \$400,000, in
house cost \$81,000.00



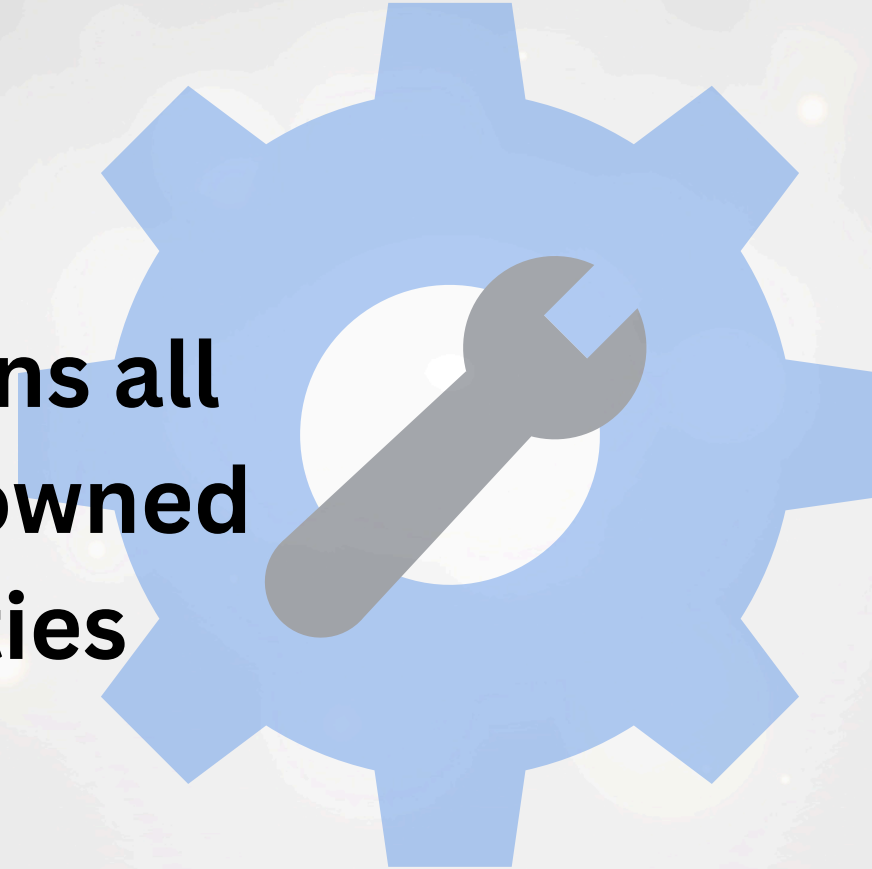
Dwyer Memorial Park
playground. Estimate
from \$128,000 -
\$162,000, In-house
cost \$64,200



DIVISION OF BUILDINGS & GROUNDS



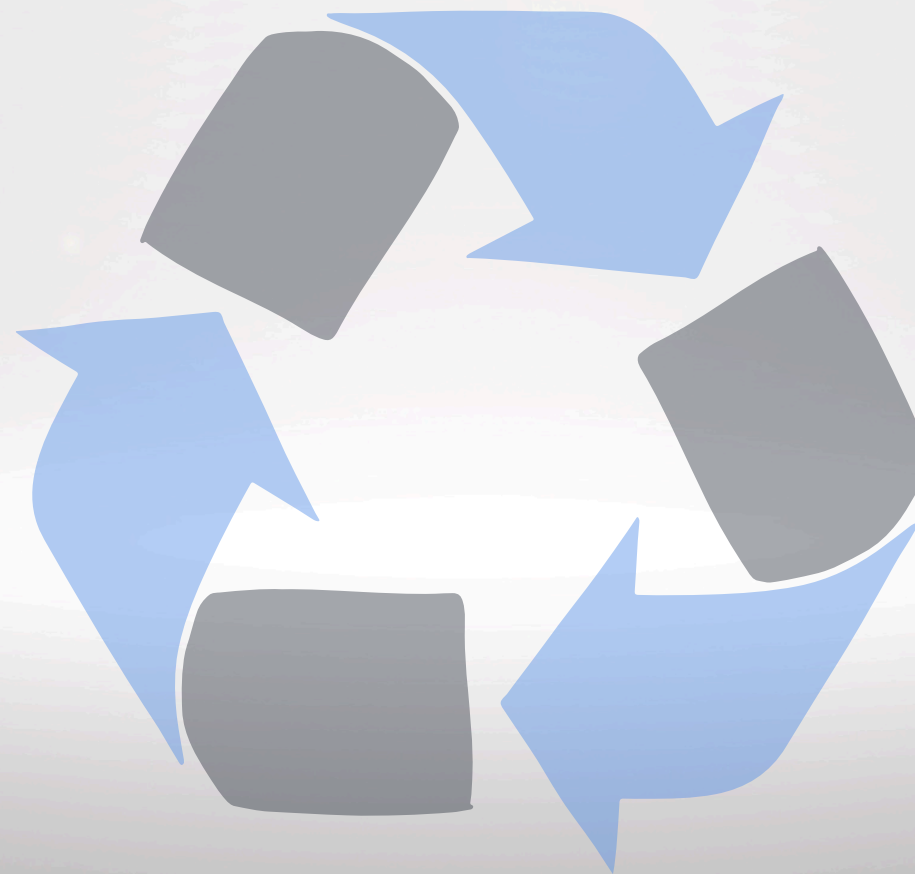
**Maintains all
county owned
facilities**



**Processed 1,853 Residential
Permits & 164 Business-
Commercial Permits**

**Hauled 11,098,500 gallons
of leachate to the waste
water treatment plant**

**DIVISION OF
SOLID WASTE**



DIVISION OF **WEIGHTS & MEASURES**

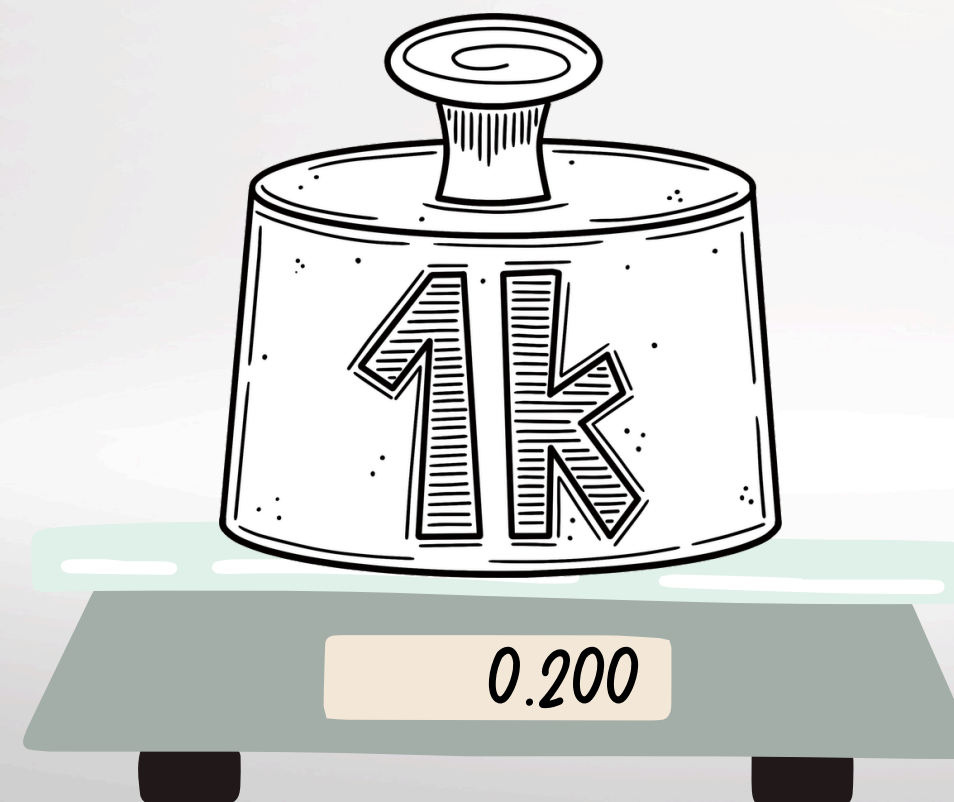
- **Enhanced Inspection Protocols:** Standardized procedures and digital recordkeeping have improved consistency, reduced errors, and increased inspection throughput.
- **Technology Integration:** Introduced mobile inspection software and data tracking systems, allowing real-time reporting, improved documentation accuracy, and faster response times.
- **Safety Initiatives:** Updated field protocols, particularly for fuel system inspections and roadside operations, reducing risk to myself and the public.
- **Public and Business Outreach:** Improved communication and guidance with local businesses to reduce repeat violations.



Chris Holl

Director of Weights & Measures

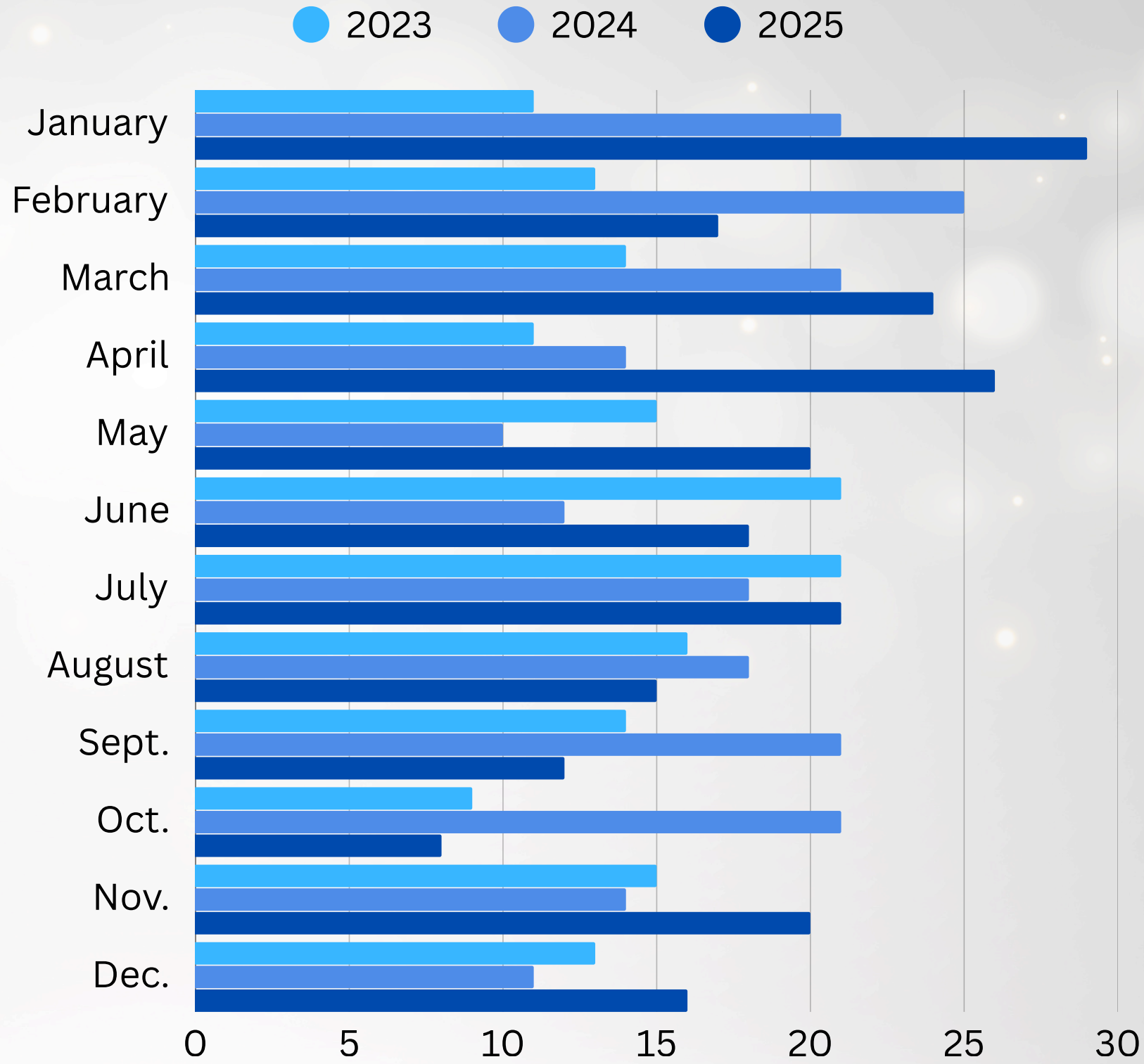
As Director of Weights and Measures, I oversee the administration and enforcement of laws and regulations designed to ensure equity and accuracy in all commercial transactions involving weights and measures. This includes the inspection, testing, and certification of commercial weighing and measuring devices such as fuel pumps, retail scales, and timing devices, as well as monitoring the accuracy of packaged goods and commodities sold by weight, measure, or count.



DEPARTMENT OF MENTAL HEALTH

In 2025, the Mental Health Department navigated a period of transition, marked by a continued focus on professionalism, system alignment, and staff support. Emphasis has been placed on strengthening communication across teams. Operationally, the department has adapted to evolving system demands, including funding complexities and integration efforts across mental health and substance use services. Throughout these changes, staff have remained committed to high-quality service delivery, collaboration, and supporting one another through challenges, reinforcing a shared goal of providing responsive and effective care to the community.

CRISIS APPOINTMENTS 2023-2025



- **FAMILY SUPPORT SERVICES: 65 UNDUPLICATED INDIVIDUALS SERVED**
- **HORIZON HOUSE DAY TREATMENT: 43 UNDUPLICATED INDIVIDUALS SERVED**
- **CLINIC: 1,130 TOTAL CLIENTS SERVED**
 - **15,424 TOTAL SESSIONS FOR THE MENTAL HEALTH CLINIC**
 - **5,149 WERE COMPLETED THROUGH TELEHEALTH OPTIONS**
 - **420 NEW ADMISSIONS/ 559 DISCHARGES**

DEPARTMENT OF MENTAL HEALTH

Specialized trainings:

- In 2025, the Mental Health Department focused on staff development that supported the current needs of operations and our community:
 - 6 staff were trained in the New York State Office of Mental Health Disaster Mental Health training. Disaster mental health involves providing psychological support, psychological first aid (PFA), and behavioral health services to individuals and communities impacted by natural or human-caused disasters. This training is designed to align our community with a holistic response to a potential disaster.
 - 4 Clinicians were trained in effective group facilitation skills. This is a requirement for the New York State Office of Mental health Quality Improvement Project. It allows for our department to create more group opportunities to better serve our community's mental health needs.
 - 2 staff participated in the free Care Compass Network trainings, one was for Experienced Leadership Training and the other was for New and Emerging Leadership Training. This training consisted of 6 sessions that focused on leadership development, building connection, communicating effectively and time management skills.
 - 5 Clinicians completed training in Eye Movement Desensitization and Reprocessing (EMDR), bringing the total number of trained clinicians working at Cortland County Mental Health Department to 10. This expansion enhances our capacity to provide evidence-based trauma treatment, further supporting the mental health needs of our community.
 - Cortland County Mental Health is committed to providing education on NARCAN administration to both staff and community members at no cost. In 2025, 4 individuals were trained, 2 group trainings were held, 6 Narcan kits were provided. The program is an important part of treatment for self or others. It offers another avenue for patients to seek these rescue treatments in a private and safe setting. We provide written education to ensure proper understanding of the importance of the overdose situation, as well as administration of medication, along with the medication itself.



OFFICE OF VETERANS SERVICES

SERVED MANY VETERANS ON A DAILY BASIS FILING CLAIMS FOR HEALTH BENEFITS, SURVIVORS PENSION , DIC, AND VETERAN DISABILITY COMPENSATION, AND ANSWERING GENERAL QUESTIONS ABOUT VETERAN BENEFITS.

TOOK VETERANS AND THEIR FAMILY'S TO THE SAMPSON MEMORIAL AND AIR FORCE MUSEUM

WE HELD 4 CANTEENS (LUNCHESES) AT VARIOUS LEGIONS IN CORTLAND COUNTY SERVICED 60-80 VETERANS AND THEIR FAMILIES AT EACH OF THEM

TABLED AT THE CORTLAND AMERICAN LEGION'S VETERANS RESURCE FAIR, ALSO TABLED AT SENATOR LEA WEBBS VETERANS FAIR, AND TABLED AT CONGRESSMAN JOHN MANNION'S SENIOR EVENT IN HOMER NY

HELD MULTIPLE PROFESSIONAL DEVELOPMENT TRAININGS FOR VETERANS GOING OVER DISABILITY CLAIMSS, TAXES STATE AND FEDERAL DISCOUNTS AND HELPED VETERANS WITH COMPUTER LOGGINS AND ID.ME LOGINS FOR THEIR GOVERNMENT ACCOUNTS

ATTENDED THE POW/MIA WATCH FIRE AT MYERS PARK IN LANCING, AND ALSO AT THE LIVING HYSTORY MUSEUM IN HOMER NY

HAD A TOUR AT THE VETERANS HOME IN OXFORD WITH 25 VETERANS AND SPOUSES

HELD TWO MOVIE NIGHTS AT THE CORTLAND MOVIE THEATER FOR VETERANS AND THEIR FAMILIES, A FAMILY MINI GOLF AT SHIPWRECK IN CORTLAND, THEN LUNCH AT THE A&W, AND A TUBING AND HIGH ROPES COURSE AT GREEK PEAK W/ LUNCH AT BOTH

**Winner of the
2025 Holiday Cup!**



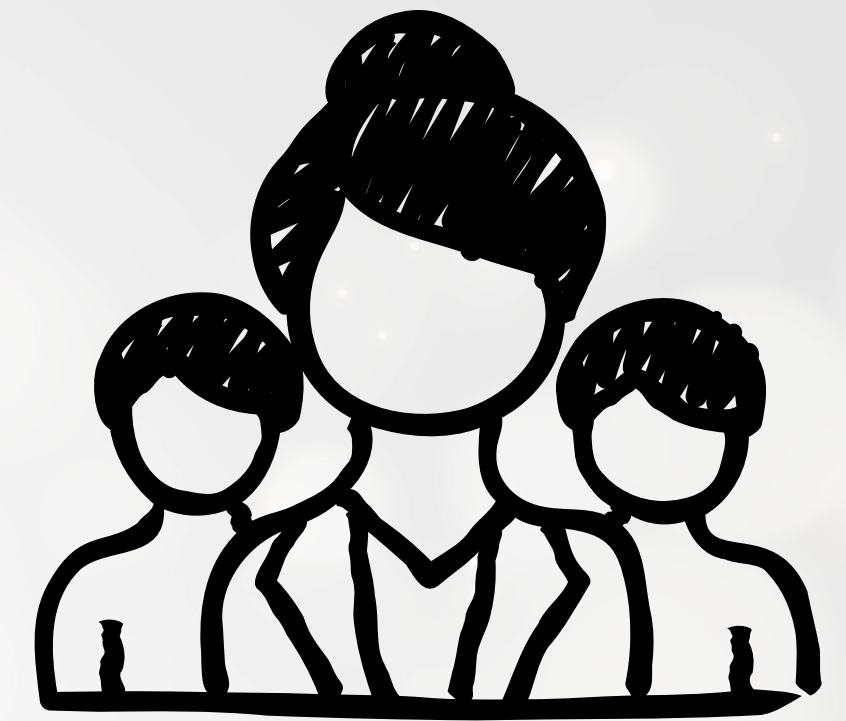
CORTLAND COUNTY OFFICE FOR AGING

THE MISSION OF THE CORTLAND COUNTY OFFICE FOR AGING IS TO EDUCATE, EMPOWER, AND ENRICH THE QUALITY OF LIFE FOR ALL OLDER ADULTS AS WELL AS INDIVIDUALS WITH DISABILITIES IN CORTLAND COUNTY. THE OFFICE FOR AGING ENSURES AN INCLUSIVE SYSTEM THAT PROMOTES SERVICES, WHICH PROVIDE MAXIMUM INDEPENDENCE AND DIGNITY FOR OLDER ADULTS, FAMILIES AND CAREGIVERS.

THE OVERALL GOAL IS TO HELP OLDER ADULTS AGE IN PLACE SUCCESSFULLY AND REMAIN AS INDEPENDENT AS POSSIBLE FOR AS LONG AS POSSIBLE IN THEIR HOMES AND COMMUNITIES OF CHOICE.



CORTLAND COUNTY OFFICE FOR AGING



- Congregate Meals: 3,673 meals were provided to 328 unduplicated clients, fostering community and nutrition.
- Home Delivered Meals: 66,566 meals were delivered to 351 unduplicated clients, ensuring those unable to leave home receive proper nourishment.
- Health Insurance Information and Assistance Counseling (HIICAP) Beneficiary Contacts: 1,877 contacts served 1,077 unduplicated clients. The office is the only NYS Certified Medicare Counselors in Cortland County, with 441 unique individuals receiving assistance during the Medicare Annual Open Enrollment Period from October 15th to December 7th.
- Senior Center Activities: 2,055 recreational and educational activities engaged 242 unduplicated clients.
- Health Promotion Classes: 104 older adults participated, enhancing health literacy and well-being.
- Case Management: 2,515 hours were dedicated to 399 unduplicated clients and caregivers, providing personalized support.



- Aide Service and Respite: 5,301 hours were offered to 58 unique individuals, supporting caregivers and those in need.
- Home Accessibility and Safety: 58 older adults received assistance through the Handyman and/or Make-a-Ramp program, improving home accessibility and safety.
- HEAP Applications: 528 applications were processed, aiding older adults with home energy assistance.
- Senior Farmers' Market Coupons: 1,304 coupons were distributed, promoting access to fresh produce.
- Information & Assistance Contacts: 23,495 interactions provided guidance and support to individuals by OFA and NY Connects staff.
- Food Pantry Meals: 8,979 meals were distributed to 391 households, addressing food insecurity.
- Transportation Services: 3,214 trips served 92 unduplicated clients, facilitating mobility and independence.
- Caregiver Support: 214 caregivers received support and assistance, easing the demands of caregiving.
- Volunteer Contributions: 80 volunteers donated 4,145 hours of service, demonstrating community commitment and involvement.

EMPLOYMENT & TRAINING GRANT ADMINISTRATION

CAYUGA CORTLAND WORKFORCE DEVELOPMENT BOARD

TRAINING PROGRAMS SUCCESSFULLY COMPLETED IN 2025: 10

- **CDL (5)**
- **Welding (3)**
- **LPN (2)**
 - **Our welding student is featured on the cover of the OCM BOCES Fall-Winter catalog**

STUDENTS WHO BEGAN TRAINING IN 2025 AND ARE STILL ENROLLED OR COMPLETED IN 2026: 5

- **Chemical Dependency Counseling (1)**
- **Welding (2)**
- **LPN (2)**

7 DIFFERENT AREA TRAINING PROVIDERS FUNDED:

- **OCM BOCES**
- **Cayuga-Onondaga BOCES**
- **TST BOCES**
- **BT BOCES**
- **160 Driving Academy**
- **TC3**
- **SAGE Trucking (before they closed)**



TOTAL VISITORS CALENDAR YEAR 2025: 4,316

TOTAL VETERANS SERVED: 41

WE HAD 68 SUMMER YOUTH

EMPLOYMENT PROGRAM

PARTICIPANTS ACROSS 26

COMMUNITY WORKSITES

22 ACTIVE STEP1 PARTICIPANTS IN 2025

8 UN-ENROLLED IN 2025, OF THOSE 8, 5 WERE HIRED

OF THE 14 ACTIVE PARTICIPANTS THAT REMAINED ENROLLED:

- **12 PARTICIPATED IN WORK EXPERIENCES THAT HELPED THEM FIND EMPLOYMENT.**
- **2 ARE CURRENTLY CONTINUING THEIR WORK EXPERIENCES INTO 2026**
- **2 FOUND UNSUBSIDIZED EMPLOYMENT WORKING AT THE WORKSITES THEY HAD EXPERIENCES AT**
- **10 FOUND UNSUBSIDIZED EMPLOYMENT IN THEIR AREAS OF INTEREST**
- **2 MOVED OUT OF STATE TO PURSUE THEIR GOALS**



EMPLOYMENT & TRAINING GRANT ADMINISTRATION

CAYUGA CORTLAND WORKFORCE DEVELOPMENT BOARD



We hosted the 2025 High School Opportunity Fair, in partnership with the Street Beaters group and SUNY Cortland. We hosted 14 different school districts who brought approximately 385 students to visit with 80 employers from across the CNY region. The students were able to participate in interactive activities at the event that allowed them to experience what each employer offers and if they might be interested in that career field.



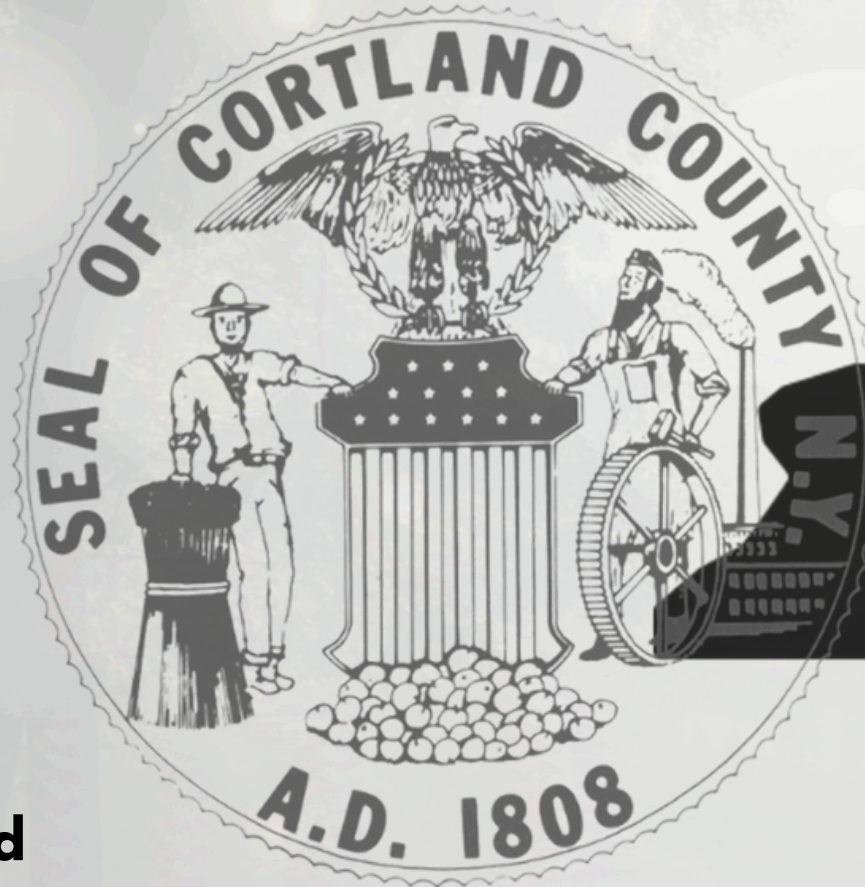
The Workforce Development office worked with the County Planning Department on the County Strategic Development Plan and after several months of community meetings, there has been a final draft of the Strategic Development Plan for the county, which will help facilitate future projects that will benefit the county in the planning, development of economic and workforce projects.

CAYUGA • CORTLAND
WDB

CORTLAND COUNTY PLANNING DEPARTMENT

Mission

The County Planning Department serves the community, agencies and local governments through planning, strategic partnerships, and community-driven solutions. We aim to ensure that the County's resources enhance the quality of life for all by guiding development, land use, and community design in an effective and equitable manner that also protects our natural environment.



Vision

Strive to be a trusted advisor and strategic partner in proactively identifying opportunities and participating in solutions that shape a vibrant, resilient and sustainable future for Cortland County.



Trisha Hiemstra, PE
Director
of Planning



Melissa Potter, MPH
Mobility
Manager



Chris Jankus
GIS
Planner



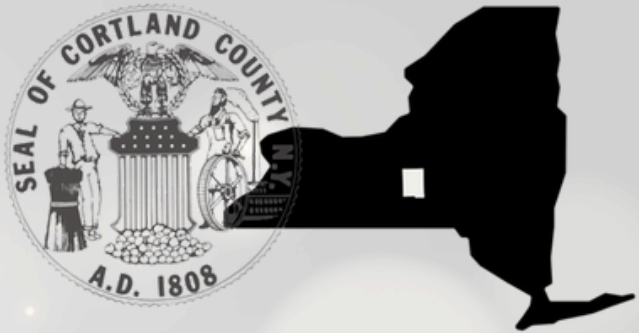
Lillian Jensen
Mobility
Coordinator



Jessica Leet
Executive
Administrative Officer



Scott Hourigan
GIS
Planner



Quick Statistics



19 municipalities supported county wide



100+ GML §239 Reviews completed annually



65+ community meetings and outreach events coordinated each year



50+ GIS mapping requests completed annually



10+ regional and state partnerships maintained (Southern Tier 8, CNYRPDB, NYSERDA, ESD, BDC/IDA, etc.)

2025 Current Key Programs & Initiatives

Housing Needs Assessment (2025-2026)

Comprehensive, data-driven evaluation of housing trends, gaps and opportunities

Solar Task Force

Coordination of renewable energy initiatives and creation of a model solar law template

Mobility & Accessibility Plan (2026-2029)

Framework for improving multi modal transportation and accessibility across the County

Elevate Cortland Strategic Plan (2025-2030)

Countywide strategy guiding growth, development, and investment priorities.

CORTLAND COUNTY

MOBILITY MANAGEMENT



2025 hosted a significant change for Mobility Management as Cortland County **transition the public transportation service from a third party operator to the Central New York Regional Transportation Authority (Centro) beginning on March 31, 2025.** This change allowed Cortland to preserve and enhance access to affordable public transportation.



Melissa Potter, MPH
Mobility Manager



Lillian Jensen
Mobility Coordinator

In addition, Mobility Management **completed the National Aging and Disability Transportation Center (NADTC) planning grant** focused on identifying transportation challenges and gaps in access for older adults, individuals with disabilities, and their families and caregivers.

The team went right into implementation and actions identified in the plan including applying for various grants to pursue funding to address gaps in the public transportation service, focused specifically on areas of social determinates of health.

The team also identified the need and took immediate action with regards to extensive outreach and education.



CORTLAND



County Housing Needs Assessment

How to Use This Report

This report will be intended to support decision-makers, community leaders, housing providers, and residents as they work to better understand housing conditions in Cortland County and identify opportunities for improvement.

It will be organized into three sections that examine current housing conditions, analyze emerging trends, and present strategies that communities can use to support housing development and affordability.

Part 1 Conditions & Affordability

This section will examine the current housing landscape in Cortland County, including housing supply, affordability, demographic trends, and market conditions. The analysis will help establish a clear understanding of the county's existing housing challenges and opportunities.

Part 2 Future Needs & Demand

This section will explore trends that may influence housing demand in the coming years, including population changes, household growth, aging residents, and workforce needs. These trends will help identify the types and quantity of housing that may be needed in the future.

Part 3 Building a Path Forward

This section will highlight strategies and tools that communities can consider to address housing needs across Cortland County. It will focus on practical actions, partnerships, and policy approaches that can support housing development and affordability.



Cortland County Solar Local Law Template

It is not recommended for municipalities to use the Solar Local Law Template 'as is'; rather, it was created as a resource for advising local governments when adopting solar local laws.

This Solar Local Law Template is not intended for adoption exactly as it is written. It is intended to be **advisory only**, and users should not rely upon it as legal advice. A municipality is not required to adopt this Local Law Template. Municipal officials are urged to seek legal advice from their attorneys before enacting a solar law. Municipalities must carefully consider how the Solar Local Law Template language may be modified to suit local conditions, their comprehensive plan, and existing zoning and land use regulations and zoning provisions.

The Solar Local Law Template is intended to be an "all-inclusive" ordinance that facilitates a thorough review of all aspects of solar energy systems under typical zoning and land use regulations, including the State Environmental Quality Review Act.

As they review this Solar Local Law Template, municipalities are encouraged to examine their local laws and regulations and the types, size and number of solar energy projects proposed. Local governments should adopt a local law that regulates solar energy development in a way that makes the most sense for each municipality, removing, modifying, or adding provisions as appropriate.

Cortland County Planning Department
60 Central Ave.
Cortland, NY 13045
607-753-5043
Planning@CortlandCountyNY.gov

micron



Empire State
Development

CORTLAND COUNTY CALL FOR INFRASTRUCTURE PROJECT PROPOSALS

Funding Supports:

- Housing creation
- Economic development
- Placemaking
- Tourism and visitation



Scan to Submit
Your Letter of Interest

LOI Link: <https://arcg.is/OWGW0u1>

OFFICE OF THE COUNTY ATTORNEY



The County Attorney is required by County Law §501 and serves as the legal advisor to the County Legislature and every officer whose compensation is paid from County funds in all matters involving an official act of a civil nature. As such, the Office of the County Attorney prosecutes or defends in all civil actions/proceedings brought by or against Cortland County or its officers. The office is also the home of the Safety Director.

OFFICE OF THE COUNTY ATTORNEY



Victoria J. Monty, Esq.
County Attorney



Jeri A. DuVall, Esq.
Chief Assistant County Attorney

Victoria was appointed County Attorney in April 2022. In this role, she holds overall accountability for the operations of the office and provides strategic leadership and guidance to her team. She also oversees the Safety Director and the County's safety-related reporting functions. Despite operating with a reduced staff in 2025 due to two (2) unfunded positions, Victoria's leadership enabled the office to not only sustain productivity but surpass prior performance, completing the review and/or drafting of nearly 30 more contracts than the previous year. Throughout 2025, she managed a substantial and increasingly complex portfolio of legal matters, including 29 Notices of Claim, 5 ERPO applications, 4 Return of Firearms applications, 5 Habeas Corpus applications, 6 FOIL appeals, and 20 newly filed lawsuits. In addition to these new matters, Victoria continued oversight of active litigation in both State and Federal courts. The year also required coordinated efforts with County leadership to address a high-risk operational issue, sustained engagement in critical negotiations, and support for several major projects --- all while meeting the ongoing daily responsibilities of the County Attorney.

Jeri has served as Chief Assistant since August 2024 and has been with the office since 2020. She is primarily responsible for the prosecution of all Family Court proceedings, including PINS, Juvenile Delinquency matters, and Violations of Probation involving respondents placed on probation after having failed to meet child support obligations. In 2025, her caseload included 11 PINS cases, 28 JD cases, and 1 Probation Violation, resulting in the preparation of 82 Family Court orders. In addition to her Family Court responsibilities, she reviews and/or drafts contracts, conducts legal research and advises Departments and the Legislature on various legal matters assigned to her by the County Attorney.



Nicole M. Compton
Executive Assistant
to the County Attorney

Nicole was promoted to the position of Executive Assistant to the County Attorney in January 2025 and has been a valued member of the office since 2022. She serves as the primary point of contact for visitors and callers, ensuring a professional and welcoming first impression of the office. She is responsible for tracking the 392 contracts reviewed and/or drafted by the office in 2025 and supports the attorneys by monitoring and organizing the wide range of matters that come before them, including scheduling and case-related coordination. She also provides essential support to the Safety Director by entering all Incident/Accident/Threat Reports into the County system --- 151 reports in 2025 --- and by preparing meeting minutes and related documentation.

Jason has served as Safety Director since June 2024 and during his tenure, he has completed Code Enforcement Training, established an annual in-person confined space training for employees, and improved reporting of incidents, accidents, and threats. He has consistently demonstrated a collaborative, solutions-focused approach that prioritizes the safety of County employees and visitors. Through his engagement with PERMA, he successfully secured more than \$10,000 in funding for safety equipment, further strengthening the County's safety infrastructure.



Jason E. DeRaiche
Safety Director



OFFICE OF THE

CLERK OF THE LEGISLATURE

13

Local Laws

2

Home Rule Requests

307

Resolutions

11

Regular Legislative
Sessions

5

Special Legislative
Sessions



LEGISLATIVE SUPPORT

Agendas, minutes, resolutions, public hearings, and official records



COMMUNICATIONS & PIO

Press releases, public notices, social media, website, and community engagement



WEBSITE MANAGEMENT

Keeping residents informed with accurate, timely, and accessible information



FOIL OFFICER

Managing FOIL requests and promoting transparency and open government



DEPARTMENT SUPPORT

Answering questions, assisting with daily tasks, and supporting county operations

Completed the conversion from Minute Traq to Civic Clerk Agenda Meeting Management Software

Historical Data Transfer into Laserfiche done in house saving thousands of dollars for the County

CORTLAND COUNTY LEGISLATURE



Front Row: Michael Ponticiello, County Administrator; Mitchel Eccleston (LD 17); Eugene Waldbauer (LD 13); Joseph Nauseef (LD 12); Ronald VanDee (LD 4); Christopher Newell (LD 11); Sandra Price, Minority Leader (LD 14); Dominick Mantella (LD 6); Savannah Hempstead, Clerk of the Legislature

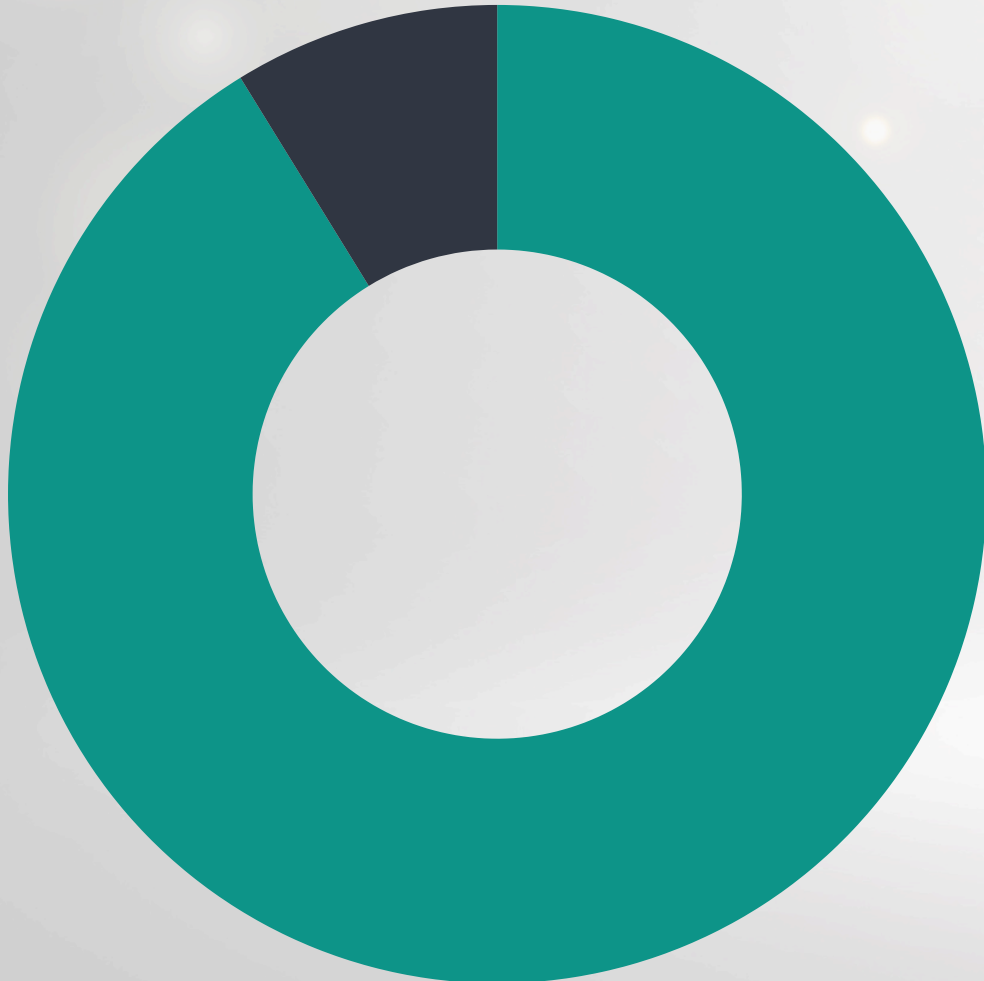
Back Row: Victoria Monty, County Attorney; Douglas Bentley (LD 1); Reed Cleland (LD 10); Cathy Bischoff (LD 3); Beau Harbin (LD 2); Linda Jones (LD 9); Kevin Fitch, Chairman of the Legislature (LD 8); Jason Prentice (LD 5); William McGovern (LD 15); Paul Heider, Majority Leader (LD 16); Keith VanGorder (LD 7); Ashley Millard, Deputy Clerk of the Legislature

307

adopted resolutions in 2025

91%

unanimously approved
8.8%



Unanimous
91.2%

Legislative Leadership

Kevin Fitch, Chairman (LD 8)

Paul Heider, Majority Leader (LD 16)

Sandra Price, Minority Leader (LD 14)



Thank you for your continued support of Cortland County.



A top-down view of a desk with a laptop, a pen, glasses, paper clips, and a plant.

THANK YOU

VISIT US

www.cortlandcountyny.gov



Believe 31

On behalf of Believe 31, we would like to sincerely thank everyone for allowing us the opportunity to attend this evening's meeting and provide an overview of the mission and work of Believe 31.

We truly appreciate your time, attention, and continued support of our efforts to serve the fire service community.



Believe 31

Believe 31 Representatives

Pat Quinn:

Believe 31 – Vice President

ESIP – Vice President of Business Development

Erica Stach:

Believe 31 – Team Member



Believe 31

Believe 31 is a 501c3 non-profit organization which consists of emergency personnel (Firefighters, Fire Commissioners, EMS, Auxiliary) and members of the community.

This group is dedicated to assist those battling cancer or other life-threatening illnesses with awareness, emotional and financial support.



Believe 31

Our Mission

1. Provide emotional, financial and resource support to those battling cancer or other life-threatening illnesses.
2. Promote awareness of cancer risk and prevention
3. Partner with medical facilities and businesses to offer low or no-cost screening to our members



Believe 31

Executive Board

- President: Jon Barrett (Cicero F.D.)
- Vice President: Patrick Quinn (ESIP)
- Secretary: Nicole Virag (Southwood F.D.)
- Assistant Secretary: Heidi Feathers (Southwood F.D.)
 - Treasurer: Martin Pine (Bridgeport F.D.)
- Assistant Treasurer: Karen Nicholas (Cicero F.D.)



Believe 31

Board of Directors

- Anthony Blackwell (ESIP)
- Tom Bouvia (Southwood F.D.)
- John Carnowski (Nedrow F.D.)
- Chris Centner (Caughdenoy F.D.)
- Joanna Harp (Southwood F.D.)
- Paul Knierman (East Syracuse F.D.)



Believe 31

Board of Directors

- Chris Lail (Community Member)
- Dave Nicholas (Cicero F.D.)
- Ben Page (Southwood F.D.)
- Shari Schlicht (Fabius F.D.)
- Matt Yaciuk (Palermo F.D.)



Believe 31

Team Members

- Michael Barczewski
- Erica Stach



Believe 31

Cancer In The Fire Service

ARE YOU PREPARED: The connection between cancer and the fire service is undeniable as evidenced by a number of studies listed on the Firefighter Cancer Support Network. Compared to the general population, firefighters are at a much higher risk for the following cancers:



Believe 31

Testicular Cancer	(2.02 times greater risk)
Multiple Myeloma	(1.53 times greater risk)
Non-Hodgkins Lymphoma	(1.51 times greater risk)
Skin Cancer	(1.39 times greater risk)
Prostate Cancer	(1.28 times greater risk)
Malignant Melanoma	(1.31 times greater risk)
Brain Cancer	(1.31 times greater risk)
Colon Cancer	(1.21 times greater risk)
Leukemia	(1.14 times greater risk)
Breast Cancer (in women, preliminary study results from San Francisco Fire Department)	



Believe 31

WHY ARE CANCER RATES SO HIGH IN FIREFIGHTERS ?

Firefighters are at a greater risk as a result of being exposed to several different toxins while operating on the emergency scene which can be absorbed or inhaled.

Take a minute to think, what is on fire and burning?





Believe 31

PPE is Not Enough

Use of Self-Contained Breathing Apparatus (SCBA) has become the gold standard of respiratory protection during fire ground operations. Policies mandating the use of SCBA have been adopted by both career and volunteer departments nationwide. Studies have shown that the use of SCBA can eliminate or significantly decrease respiratory exposure to toxic particles during firefighting, but SCBA use is not enough. Firefighters are still at risk of absorbing the toxic products of combustion through the skin. Furthermore, while SCBA may be worn during active interior firefighting, the use of SCBA during overhaul is less common.



Believe 31

Sample SOP

It shall be the responsibility of the Incident Command, Safety Officer and / or apparatus Line Officer to ensure that any necessary decontamination of firefighters and equipment are completed before leaving the incident scene, entering the apparatus and returning to the station(s).

It shall be the responsibility of the driver of the apparatus to establish the decontamination hose connection and make sure it's ready for use.

It shall be the responsibility of the individual firefighters to ensure that they are decontaminated prior to removing face pieces, exchanging air bottles or entering the apparatus



Believe 31

Procedures

If practical, crews should preform these gross decontamination procedures on each other while they are still on air.

Staying on air will prevent firefighters from getting contaminates splashed into their face and also protect them from inhaling airborne contaminates that are off gassing from their PPE.





Believe 31

Post Activity Decontamination On-scene

- Individuals shall wear eye, hand and if necessary respirator protection
- All equipment shall be hosed down thoroughly prior to being placed back on the apparatus
- All PPE and contaminated equipment shall be placed in a trash bag in order to reduce the contamination of the interior of the apparatus and exposure to other responders



Believe 31

Developing Relationships for Screening

- Esophageal (Lucid DX)
- Breast and Colon (Upstate Cancer Center)
- Skin (tbd)
- Lung / Prostate / Testicular (tbd)



Believe 31

Joined CNY Cancer Alliance

Partner w/ CNY agencies that offer support:

4th Angel / American Cancer Society / Cancer Connects /
Hope for Heather / Jessica's Heroes / Mesothelioma Hope /
Saint Agatha Foundation / Sarah's Guest House / Upstate
Cancer Center / Upstate Men to Men Prostate Group



Believe 31

Finding out you, or someone you love, has cancer can be devastating. Receiving this diagnosis can release ever changing waves of emotion including fear, anger, depression, or hopelessness. This is normal and you are **not alone**. The good news is there are a wide variety of resources all developed to support you from the moment of diagnosis all the way through each phase of treatment.



[https://firefightercancersupport.org/
request-assistance/](https://firefightercancersupport.org/request-assistance/)



Believe 31



How Can I Help?



Believe 31

Questions / Discussion

Be sure to visit us at:

<https://www.facebook.com/BELIEVE031>

<https://www.believe31.org/>

info@believe31.org



Believe 31

**8377 Brewerton Road
Cicero, NY 13039**

Dear Fire Department Leadership,

I am writing on behalf of Believe 31 as I would like to extend our sincere appreciation for the continued partnership and support we share with departments across Cortland, Madison, Onondaga and Oswego Counties. Your dedication, service and commitment to your communities are the foundation of everything we strive to support.

Believe 31 remains committed to our mission to assist volunteer firefighters, EMS personnel, and auxiliary members who are battling cancer and other life-threatening illnesses. Through education, outreach, and preventative screening initiatives, we are committed to standing beside those who have given so much, ensuring they have access to critical resources, awareness, and support when it matters most.

As we continue to expand our outreach efforts, we are increasing our presence at community events, fundraisers, and public safety initiatives. These engagements allow us to deliver impactful education, strengthen partnerships, and provide life-saving screening opportunities directly to those we serve. To support this growth, we are working to acquire a dedicated trailer that will allow us to efficiently transport equipment, merchandise, and screening resources to events throughout the region.

This investment will significantly enhance our operational capability, ensuring consistency, professionalism, and expanded reach across all four counties. To help make this initiative a reality, we respectfully ask our partner agencies to consider a contribution of \$100 or more toward the purchase of this trailer. Every contribution, regardless of amount, directly supports our shared mission of improving firefighter health, safety, and long-term wellness.

We fully recognize the financial and operational demands placed on your departments, and we are sincerely grateful for any level of support you are able to provide. Your partnership is essential to our success, and we value the strong relationships we have built together.

If you have any questions or would like additional information regarding this initiative, please do not hesitate to contact us at info@believe31.org. We thank you for your continued service, leadership, and commitment to the fire service community.

Sincerely,

Jon Barrett
President



2026-2027 TC3 Proposed Operating & Capital Budgets

Cortland County Legislature

Finance Committee

June 16, 2026



TC3 2026-27 Proposed Operating Budget

	2024-25 Budget	2025-26 Budget	2026-27 Budget	NOTES
Revenues				
Core Student Tuition	\$8,905,672	\$ 9,057,068	\$ 9,509,921	Enrollment increase 5.0%
Concurrent Student Tuition	\$3,290,136	\$ 3,200,000	\$ 3,000,000	Declining CE enrollment
Core Student Fee Revenue	\$982,033	\$ 982,033	\$ 1,031,135	Enrollment increase 5.0%
NY State Aid **	\$9,762,800	\$ 9,384,444	\$ 9,384,444	No change due to FTE cap
Sponsoring County Contributions	\$4,882,882	\$ 4,882,882	\$ 5,127,025	Negotiated 5.0% increase
Chargebacks other NY Counties	\$5,700,000	\$ 5,800,000	\$ 5,693,796	Declining CE enrollment
Other Revenues	\$534,327	\$ 800,000	\$ 800,000	Fees, rentals, contract courses
Grants Offset - Salaries			\$ 1,232,203	
Revenues	\$34,057,850	\$ 34,106,427	\$ 34,546,321	
Approved Use of Fund Balance	\$1,127,425	\$ 28,515	\$ 0	
Operating Revenues	\$35,185,275	\$ 34,134,942	\$ 34,546,321	
Expenses				
Faculty and Staff Wages	\$16,679,820	\$ 16,129,462	\$ 18,037,051	Overall increase of 6.5%
Grants Offset - Salaries			\$ (1,232,203)	Included in Wages budget
Equipment	\$100,000	\$ 100,000	\$ 315,477	Reclassification of expenses
Contractual	\$6,775,409	\$ 6,043,959	\$ 3,597,123	Reduction of \$2.447 M
Tuition Scholarship Offsets	\$3,290,136	\$ 3,200,000	\$ 3,000,000	Declining CE enrollment
Fringes (Medical and Retirement)	\$8,339,910	\$ 7,010,772	\$ 7,740,306	Increase 10.4%
Retiree Fringe Benefits		\$ 1,650,749	\$ 1,856,364	Increase 12.5%
Operating Budget	\$35,185,275	\$ 34,134,942	\$ 34,546,321	Increase of 1.2% over 25-26

** Pending final approval of FY27 NYS Budget

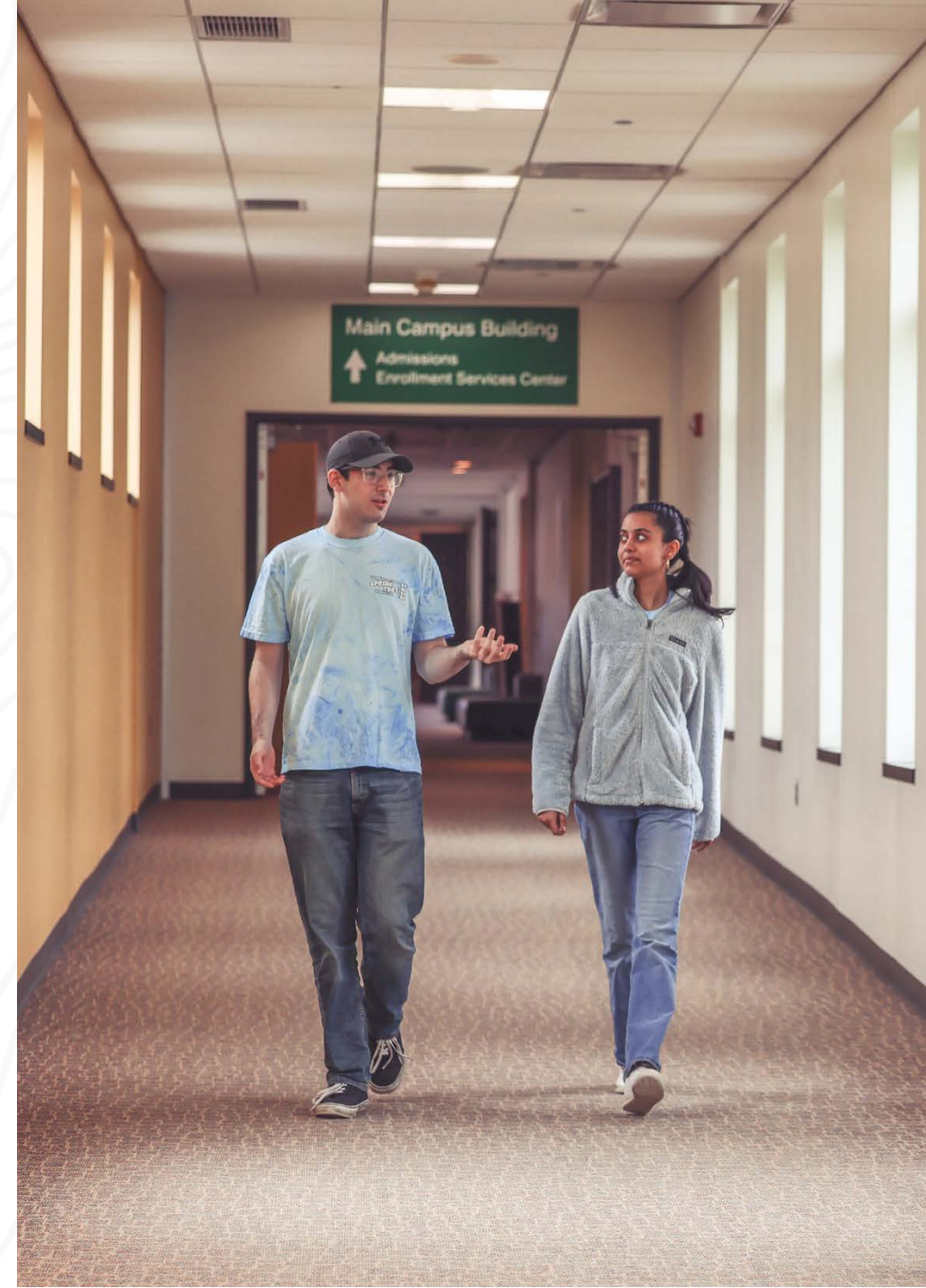
2026-27 Proposed Budget Highlights

- Student tuition and fees rates remain the same
- Revenue projected to increase incrementally through (conservatively) projected 5% enrollment growth in Core Students.
- Chargeback revenue from other (non-sponsoring) Counties is slowing. For this year we expect a reduction of \$106,000.
- Increase in “other revenues” of about \$1.2 million through a careful analysis, an anticipated Grants Management position, and allocation of grant funds and Foundation funds available to offset College costs.
- NY State Aid FTE has remained flat for seven years due to the same \$2,997 per FTE student.

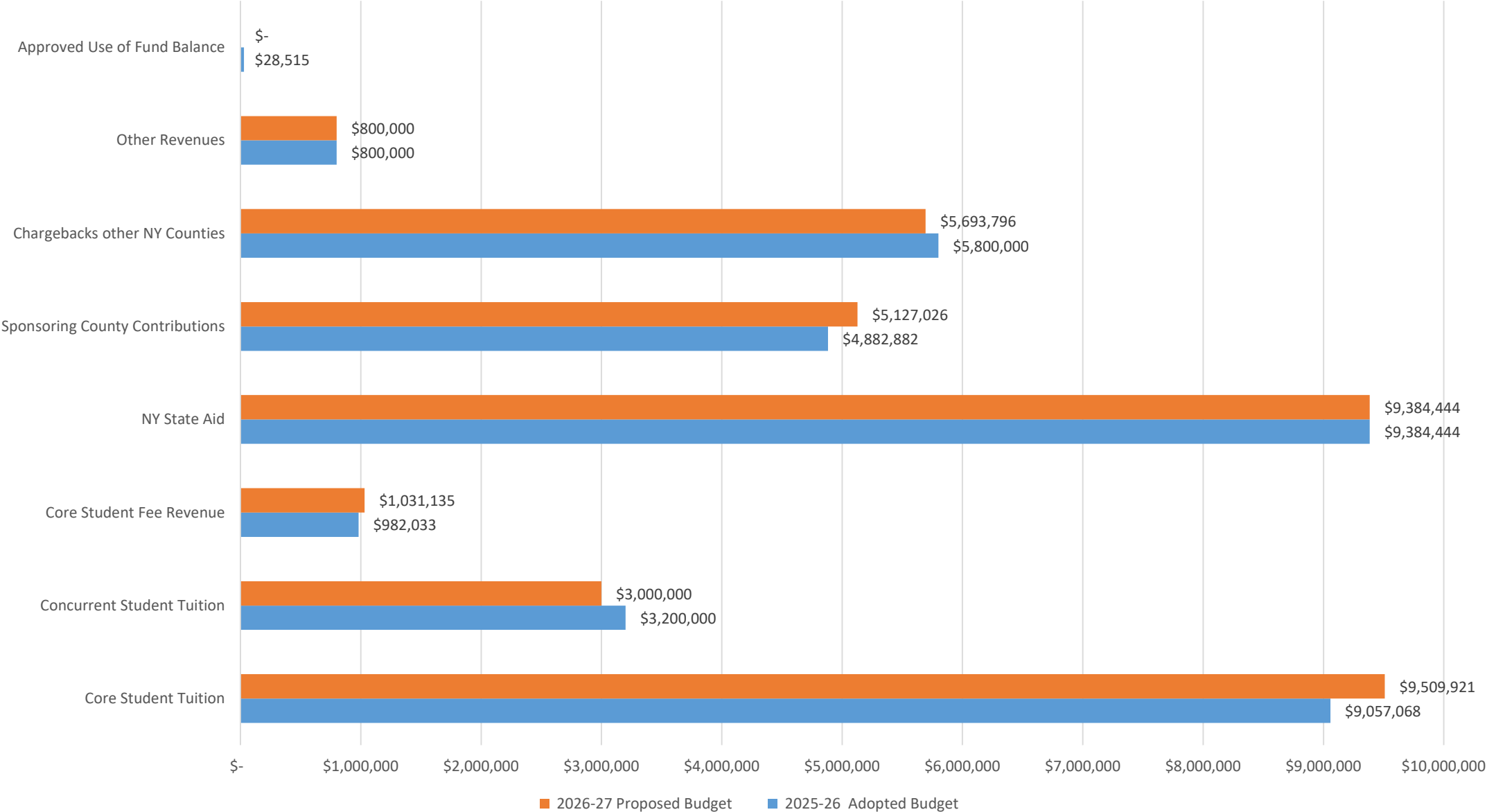


2026-27 Proposed Budget Highlights

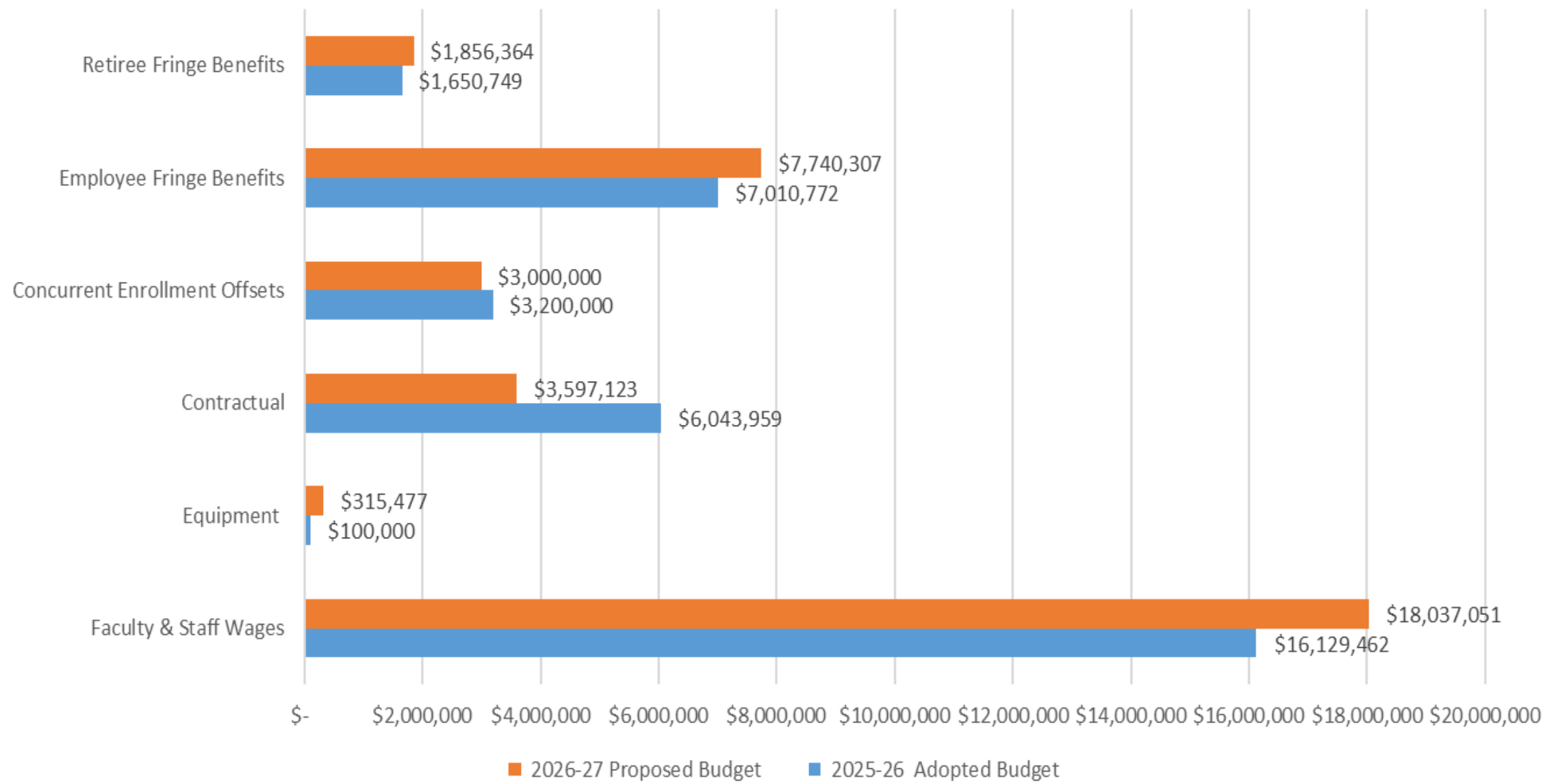
- TC3 projects an overall increase of expenses of 1.2 percent compared to the current year. The FY 2025 Higher Education Price Index (HEPI) is up 3.6 percent.
- Through attrition, efficiencies and grant offsets, we are increasing our wage expenses by only 6.5%, which includes negotiated annual increase of 3.75% for current employees covered by a CBA.
- Contractual expenses reduced by one-third due to careful planning designed to align spending with the needs of current and future students.
- Fringe Benefits are higher than last year due to a 16% increase in health insurance costs, plus continued growth in retiree benefit costs.



Operating Revenue by Source: 2026-27 Proposed Budget vs. 2025-26 Adopted Budget



Operating Expenses by Source: 2026-27 Proposed Budget vs. 2025-26 Adopted Budget



2026-27 CAPITAL BUDGET

- Based on the ratio of operating budget support (based on enrollment data) to the College of 38% from Cortland County and 62% from Tompkins County, the capital request to Cortland County officials will be \$153,900.
- College presented an updated list of capital and deferred maintenance projects and requested an allocation of \$251,100 from Tompkins County for the coming year.
- Capital budget approval from the County officials will enable the College to request \$405,000 matching funds from the State, for a grand total of \$810,000.



2026-27 Capital Projects	Total
Learning Environment upgrades	\$ 205,000
Path to Rt 13	\$ 185,000
Skylight Replacement Phase I	\$ 120,000
Deferred Maintenance	\$ 300,000
Total	\$ 810,000

2026-27 Deferred Maintenance	
Project	Estimated Cost
Main Campus Elevator modernizations	\$ 100,000.00
Sound Proofing between classrooms/offices	\$ 30,000.00
Main Campus Flooring initiative Phase II	\$ 150,000.00
Interior Wayfinding signage	\$ 20,000.00
Total cost	\$ 300,000.00

Next Steps

Thursday, May 21

Budget Approval by TC3 Board of Trustees

Monday, June 8

Presentation to Tompkins County Budget, Capital & Personnel Committee (10 am)

Tuesday, June 16

Presentation to Cortland County Finance Committee (9 am)

Tuesday, June 16

Presentation to Tompkins County Legislature (5:30 pm)

Thursday, June 25

Presentation/Public Hearing/Vote Cortland County Legislature (6 pm)

Tuesday, July 21

Public Hearing/Vote Tompkins County Legislature (5:30 pm)

Monday, August 3

Board and Sponsor-approved 2026-27 Operating Budget and Capital

Request submitted to SUNY



**TOMPKINS
CORTLAND**
COMMUNITY COLLEGE

Thank you!











Personnel Change Justification Form

Requested Change

☒ Abolish/Create ☐ Reallocation ☐ Abolish ☐ Create

Position Name(s): Create

Dispatcher

Position Name(s): Abolish

Senior Dispatcher

Bargaining Unit:

DOERC

Purpose and Background

Abolish one senior dispatcher, create one dispatcher. No currently employed dispatcher has signed up for or is on the senior dispatcher exam series.

Fiscal Impact:

☒ County Funded ☐ Grant Funded

County Funded Percentage

100

Current Grade/Salary of Position:

Grade

Salary Range \$

8

\$30.0693-\$43.6210

Requested Grade/Salary of Position:

Grade

Salary Range \$

6

\$28.5007-\$41.3455

Annual Increase \$

County Share \$

of Positions Affected

1

Goals

To be able to maintain full staffing.

Operational Impact:

One less supervisor within the 911 center.

Requested by:

*

Scott Roman

Signature of Requesting Department Head

06/17/2026

Date

Personnel Officer Approval:

*

Laurie Leonard

Signature of Personnel Officer

06/17/2026

Date

County Administrator Budget Impact Statement *

Budget decrease.

County Administrator
Approval:

*

Michael A. Porticiello

Signature of County Administrator

06/17/2026

Date

STATE OF NEW YORK

6832

2025-2026 Regular Sessions

IN SENATE

March 25, 2025

Introduced by Sens. WEBB, ASHBY, GALLIVAN, HELMING, MARTINEZ, ROLISON, SEPULVEDA, WEIK -- read twice and ordered printed, and when printed to be committed to the Committee on Veterans, Homeland Security and Military Affairs

AN ACT to amend the military law and the workers' compensation law, in relation to participation in World Trade Center rescue, recovery and cleanup operations by members of the organized militia

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Section 6 of the military law is amended by adding a new
2 subdivision 1-a to read as follows:

3 1-a. Notwithstanding any other law, regulation or rule to the contra-
4 ry, an order into active service of the organized militia as part of the
5 World Trade Center rescue, recovery and cleanup operations shall qualify
6 such member of the organized militia as an employee under article
7 eight-A of the workers' compensation law. For the purposes of this
8 subdivision, "organized militia" shall mean members of the New York army
9 national guard, the New York air national guard, the New York naval
10 militia, and the New York guard. Alternative proof of an order into
11 active service of the organized militia as part of the World Trade
12 Center rescue, recovery, and cleanup operations, as determined by the
13 division of military and naval affairs, including third-party
14 verification and witness presence statements as included in the federal
15 James Zadroga 9/11 Health and Compensation Act of 2010, as amended,
16 shall qualify such member of the organized militia as an employee under
17 article eight-A of the workers' compensation law.

18 § 2. The opening paragraph of subdivision 1 of section 161 of the
19 workers' compensation law, as added by chapter 446 of the laws of 2006,
20 is amended to read as follows:

21 "Participant in World Trade Center rescue, recovery, or cleanup oper-
22 ations" means any (a) employee, including members of the organized mili-

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD06849-01-5

1 tia as provided in subdivision one-a of section six of the military law,
2 who within the course of employment, or (b) volunteer upon presentation
3 to the board of evidence satisfactory to the board that [~~he or she~~]
4 they:

5 § 3. Section 169 of the workers' compensation law is amended by adding
6 a new subdivision 3 to read as follows:

7 3. Notwithstanding section eighteen or twenty-eight or any other
8 provision of this chapter, any claimant who was a member of the organ-
9 ized militia who was previously prohibited from filing a claim under
10 this article may refile such claim or claims within two years of the
11 effective date of this subdivision. The board shall accept proof of a
12 member of the organized militia's service as determined by the division
13 of military and naval affairs pursuant to section six of the military
14 law.

15 § 4. This act shall take effect immediately.

Municipal Cooperation Agreement

Among

**THE DISTRICTS AND MUNICIPAL
CORPORATIONS THAT HAVE
ADOPTED THIS AGREEMENT**

as Participants

THIS MUNICIPAL COOPERATION AGREEMENT made pursuant to New York General Municipal Law, Articles 3-A and 5-G (collectively, the Act), dated as of February 1, 2022 by and among the County of Orange and each district and municipal corporation, as defined in the Act, that enters into this Agreement pursuant to the Section 7.1. hereof (collectively, together with the County of Orange, the Participants).

WITNESS ETH:

WHEREAS, each Participant wishes to invest a certain portion of its available investment funds in cooperation with the other Participants in one or more of the several investment funds to be created herein to enhance its investment returns, assure the safety and liquidity of its invested funds, and strictly limit its potential liability under or in connection with this Agreement;

WHEREAS, each Participant is a district (including but not limited to a school district or a board of cooperative educational services) or municipal corporation as defined in Section 119-n of the Act;

WHEREAS, the Act empowers districts and municipal corporations to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis;

WHEREAS, this Agreement has been approved by a majority vote of the voting strength of the governing body of each Participant or certified by the Chief Fiscal Officer of a Participant as approved by such Participant; and

WHEREAS, each Participant has, to the extent any general or special law would require it to do so before performing by itself any function, power or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda, and obtained all necessary consents of government agencies and has satisfied all other requirements applicable to the making of contracts;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, each Participant hereby acts and agrees (but without prejudice to any rights previously accrued pursuant to this Agreement as heretofore in effect) as follows:

ARTICLE I

Definitions

"Administrator" means any Person or Persons appointed, employed, or contracted by the Governing Board pursuant to Section 4.4 (b) hereof.

"Affiliate" means, with respect to any Person, another Person directly or indirectly in control of, controlled by, or under common control with such Person or any officer, director, partner, or employee of such Person.

"Balance" for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash contributions by such Participant, cash payments to such Participants, expenses, and investment results.

"Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in New York City, New York, are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"Chief Fiscal Officer" or "Fiscal Officer" of a Participant means, at any time, the fiscal officer of such Participant who is, at such time, charged by such Participant with the custody, investment, and administration of funds. For purposes of this Agreement, each Participant shall be deemed, at any time, to have only a single Fiscal Officer.

"Cooperative Investment Agreement" or "Agreement" means this temporary investment of moneys by more than one municipal corporation pursuant to the Municipal Corporation Agreement entered into in accordance with the provisions of the Act.

"Contribution Procedures" means the procedures for making contributions to the Investment Property adopted from time-to-time by the Governing Board.

"Custodian" means any Person or Persons appointed, employed, or contracted with the Lead Participant pursuant to Section 3.3 (b) hereof.

"Custody Agreement" means the agreement between the Lead Participant and a Custodian as the same may be amended from time-to-time.

"Fund" means a group or category of Permitted Investments established, maintained, and liquidated from time-to-time by the Chief Fiscal Officer pursuant to the Services Agreement and the Custody Agreement.

"Governing Board" shall administer the provisions of this Agreement and has the powers set forth in Article IV hereof.

"Investment Advisor" means any Person or Persons appointed, employed, or contracted by the Governing Board pursuant to Section 4.4 (b) hereof.

"Investment Liability" means any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Agreement.

"Investment Policy" means the investment policy related to a Fund and the auditing procedures set forth in Exhibit A as the same may be amended from time-to-time pursuant to Section 11.1 hereof.

"Investment Property" means any and all property, real, personal, or otherwise, tangible or intangible, comingled within a Fund, that is transferred, conveyed, or paid to the account of the Lead Participant by any Participant pursuant to Section 2.2 or 2.3 hereof and all proceeds, income, profits, and gains therefrom that have not been distributed to a Participant pursuant to Section 2.5 hereof used to discharge a Liability or offset by losses and expenses.

"Investment Property Value" means the value of any Investment Property net of the amount of the Investment Liabilities as determined pursuant to Section 2.4 hereof and the Valuation Procedures .

"Irrevocable Letter of Credit" means an irrevocable letter of credit issued in favor of every Participant in this Agreement by a bank whose commercial paper and other unsecured short-term debt obligations (or in the case of a bank that is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or holding company) by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable Federal minimum risk-based capital requirements.

"Laws" means common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions, or decrees of any government or political subdivision or agency thereof or any court or similar entity established by any thereof.

"Lead Fiscal Officer" means, at any time, the Fiscal Officer of the Lead Participant at such time.

"Lead Participant" means, initially the County of Orange, and thereafter any Participant that consents to acting as Lead Participant, but solely in its capacity as Lead Participant hereunder and not individually, that is nominated as Lead Participant and is appointed by a majority of the Governing Board.

"Payment Procedures" means the procedures for requesting payments out of the one or more of the Funds as adopted from time-to-time by the Governing Board.

"Permitted Investments" means the types of investments set forth under the heading "Legally Permitted Investments" in Exhibit A hereto, as the same may from time-to-time be amended in accordance with this Agreement and held, unless registered, only in a bank or trust company located and authorized to do business in the State of New York in United States funds and United States currency, and no investment shall be held in a foreign bank, a foreign country, or a foreign branch of the Custodian or in a United States bank's office or branch located in a foreign country.

"Person" means any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, or agency of any government.

"Services Agreement" means the agreement between the Governing Board and the Administrator and/or Investment Advisor, as the same may be amended from time-to-time, providing for administrative and investment advisory services to the Governing Board.

"Total Balances" means the aggregate total of the Participants' Balances within a Fund.

"Valuation Procedures" means the procedures for determining the Investment Property Value adopted from time-to-time by the Governing Board.

ARTICLE II

Contributions, Adjustments, and Payments

2.1. General - Except as otherwise provided in this Agreement:

(a) no Participant shall have any beneficial interest in the Investment Property, including earnings;

(b) no Participant can be called upon to share or assume any Investment Liabilities, including losses in connection with the Investment Property, or suffer an assessment of any kind by virtue of its being a Participant;

(c) no Participant is entitled to any preference, preemptive, appraisal, conversion, or exchange rights of any kind in connection with this Agreement or the Investment Property;

(d) no Participant shall have any right to call for any partition or division of any Investment Property; and

(e) each Participant's rights under this Agreement shall be personal property giving only the rights specifically set forth in this Agreement.

2.2. Cash Contributions - Unless otherwise determined by the Governing Board, each Participant may, from time-to-time, increase its Balance by making a payment to the Custodian for the account of the Lead Participant in accordance with the Contribution Procedures. Each time that a Participant makes such a payment, its Balance shall be increased (as of the time specified in the Contribution Procedures) by the amount of such payment. The minimum amount that may be contributed pursuant to this section 2.2 at any one time shall be the minimum contribution specified in the Contribution Procedures.

2.3. Other Contributions - If previously approved by the Governing Board, each Participant may, from time-to-time, transfer to the Custodian for the account of the Lead Participant property of a type other than cash that is a Permitted Investment. Each such transfer must be made in accordance with the terms and conditions specified by the Governing Board. Each time that a Participant makes such a transfer, it shall receive a written confirmation of such transfer, and its Balance shall be increased by the amount or according to the formula specified by the Governing Board. Any approval by the Governing Board in connection with this Section 2.3 shall be made in the sole discretion of the Governing Board and may specify such terms and conditions as the Governing Board may deem to be in the best interests of the Participants taken as a whole as evidenced by its adoption thereof.

2.4. Adjustments

(a) Immediately upon the determination of the Investment Property Value on each Business Day pursuant to Section 2.4 (b) hereof or from time-to-time pursuant to Section 2.4 (c) hereof, the Participants' Balances shall be increased or decreased proportionately (and rounded to the nearest whole cent) such that after such adjustment the Total Balances shall be equal, as nearly as practical, to the Investment Property Value as so determined.

(b) The Investment Property Value shall be determined once on each Business Day at the time and in the manner provided in the Valuation Procedures.

(c) In addition, the Governing Board may determine the Investment Property Value in the manner provided in the Valuation Procedures at or as of any additional time that the Governing Board may deem to be appropriate, as evidenced by its so doing.

(d) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Liability that has been approved from time-to-time by the Governing Board.

(e) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time-to-time by the Governing Board.

2.5. Payments

(a) Subject to the terms and conditions of this Agreement:

(i) each Participant shall have the right from time-to-time to request, in accordance with the Payment Procedures, the payment of it, or on its behalf, of any amount (rounded to the nearest whole cent) that is less than or equal to its Balance at the time that payment is made pursuant to such request; and

(ii) upon the receipt of any such request, the requested amount (rounded to the nearest whole cent) shall be paid out of the Investment Property to, or on behalf of, such Participant.

(b) Subject to the terms and conditions of this Agreement, the Governing Board may from time-to-time, in its discretion, pay to a Participant out of the Investment Property any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's Balance at the time payment is made.

(c) Whenever any payment is made to or on behalf of any Participant out of the Investment Property, such Participant's Balance shall be reduced by the amount of such payment.

2.6. Suspension of Requests: Postponement of Payments

(a) Each Participant agrees that the Governing Board may, without prior notice, temporarily suspend the Participants' right to request payments out of the Investment Property or postpone the time or date of payment for requests already made for the whole or any part of any period (i) during which trading in the securities generally on the New York Stock Exchange or the American Stock Exchange or the over-the-counter market shall have been suspended or minimum prices or maximum daily changes shall have been established on such exchange or market; (ii) a general banking moratorium shall have been declared by Federal or New York State authorities; or (iii) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it, in the judgment of the Governing Board, impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures. Each Participant shall be immediately notified by telephone or telegraph in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as

is determined by the Governing Board, and thereafter, there shall be no right to request or receive payment until the first to occur of: (a) the time at which the Governing Board declares the suspension or postponement at an end, such declaration to occur on the first day on which the period specified in clause (i) or (ii) above shall have expired and (b) the end of the first day on which the Governing board no longer reasonably believes that the period specified in clause (iii) above is continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

(b) Each Participant and the State Comptroller will receive immediate notification of any event or circumstance that may require a deferral of distributions or may cause investment losses not anticipated by the Investment Policy and of any other material adverse event relating to the investments made under this Agreement.

2.7. Records - The Governing Board shall, or shall cause the Administrator to, collect and maintain for three years (or such longer period as may be required under any applicable Laws) written records of all transactions affecting the Investment Property or the Balances including but not limited to: (a) contributions by and payments to or on behalf of Participants; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment value; (e) adjustments to the Participants' Balances; and (f) the current Balance for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate.

2.8. Confirmation - Each Participant shall receive written confirmation of each contribution made by or distribution made to the Participant no later than the following Business Day after the contribution or distribution occurs.

ARTICLE III

The Lead Participant

3.1. Term - The Lead Participant shall continue to serve as Lead Participant until it resigns pursuant to this Article III, it withdraws from this Agreement pursuant to Section 7.3 hereof, or this Agreement is amended (pursuant to Section 11.2 hereof) to name a new Lead Participant.

3.2. Resignation - The Lead Participant may resign as Lead Participant only upon giving at least ninety days' written notice of such resignation to the Governing Board.

3.3. Function

(a) Monies to be invested pursuant to this Agreement and the investments made pursuant to this Cooperative Investment Agreement shall be held in the custody of the Lead Participant on behalf of all Participants. Monies or investments held in the custody of the Lead Participant shall not be commingled with other monies or investments of the Lead Participant.

(b) The Lead Participant shall at all times employ as Custodian a bank or trust company that qualifies under applicable New York Law as a custodian for investments of Participants and has been approved by both the Governing Board and the board of the Lead Participant. The Lead Participant may also authorize the Custodian to employ one or more sub-Custodians from time-to-time that qualify under applicable New York Law as custodians for investments of Participants and have been approved by the Governing Board.

3.4. Lead Fiscal Officer - The Lead Participant shall perform any and all of its duties under this Agreement through the Lead Fiscal Officer, and every decision made or action taken by the Lead Fiscal Officer in the name of the Lead Participant shall be for and on behalf of the Lead Participant acting on behalf of all the Participants. The Lead Participant hereby expressly authorized the Lead Fiscal Officer to take such actions in the name of and on behalf of the Lead Participant as he/she shall deem to be in the best interests of the Participants taken as a whole. In addition to any requirements under the applicable Laws, the Governing Board may require the Lead Fiscal Officer to be bonded upon such terms as it deems appropriate.

ARTICLE IV

The Governing Board

4.1. General

(a) This Agreement shall be administered by a Governing Board. The numerical membership of the Governing Board shall be not less than ten percent of the total number of Participants in this Agreement as of April first of each year provided, however, that in no event shall the numerical membership be less than three except in those instances where this Agreement has only two Participants in which event the membership of the Governing Board shall be two; and provided further that in no event shall the numerical membership of the Governing Board be more than fifteen. All Governing Board members shall be Chief Fiscal Officers of Participants or such other officers or employees of Participants having knowledge and expertise in financial matters.

(b) A quorum of the Governing board members must be present to transact any Governing Board business. Two-thirds of the membership shall constitute a quorum. To transact any business or exercise any power, the Governing Board shall act by a majority vote of the members present at any meeting at which a quorum is in attendance. A member of the Governing Board may designate a representative to attend meetings, vote, or otherwise act on his or her behalf. The Governing Board shall meet at least quarterly at dates and times to be established by the Governing Board.

(c) All Governing Board members must have an appropriate bond or undertaking in an amount to be determined by the Governing Board. The cost of such bond or undertaking shall be deemed to be an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement.

(d) No Governing Board member may receive compensation for service as a Governing Board member but may be reimbursed for actual and necessary expenses incurred in the performance of his or her official duties as a Governing Board member.

4.2. Terms and Election of Governing Board Members - Of the initial Governing Board members, one shall serve a one year term, one shall serve a two year term, and one shall serve a three year term. Thereafter, all Governing Board members shall serve three year terms. An annual election shall be held for those members whose terms have expired. The election of the initial Governing Board members shall be held within 90 days after the date on which the Participants enter into this Agreement. Thereafter, the Governing Board shall establish an annual date for the election. All Participants shall be given at least thirty days' notice of an election and the opportunity to vote by mail, proxy, or electronic means as defined by the Governing Board. Candidates for Governing Board membership shall be nominated by the Participants they represent.

4.3. Vacancies on the Governing Board - If a member becomes ineligible for office because he or she is no longer the Chief Fiscal Officer or other officer or employee of a Participant; the municipal corporation he or she represents is no longer a Participant in this Agreement; or if for any other reason a member resigns or can no longer fulfill the obligations of membership, then the remaining members of the Governing Board may appoint an eligible Chief Fiscal Officer to fill the vacancy until the next annual election at which time the unexpired term of the vacancy shall be filled in the same manner as all Governing Board member positions.

4.4. Powers and Responsibilities of the Governing Board

(a) The Governing Board shall have the following powers and responsibilities: (i) administering all aspects of this Agreement; (ii) entering into those contracts deemed appropriate to assist in the management of this Agreement; (iii) monitoring compliance

with the investment policy established under this Agreement; (iv) monitoring compliance with the maturity limitations established under this Agreement; (v) monitoring compliance with the reporting and disclosure requirements established under this Agreement; (vi) testing the investments made pursuant to this Agreement at least once a month for sensitivity to changes in interest rates; (the Governing Board shall adopt a testing methodology that is reasonably designed to reliably quantify the effect of a change in interest rates on the market value of the investment portfolio); (vii) securing an Irrevocable Letter of Credit in an amount sufficient to cover any potential losses as quantified pursuant to the testing described in part (vi) of this paragraph, the cost of such Irrevocable Letter of Credit to be deemed an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement; and (viii) should the Governing Board obtain a rating from a nationally recognized statistical rating organization, such rating and any subsequent changes therein shall be disclosed to each Participant.

(b) The Governing Board may procure the services of professionals such as an Administrator, Investment Advisor, independent auditor, custodial bank, and any other professional services it deems appropriate to assist the Governing Board in fulfilling its responsibilities under this Agreement provided that: (i) the professionals who will render such service, individually and collectively, shall meet all qualifications deemed appropriate by the Governing Board; (ii) the procurement of such services shall be in compliance with Section 104-b of the General Municipal Law subject to a request for proposal process at least every three years (provided that the initial professionals hired need not follow such process, shall have contracts that do not exceed six months and such request for proposal process shall be undertaken prior to the end of six months from the date hereof); (iii) the contracts for such services shall ensure compliance with the requirements of Sections 10 and 11 of the General Municipal Law; and (iv) the charges, fees, and other compensation for any contracted serves shall be clearly stated in written Service Agreements.

4.5. **Delegation of Powers** - The Governing Board may delegate the daily responsibilities of making investments decisions pursuant to this Agreement to the Lead Fiscal Officer of the Lead Participant provided that such delegation shall in no way relieve the Governing Board of its responsibilities under this Agreement and provided further that such Lead Fiscal Officer has an appropriate bond or undertaking, the cost of which shall be deemed to be an expense in administering the investments made pursuant to this Agreement, in an amount to be determined by the Governing Board.

4.6. **Investment Powers** - The Governing Board is permitted to make Permitted Investments only in accordance with this Agreement. Except as otherwise provided in this Agreement, the Governing Board shall have full authority and power to make any and all Permitted Investments within the limitations of this Agreement that it, in its absolute discretion, shall determine to be advisable and appropriate as evidenced by its so doing, regardless of whether such investments may be held or retained by trustees or fiduciaries. The Governing Board shall have no liability for loss with respect to Permitted Investments made within the terms of this Agreement, even if such investments were of a character, or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries.

4.7. **Transactions Involving Affiliates** - Any provision of this Agreement to the contrary notwithstanding, except to the extent restricted by any applicable Law or the Investment Policy:

(a) the Governing Board may approve, enter into, and ratify transactions in which the Investment Advisor is acting as principal;

(b) without limiting the foregoing, the Governing Board may enter into transactions with any Participant, the Investment Advisor, the Administrator, the Custodian or any Affiliate, officer, director, employee, or agent of any of the foregoing (except that in no event shall the Governing Board enter into any transaction with any of the officers,

directors, employees, or agents of any Participant including but not limited to the Lead Fiscal Officer if (i) each such transaction has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the members of the Governing Board including a majority of the members then in office who are not Affiliates of any Person (other than the Participants as Participants) who is a party to the transaction and (ii) such transaction is, in the opinion of the Lead Fiscal Officer, as evidenced by a written declaration stating such opinion on terms fair and reasonable to the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Lead Fiscal Officer has knowledge) with organizations unaffiliated with the Participants or with the other Person who is a party to the transaction;

(c) In the absence of fraud, a contract, act, or other transaction, made, done, or entered into by the Governing Board pursuant to this Agreement (unless entered into with any of the officers, directors, employees, or agents of any Participant including but not limited to the Lead Fiscal Officer) is valid, and no advisor, Participant, Affiliate, member of the Governing Board, officer, employee, or agent of any of the foregoing (including but not limited to the Lead Participant) shall have any liability by reason of one or more of such Persons, individually or jointly with others, being a party or parties to, being directly interested in, or being affiliated with such contract, act, or transaction or any party thereto provided that such interest or affiliation is disclosed to the Governing Board and the Governing Board authorizes such contract, act, or other transaction in writing; and

(d) any advisor, Participant, Affiliate, officer, employee, or agent of any of the foregoing may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, advisor, or employee of any Person have business interests and engage in business activities in addition to those relating to this Agreement, which interests and activities may be similar to those contemplated by this Agreement and may include the acquisition, syndication, holding, management, operation, or disposition of securities, investments, and funds for such Person's own account or for the account of other Person(s). No Person shall have any obligation to present to the Governing Board any investment opportunity that comes to him in any capacity other than solely as advisor, Lead Fiscal Officer, or Participant, even if such opportunity is of a character which, if presented to the Governing Board could be taken by the Governing Board.

4.8. No Borrowing - Neither the Governing Board nor the Lead Participant shall have the power to borrow money or incur indebtedness under this Agreement.

ARTICLE V

Representations and Warranties

5.1. District or Municipal Corporation - Each Participant hereby represents and warrants to the other Participants that it is a municipal corporation or district as such terms are defined in the Act.

5.2. Approvals - Each Participant hereby represents and warrants to the other Participants that this Agreement has been approved by a majority vote of the voting strength of its governing body.

5.3. Hearings, Referenda, and Consents - Each Participant hereby represents and warrants to the other participants that it has, to the extent any general or special Law would require it to do so before performing by itself any function, power, or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda, and obtained all necessary consents of governmental agencies and satisfied all other requirements applicable to the making of contracts.

5.4. Execution: Enforceability - Each Participant hereby represents and warrants to the other Participants that it has duly executed this Agreement in accordance with its internal procedures and that this Agreement is binding upon and enforceable against such Participant.

5.5. Accuracy of Certificates - Each Participant hereby represents and warrants to the other Participants that each of the certificates delivered heretofore or hereafter by such Participant pursuant to this Agreement, as of the date specified therein, is true and complete and contains no known material misstatements of fact or omissions that render them misleading to the Governing Board or any other Participant.

ARTICLE VI

Covenants

6.1. Source of Contributions - Each Participant covenants that all contributions made to the Investment Property by it shall be from funds that it is permitted, pursuant to the provisions of the statutes, local laws, resolutions, ordinances, charters, code rules, regulations, and agreements applicable to such Participant to invest and otherwise apply in the manner contemplated by this Agreement.

6.2. Truth of Representations - Each Participant covenants that it shall withdraw from this Agreement pursuant to Section 7.3 hereof prior to the time that any of the representations made by it pursuant to Article V hereof ceases to be true.

6.3. Resignation of Lead Participant - The Lead Participant covenants that it shall not resign as Lead Participant except in accordance with Section 3.2 hereof.

6.4. Supplemental Information - Each Participant covenants that if at any time any certificate delivered by it pursuant to this Agreement shall at such time become known to be incomplete or false or contain material misstatements of fact or omissions rendering it misleading (including but not limited to changes in incumbent officers), such Participant shall deliver promptly to the Governing Board a new certificate that sets forth the correct information.

6.5. Not Money Market Fund - No Fund shall be operated at any time by the Lead Participant or the Governing Board under the provisions of any Third Party Agreement as a "Rule 2a-7- like money market fund" as that term is defined in 17 C.F.R. 270.2a-7.

ARTICLE VII

Participants

7.1. General

(a) Each Participant shall have an undivided interest in monies and investments held by the Lead Participant on behalf of the Participants in the proportion that the total amount of contributions made by that Participant bears to the total amount of contributions by all the Participants.

(b) Each Participant shall annually receive, and each prospective participant shall receive prior to their participation in this Agreement, an information statement that shall include the following: (i) a brief history of this Agreement; (ii) a description of the organization and terms of this Agreement including the powers and responsibilities of the Governing Board and the qualifications of any professionals retained under this Agreement; (iii) a description of the investment objectives, policies, and practices contained in this Agreement including those pertaining to liquidity, methodology for determining Participants' interests, distribution of earnings, and calculation of yield; (iv) a description of the current investments held under this Agreement; (v) a listing of any fees or charges to be incurred by Participants; (vi) a description of the required procedures for initiation and termination of participation in this Agreement; and (vii) such other material statements that the Governing Board in its sole judgment shall determine to be necessary or reasonable to disclose in such information statement.

7.2. Admission - Each Participant (including but not limited to the Lead Participant) hereby expressly agrees that any district or municipal corporation (as defined in the Act) can enter into this Agreement and become a Participant upon its: (a) holding any necessary public hearings, conducting any necessary referenda, and obtaining any necessary consents of governmental agencies; (b) approving this Agreement by a majority vote of the voting strength of its governing body; (c) satisfying any other requirements applicable to its making contracts; (d) delivering to the Lead Participant an executed counterpart of this Agreement; and (e) delivering to the Lead Participant a certificate, in a form acceptable to the Lead Participant, to the effect that the requirements of clauses (a) through (c) above have been satisfied and setting forth such other information as the Lead Participant may require.

7.3. Withdrawal - Any Participant except the Lead Participant may withdraw from this Agreement at any time upon written notice to the Lead Participant and the Governing Board. The Lead Participant may withdraw only upon at least ninety days' prior notice to all the other Participants. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's Balance be paid to such Participant. No withdrawal shall become effective until such Participant's Balance is equal to zero and until such time, such Participant shall continue to possess all the rights and be subject to all the obligations arising from this Agreement.

7.4. Forced Withdrawal - Any Participant that breaches any covenant contained in Article V hereof or for which any of the representations contained in Article VI hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 7.3 hereof immediately upon such breach or cessation but shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Governing Board makes a final determination that such a breach or cessation has occurred.

ARTICLE VIII

Statements and Reports

8.1. Market Valuation - The market value of investments made pursuant to this Agreement shall be determined at least monthly and whenever the method of valuation authorized by this Agreement does not accurately reflect the value of Participants' interests in such investments. It is the express intent of the Governing Board to maintain the value of each Participant's interest in the Investment Property at a stable value of one dollar.

8.2. Reports - (i) The Governing Board shall, or shall cause the Administrator to, deliver to all Participants at least once a year a report detailing the following information from the preceding twelve months: (a) the portfolio of investments currently held pursuant to this Agreement including for each investment the market value, time remaining to maturity, interest earned and realized, and unrealized gains and losses; (b) the overall investment results, yield, and weighted average maturity; (c) a list of the fees paid for all professional services procured under this Agreement; and (d) a statement of all other expenses incurred by the Governing Board in administering the Investment Property made pursuant to this Agreement.

(ii) The Governing Board shall contract to have an independent certified public accountant conduct an annual audit of the activities undertaken pursuant to this Agreement and that audit shall be made in accordance with generally accepted auditing standards. A signed copy of such audit report shall be filed with the Governing Board within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed promptly to the State Comptroller and to each Person who is a Participant at the close of the period covered thereby.

(iii) Each Participant shall receive a monthly statement that sets forth the following information for the preceding month: (a) all activity by the Participant; (b) the value of the Participant's interest under this Agreement at the beginning and end of the month; and (c) an itemization of all investments held under this Agreement as of the end of the month including the market value of each investment as of that date.

ARTICLE IX

The Investment Advisor

9.1. Appointment - The Governing Board is ultimately responsible for making all investment decisions regarding the Investment Property in accordance with the Investment Policy. Consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board may contract with the Investment Advisor. The Investment Advisor may also serve as the Administrator and/or the Custodian.

9.2. Sub-Investment Advisors - The Governing Board may also authorize the Investment Advisor to employ one or more sub-investment advisors from time-to-time. Any sub-investment advisor may perform such of the acts and services of the Investment Advisor and upon such terms and conditions as may be agreed upon between the Investment Advisor and such sub-investment advisor.

9.3. Funds - The Lead Participant shall cause the Custodian to establish a primary fund (the Government Fund) for the investment of Investment Property of the Participant's and a separate fund solely for investment of Investment Property of counties who wish to invest in Permitted Investments only available to county Participants. Each Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in Exhibit A hereto. Notwithstanding anything in this Cooperative Investment Agreement to the contrary, the Investment Advisor may, upon the direction of the Lead Participant and the Governing Board, direct the Custodian to establish other specially designated Funds, in addition to the Government Fund, with specified investment characteristics that may be more limited than the Investment Property but may not be broader. The Investment Advisor, in concert with the Lead Participant, may cause the Custodian to establish any such Funds once the Board and the Lead Participant have approved in writing the investment characteristics of any such Funds. If established, any such Funds shall consist only of Permitted Investments, and the investment characteristics of each such Fund shall be set forth in a separate Investment Policy made as an exhibit to this Cooperative Investment Agreement titled "Exhibit - A" with the applicable number being inserted in the blank and discussed in an Information Statement to the Participants. The establishment of such Funds shall be deemed an amendment of this Cooperative Investment Agreement as described in Section 11.1. According to the contribution and reporting procedures set forth in Section 2 and Section 7 hereof, a Participant may direct the Lead Participant to invest its monies in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor may cause to be maintained a separate rating on each such Fund. All provisions of this Cooperative Investment Agreement and the Investment Advisor Agreement shall apply to any such Funds.

9.4. Special Subaccounts - Notwithstanding anything in this Cooperative Investment Agreement to the contrary, the Investment Advisor from time-to-time may propose to the Participants that the Participants establish specially designated, individualized subaccounts within any Fund with investment, withdrawal, contribution, or other characteristics different, but no broader, than those set forth in this Cooperative Investment Agreement. Such characteristics may include without limitation certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees as set forth in the Services Agreement. A Participant in its sole discretion may create such proposed special, individualized subaccounts within any Fund. Any special subaccount that is created pursuant to this Section 9.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special subaccount are amended by the specific Participant with such subaccount. In order to amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special subaccount. Such investment policy may not be broader than the Investment Policy of Government Fund attached to this Cooperative Investment Agreement as Exhibit A or if a subaccount is created for a Government Fund, such investment

policy may not be broader than the investment policy outlined in the exhibit corresponding to such Government Fund, and in no case shall it be broader than the Investment Policy contained in Exhibit A hereto. The establishment of such special subaccounts and the amendment of the investment policy for such subaccount shall not be deemed an amendment of this Cooperative Investment Agreement. The Investment Advisor shall calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for other Participants.

ARTICLE X

The Administrator

10.1. Appointment - The Governing Board is primarily responsible for the general supervision and administration of the Investment Property. However, the Governing Board is not required personally to perform all of the administrative tasks required under this Agreement and, consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board shall appoint an Administrator for purposes of this Agreement and may grant or delegate such administrative authority to perform ministerial functions to the Administrator or to any other Person the services of whom are obtained by the Administrator, provided that no investment discretion can be delegated to the Administrator. The Governing Board may appoint one or more Persons to serve jointly as co-administrators. The Administrator may also serve as the Investment Advisor and/or the Custodian.

10.2. Successors - In the event that, at any time, the Administrator shall resign or shall be terminated pursuant to the provisions of the Services Agreement, the Governing Board may appoint a successor thereto in accordance with Section 11.1 and 11.2.

ARTICLE XI

Amendment and Termination

11.1. **Amendment** - This Agreement, including the Exhibits hereto, can be amended by the Participants from time-to-time as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the proposed amendment and declaring its advisability.

(b) The Governing Board shall promptly, and in any event within five Business Days, notify each Participant (i) of the terms of the proposed amendment, (ii) of the date on which such resolution was adopted, and (iii) that each Participant has sixty (60) days from the date of the adoption of such resolution by the Governing Board to approve the proposed amendment.

(c) Sixty (60) days after the date of the adoption of such resolution, each Participant shall be deemed to have given notice of withdrawal pursuant to Section 7.3 hereof unless it has theretofore delivered to the Governing Board an executed counterpart of the proposed amendment and a certificate, to be provided by the Governing board, stating that the necessary actions have been taken for the Participant to approve the proposed amendment.

(d) The proposed amendment shall become effective once the withdrawal of every Participant deemed to have given notice of withdrawal under Section 11.1 (c) in connection with the proposed amendment has become effective.

11.2. **Streamlined Steps for Certain Amendments** - The provisions of Section 11.1 to the contrary notwithstanding, if an amendment is to effect a replacement of the Lead Participant with another Participant consenting to serve as such, or to replace the Administrator or the Custodian, or to make related changes to this Agreement reasonably necessary or convenient to accommodate the Lead Participant, Administrator, or Custodian (such as, without limitation, changes to responsibilities and compensation) that are, in the determination of the Governing Board, expected to be in the best interest of the Participants (such as creating Funds and instituting further restrictions to Investment Policy) taken as a whole, the procedures of this Section 11.2 shall apply as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the amendment and including the identity of any replacement Administrator, the replacement Custodian, or the Participant who is to become Lead Participant and the date upon which such amendment is to become effective. In lieu of establishing such date in the resolution, the Governing Board may delegate the authority to establish such date to the Chair;

(b) The Executive Director shall promptly, and in any event within five (5) Business Days, notify each Participant of the terms of the amendment and the date on which such resolution was adopted; and

(c) Such amendment shall not become effective until at least thirty (30) days have elapsed since the notification of each Participant. Participants who have not withdrawn by such time shall be deemed to have consented to such.

11.3. Termination

(a) This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if:

(i) at any time after the date hereof, there are fewer than two Participants; or

(ii) this Agreement is not amended to name a new Lead Participant on or before the day that is immediately prior to the date on which the resignation or withdrawal of the Lead Participant would otherwise become effective.

(b) Upon the termination of this Agreement pursuant to this Section 11.3:

(i) The Governing Board shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Liabilities and winding up its affairs in connection with the Investment Property;

(ii) The Governing Board shall proceed to wind up its affairs in connection with the Investment Property, and all of the powers of the Governing Board, Lead Participant, the Lead Fiscal Officer, and the advisors under this Agreement shall continue until the affairs of the Governing Board in connection with the Investment Property shall have been wound up including but not limited to the power to fulfill or discharge obligations under the Service Agreements, collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Investment Property to one or more Persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay Investment Liabilities, and do all other acts appropriate to liquidate its affairs in connection with the Investment Property; and

(iii) After paying or adequately providing for the payment of all Investment Liabilities, and upon receipt of such releases, indemnities, and refunding agreements as the Governing Board deems necessary for its protection, the Governing Board may distribute the remaining Investment property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Governing Board shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Governing Board, Lead Participant, Lead Fiscal Officer, Participants, and advisors shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged provided that Section 2.7 hereof shall survive any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 11.3 (a) (ii) hereof, the resignation and/or withdrawal of the Lead Participant shall be postponed until the instrument contemplated by Section 11.3 (c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

ARTICLE XII

Miscellaneous

12.1. Governing Law - This Agreement is executed by the Participant and delivered in the State of New York and with reference to the laws thereof and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the State of New York.

12.2. Counterparts - This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by and such original counterpart.

12.3. Reliance On Third Parties - Any Person dealing with the Governing Board shall be entitled to rely upon a certificate executed by a Person who, according to the records maintained hereunder, appears to be a Governing Board member with respect to any of the following matters: (i) the number or identity of advisors or Participants; (ii) the identity of the Lead Participant or the Lead Fiscal Officer; (iii) the due authorization of the execution of any instrument or writing; or (iv) the existence of any fact or facts which in any manner relate to this Agreement.

12.4. Provisions in Conflict with Law - The provisions of this Agreement are severable and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable Laws, the Conflicting Provisions shall be deemed to have never constituted a part of this Agreement, and this Agreement may be amended pursuant to Section 11.1 hereof to remove the Conflicting Provisions provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including but not limited to selection of the Lead Participant, election of Governing Board members, and the designation of advisors) prior to the discovery or removal of the Conflicting Provisions.

12.5. Gender: Section Headings

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction, or effect.

12.6. No Assignment - No Participant may sell, assign, pledge, or otherwise transfer any of its rights or benefits under this Agreement to any other Person, and any purported sale, assignment, pledge, or other transfer shall be null and void.

12.7. No Partnership - Notwithstanding any provision hereof to the contrary, this Agreement does not constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the Participants intends this Agreement to constitute a partnership or any other Investment venture or association. Furthermore, none of the Participants has any authority hereunder to personally bind or act as agent for another Participant in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.

12.8. Construction of Powers - In construing the provisions of Section 4.4 hereof, the presumption shall be in favor of a grant of power to the Governing Board. The Governing Board shall not be required to obtain any court order to deal with the Investment Property.

12.9. Notice - Unless otherwise specified in this Agreement, all notices required to be sent under this Agreement: (a) shall be in writing, (b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the Person entitled thereto at his address as it appears on the records maintained by the Governing Board or via electronic mail, and (c) shall be deemed to have been given on the day of such mailing.

IN WITNESS WHEREOF, the Lead Participant has caused this Agreement to be executed in its name and on its behalf as of the date first written above.

Lead Participant
Harold J. Port III; Deputy County Executive
By: *Harold J. Port III*

for Name: Stefan ("Steven") M. Neuhaus
Title: County Executive

EXHIBIT A

This Investment Policy restricts the portfolio to the following and such other investments as may be authorized in the future for Participants under New York State Law:

- Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment.
- Obligations of the State of New York.
- Obligations issued pursuant to section 24.00 or 25.00 of the local finance law (with the approval of the State Comptroller) by any municipality, school district, or district corporation not participating in the cooperative.
- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York, collateralized in accordance with the provisions of General Municipal Law, Section 10, or in accordance with all of the following conditions:
 1. The moneys are invested through a bank or trust company located and authorized to do business in New York.
 2. The bank or trust company arranges for the deposit of moneys in certificates of deposit in one or more banking institutions, as defined by Section nine-r of the State Banking Law, for the account of Participants.
 3. The full amount of the principal and accrued interest of each such certificate of deposit must be insured by the Federal deposit insurance corporation.
 4. The bank or trust company acts as custodian for Participants with respect to such certificates of deposit issued.
 5. At the same time that moneys are deposited and the certificates of deposit are issued for the account of Participants, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by Participants through the bank or trust company.
- Special time deposits may be maintained only with, and certificates of deposits may be purchased only from, credit-worthy banks and trust companies.
- Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities that have a short term issuer credit rating (actual or imputed) of at least 'A-1' by S&P Global Ratings.

No more than 25% of the portfolio may be invested overnight with any one counterparty, unless the counterparty is rated 'A-1+' by S&P then no more than 50% of the portfolio may be invested overnight with such a counterparty.

A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement) must be signed by all parties and on file prior to executing any transaction.

Tri-party repurchase agreements are permissible with Governing Board approved counterparties and third party custodians (acting for both the party and the counterparty). Written tri-party custodian agreements (in addition to The Bond Market Association standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction. Tri-party repurchase agreements shall not exceed thirty (30) calendar days.

Collateral (purchased securities) shall be limited to the following and shall be indicated as such in the tri-party custodian agreement:

U.S. Treasuries (Bills, Bonds , Notes, Strips), GNMA I/II Others-Fixed Rate, and GNMA I/II Others-Adjust Rate.

Term repurchase agreements (TRA) are considered eligible investments under the following conditions:

- For TRAs between two to five Business Days: A maximum of 10% of the portfolio with any one dealer.
- For TRAs with maturities of more than five Business Days: A maximum of 5% of the portfolio.
- TRAs shall not exceed thirty (30) calendar days.

TRAs shall fulfill all requirements of The Bond Market Association master repurchase agreement.

The Repurchase Agreements between Participants and the various approved counterparties require that the aggregate market value of all Purchased Securities from any particular counterparty be at least 102% (the Margin) of the aggregate Purchase Price of the Purchased Securities.

The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between the Governing Board and its professionals and the various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the Portfolio Manager may use discretion before directing that a counterparty supply additional Purchased Securities until such time as the margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the Portfolio Manager shall notify the counterparty to provide sufficient additional securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next Business Day.

- The maximum final maturity per fixed rate security fully guaranteed by or for which the full credit of the United States Treasury is pledged for payment is 13 months (397 days).
- The maximum final maturity per floating rate fully guaranteed by or for which the full credit of the United States Treasury is pledged for payment is two years (762 days).
- The weighted average maturity to reset cannot exceed 60 days.
- The weighted average maturity to final cannot exceed 120 days.

INVESTMENTS FOR COUNTIES ONLY:

(i) General obligation bonds and notes of any other state other than New York State provided that such bonds and notes receive the highest rating of at least one independent rating agency designated by the State Comptroller;

(ii) obligations of any corporation organized under the laws of any state in the United States maturing within 270 days, provided that such obligations receive the highest rating of two independent rating services designated by the State Comptroller and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months, provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the State Comptroller and is the successor or wholly owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six month period, provided, however, that no more than \$250,000,000 may be invested in such obligations of any one corporation; or

(iii) bankers' acceptances maturing within 270 days which are eligible for purchase in the open market by federal reserve banks and which have been accepted by a bank or trust company which is organized under the laws of the United States or of any state thereof and which is a member of the federal reserve system and whose short-term obligations meet the criteria outlined in clause (ii). Provided, however that no more than \$250,000,000 may be invested in such bankers' acceptances of any one bank or trust company; or

(iv) obligations of, or instruments issued by or fully guaranteed as to principal and interest by, any agency or instrumentality of the United States acting pursuant to a grant of authority from the congress of the United States, including but not limited to, any federal home loan bank or banks, the Tennessee Valley Authority, the federal home loan mortgage corporation and the United States postal service, provided, however, that no more than \$250,000,000 may be invested in such obligations of any one agency.

(v) no-load money market mutual funds registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, provided that such funds are limited to investments in obligations of issued or guaranteed by the United States of America or in obligations of agencies or instrumentalities of the United States of America where the payment of principal and interest are guaranteed by the United States of America (including contracts for the sale and repurchase of any such obligations), and are rated in the highest rating category by at least one nationally recognized statistical rating organization, provided, however, that no more than \$250,000,000 may be invested in such funds.