



AG/Planning/Environmental

Committee Meeting

60 Central Ave.
Cortland, NY 13045
<http://www.cortland-co.org>

~ Minutes ~

Thursday, January 13, 2022

10:00 AM

Board Room

CALL TO ORDER

The meeting was called to order at 10:00 AM by Committee Chair Beau Harbin

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Beau Harbin	Cortland County, NY	Committee Chair	Present	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present	
Paul Heider	Cortland County, NY	Committee Member	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Present	
Mitchel Eccleston	Cortland County, NY	Committee Member	Present	
Christopher Newell	Cortland County, NY	Board Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Trisha Jesset	Cortland County, NY	Director of Planning	Present	
Ilya Shmulenson	Lime Hollow Nature Center	Executive Director	Present	
David Rutherford	Cortland County, NY	Executive Director, Cornell Cooperative Extension	Remote	
Amanda Barber	Cortland County Soil and Water Conservation District	Executive Director	Remote	
Mary Roodenburg	Cortland County, NY	Planning Department	Remote	

MINUTES

1. Ag/Planning/Environmental - Committee Meeting - Dec 1, 2021 9:30 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Douglas Bentley, Committee Member
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Bentley, Harbin, Van Dee, Heider, Bischoff, Wilson, Eccleston

RESOLUTIONS

AGENDA ITEM NO. 1 – Appoint Members to Transportation Advisory Committee - Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 1/27/2022 6:00 PM
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Bentley, Harbin, Van Dee, Heider, Bischoff, Wilson, Eccleston

ON MOTION OF HARBIN

RESOLUTION NO.

Appoint Members to Transportation Advisory Committee - Planning Department

WHEREAS, Resolution No. 289-19 authorized the formalization of the Transportation Advisory Committee as a Citizen's Advisory Committee, AND

WHEREAS, the Transportation Advisory Committee as a formal subcommittee of the Agriculture, Planning, and Environment Committee will consist of a membership from a wide variety of community service agencies and government agencies, AND

WHEREAS, Beau Harbin has been appointed as the Chair of the Agricultural, Planning and Environmental Committee, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature appoint Beau Harbin to be legislative representative on the Transportation Advisory Committee for a term ending December 31, 2024.

AGENDA ITEM NO. 2 – Authorize Agreement with the Marathon Snowdusters, Inc Snowmobile Club for Annual Snowmobile Trail Maintenance Grant Funding Years 2021-2022 - County Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 1/27/2022 6:00 PM
MOVER:	Mitchel Eccleston, Committee Member
SECONDER:	Paul Heider, Committee Member
AYES:	Bentley, Harbin, Van Dee, Heider, Bischoff, Wilson, Eccleston

ON MOTION OF HARBIN

RESOLUTION NO.

Authorize Agreement with the Marathon Snowdusters, Inc Snowmobile Club for Annual Snowmobile Trail Maintenance Grant Funding Years 2021-2022 - County Planning Department

WHEREAS, Article 27 of the New York State Parks, Recreation and Historic Preservation Law establishes a mechanism for allocating funds to local governmental sponsors for the development and maintenance of snowmobile trails designated as part of the State Snowmobile Trail System, AND

WHEREAS, Cortland County under Section 27.17 of the State Parks, Recreation and Historic Preservation Law will apply for Snowmobile Trail Development and Maintenance grant funding for the period of April 1, 2021 to March 31, 2022, AND

WHEREAS, Cortland County enters into agreements with certain Snowmobile Clubs to ensure that the clubs perform trail maintenance and grooming of existing trails throughout Cortland County, AND

WHEREAS, the County serves as the local sponsor for the grant application and as the grant recipient, AND

WHEREAS, the County will retain an administration fee up to ten percent (10%) of the grant award to offset the actual cost for administration expenses incurred as the local grant sponsor for the period of April

1, 2021 to March 31, 2022, but will transfer funds from the grant to the various snowmobile clubs to reimburse for the maintenance and grooming of the local snowmobile trail system, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby authorizes the County Administrator upon review and approval by the County Attorney or designee to sign the agreement with the Marathon Snowdusters, Inc. Snowmobile Club for the purposes as previously stated for the period April 1, 2021 to March 31, 2022.

AGENDA ITEM NO. 3 – Authorize 2022 Agreement - Southern Tier East Regional Planning Development Board - Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 1/18/2022 10:00 AM
MOVER:	Douglas Bentley, Committee Member
SECONDER:	Ronald J. Van Dee, Committee Member
AYES:	Bentley, Harbin, Van Dee, Heider, Bischoff, Wilson, Eccleston

ON MOTION OF HARBIN

RESOLUTION NO.

Authorize 2022 Agreement - Southern Tier East Regional Planning Development Board - Planning Department

WHEREAS, a proposed agreement between Cortland County and the Southern Tier East Regional Planning Development Board for 2022 in the amount of \$12,000 has been received, AND

WHEREAS, \$10,000 of these funds are included in the 2022 budget in account A10105.54040, AND

WHEREAS, due to an increase in the contract amount, another \$2,000 is needed, 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 enter into an agreement for 2022 with the Southern Tier East Regional Planning Development Board, AND BE IT FURTHER

RESOLVED, that the 2022 Cortland County Budget be amended as follows:

Increase:

A10105.54040	Assoc/Membership Dues	\$2,000
A359900	Appropriated Fund Balance	\$2,000

AGENDA ITEM NO. 4 – Appoint Members - Central New York Regional Planning and Development Board

RESULT:	APPROVED [UNANIMOUS]
	Next: 1/27/2022 6:00 PM
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Bentley, Harbin, Van Dee, Heider, Bischoff, Wilson, Eccleston

Appoint Members - Central New York Regional Planning and Development Board

WHEREAS, the terms of Cortland County Representatives have expired on the Central New York Regional Planning and Development Board, NOW THEREFORE BE IT

RESOLVED, that the following be appointed in conformance with the Regional Planning and Development Board By-Laws:

Trisha Jesset	County Planning Department Director	Term expires 12/31/22
Garry VanGorder	At Large Representative	Term expires 12/31/22
Kevin Fitch	County Legislative Chair (ex-officio)	Term expires 12/31/23
Beau Harbin	Legislative Planning Committee Chair (ex-officio)	Term expires 12/31/23
Christopher Newell	County Legislator	Term expires 12/31/22
Linda Hartsock	At Large Representative	Term expires 12/31/22

AGENDA ITEM NO. 5 – Authorize 2022 Agreement - Cornell Cooperative Extension

RESULT:	APPROVED [UNANIMOUS]
	Next: 1/18/2022 10:00 AM
MOVER:	Susan Wilson, Committee Member
SECONDER:	Douglas Bentley, Committee Member
AYES:	Bentley, Harbin, Van Dee, Heider, Bischoff, Wilson, Eccleston

Authorize 2022 Agreement - Cornell Cooperative Extension

WHEREAS, the 2022 Adopted Budget appropriated funds in the amount of \$258,420.00 for the operation of the Cornell Cooperative Extension of Cortland County programs, NOW THEREFORE BE IT

RESOLVED, in consideration of the services to be performed by Cornell Cooperative Extension of Cortland County, the County agrees to pay to Cornell Cooperative Extension of Cortland County the sum of two hundred fifty eight thousand four-hundred twenty dollars (\$258,420) in payments as follows: The amount of sixty-four thousand six-hundred five dollars (\$64,605) upon the execution of this Agreement and the amount of sixty-four thousand six-hundred five dollars (\$64,605) on the first day of April, July and October 2022. However, prior to the payment of the second payment and each payment thereafter, Cornell Cooperative Extension of Cortland County shall submit to the County Finance Office an account of its disbursements on a form mutually agreed to by the Cornell Cooperative Extension of Cortland County and the County, AND BE IT FURTHER

RESOLVED, that a maintenance in lieu of rent payment in the amount of sixty-three thousand seven hundred twenty-three dollars (\$63,723) is due to the County of Cortland as follows: The amount of fifteen-thousand nine-hundred thirty dollars and seventy-five cents (\$15,930.75) is due within 15 days of the execution of this agreement and the amount of fifteen-thousand nine-hundred thirty dollars and seventy-five cents (\$15,930.75) is due on the 15th day of April, July, and October, 2022, AND BE IT FURTHER

RESOLVED, that pursuant to Section 224 of the County Law, said agency shall render to the County Legislature a certified account of disbursements with verified or certified figures attached, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to enter into an agreement with Cornell Cooperative Extension of Cortland County, AND BE IT FURTHER

RESOLVED that the County Treasurer be and hereby is authorized and directed to make payment from account #A87505.54815, AND BE IT FURTHER

RESOLVED, that any unused amounts of said sums shall be refunded to the County of Cortland.

AGENDA ITEM NO. 6 – Appoint Member - Cornell Cooperative Extension of Cortland County Board of Directors

RESULT:	APPROVED [UNANIMOUS]
	Next: 1/27/2022 6:00 PM
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Bentley, Harbin, Van Dee, Heider, Bischoff, Wilson, Eccleston

ON MOTION OF HARBIN

RESOLUTION NO.

Appoint Member - Cornell Cooperative Extension of Cortland County Board of Directors

WHEREAS, the Cortland County Legislature is provided a seat on the Cornell Cooperative Extension of Cortland County Board of Directors, AND

WHEREAS, Beau Harbin has previously served on this Board and has expressed a desire to serve again, NOW THEREFORE BE IT

RESOLVED, that Beau Harbin of 25 West Court Street, Cortland, New York 13045, be and hereby is appointed to the Cornell Cooperative Extension of Cortland County Board of Directors for a two year term ending December 31, 2023.

MONTHLY REPORTS

1. Planning Department Monthly Budget Report

RESULT:	COMPLETED
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2. Planning Department - Activity Report - January 2022

RESULT:	COMPLETED
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3. Mobility Management Update

RESULT:	COMPLETED
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4. SPCA Monthly Report

RESULT:	COMPLETED
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5. Soil and Water Conservation District Monthly Report

RESULT:	COMPLETED
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6. Cornell Cooperative Extension Monthly Report

RESULT:	COMPLETED
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ADJOURNMENT

The meeting was closed at 11:04 AM



AG/Planning/Environmental

Committee Meeting

60 Central Ave.
Cortland, NY 13045
<http://www.cortland-co.org>

~ Minutes ~

Wednesday, December 1, 2021

9:30 AM

Board Room

CALL TO ORDER

The meeting was called to order at 9:36 AM by Committee Chair Kevin Fitch

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Beau Harbin	Cortland County, NY	Committee Member	Present	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Excused	
Kevin Fitch	Cortland County, NY	Committee Chair	Present	
Joseph Nauseef	Cortland County, NY	Committee Member	Excused	
Mitchel Eccleston	Cortland County, NY	Committee Vice-Chair	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Paul Heider	Cortland County, NY	Board Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Christopher Newell	Cortland County, NY	Board Member	Present	
Melissa Potter	Cortland County, NY	Mobility Manager	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Board Member	Present	
George Wagner	Cortland County, NY	Board Member	Present	
Charles Sudbrink	Cortland County, NY	Superintendent of Highways	Present	
Tom Brown	Cortland County, NY	Democratic Election Commissioner	Present	
Robert Howe	Cortland County, NY	Republican Election Commissioner	Present	
Wendy Franklin	Cortland County, NY	Assistant County Attorney	Present	
Andrea Herzog	Cortland County, NY	Director, Budget & Finance	Present	
Patricia Dawson	Cortland County, NY	Deputy Clerk of the Legislature	Present	
Cathy Bischoff	Cortland County, NY	Board Member	Present	
Trisha Jesset	Cortland County, NY	Director of Planning	Present	
Whitney Hargett	Cortland County, NY	Community Member	Present	
Amanda Barber	Cortland County Soil & Water	Director	Remote	
David Rutherford	Cortland County, NY	Executive Director, Cornell Cooperative Extension	Remote	
Donald Fisher	Little York Lake Association	Member	Remote	
Gary Lawrence	Little York Lake Association	Member	Remote	
Kevin Smith	Cortland Voice	Report	Remote	

Minutes Acceptance: Minutes of Dec 1, 2021 9:30 AM (MINUTES)

MINUTES

1. Ag/Planning/Environmental - Committee Meeting - Nov 2, 2021 10:00 AM

RESULT:	ACCEPTED [4 TO 0]
MOVER:	Beau Harbin, Committee Member
SECONDER:	Mitchel Eccleston, Committee Vice-Chair
AYES:	Douglas Bentley, Beau Harbin, Kevin Fitch, Mitchel Eccleston
EXCUSED:	Susan Wilson, Joseph Nauseef
AWAY:	Ronald J. Van Dee

PRESENTATIONS

1. Public Redistricting Informational Presentation

RESULT:	COMPLETED
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RESOLUTIONS

AGENDA ITEM NO. 1 – Authorize 2022 Agreement with Cortland County SPCA for Animal Control and Animal Cruelty Investigation Services

RESULT:	APPROVED [4 TO 0]
	Next: 12/7/2021 10:00 AM
MOVER:	Beau Harbin, Committee Member
SECONDER:	Douglas Bentley, Committee Member
AYES:	Douglas Bentley, Beau Harbin, Kevin Fitch, Mitchel Eccleston
EXCUSED:	Susan Wilson, Joseph Nauseef
AWAY:	Ronald J. Van Dee

ON MOTION OF FITCH**RESOLUTION NO.**

Authorize 2022 Agreement with Cortland County SPCA for Animal Control and Animal Cruelty Investigation Services

WHEREAS, the Cortland County Legislature adopted the 2022 County budget which included appropriated funds for use by the Cortland County Society for the Prevention of Cruelty to Animals (SPCA), NOW THEREFORE BE IT

RESOLVED, that 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 enter into a contract between the County of Cortland and the Cortland County Society for the Prevention of Cruelty to Animals, whereby in consideration of the sum of \$45,000.36 paid by the County in quarterly payments on the dates before or on 3/31/22, 6/30/22, 9/30/22 and 12/31/22, the SPCA will provide during normal business hours, Monday through Friday, answering service to receive complaints regarding cruelty to animals, investigate all cases involving cruelty to animals and cooperate with appropriate law enforcement agencies in the prevention and prosecution of such cases, AND BE IT FURTHER

RESOLVED, that the County Treasurer is hereby authorized and directed to pay said Society the sum of \$45,000.36 from Account Number A35105.54815 in accordance with the terms of said contract.

AGENDA ITEM NO. 2 – Authorize Application for Accelerated Transit Capital (ATC) Program Grant Funding 2021-2022

RESULT: APPROVED [4 TO 0]

Next: 12/7/2021 10:00 AM

MOVER: Beau Harbin, Committee Member

SECONDER: Mitchel Eccleston, Committee Vice-Chair

AYES: Douglas Bentley, Beau Harbin, Kevin Fitch, Mitchel Eccleston

EXCUSED: Susan Wilson, Joseph Nauseef

AWAY: Ronald J. Van Dee

ON MOTION OF FITCH

RESOLUTION NO.

Authorize Application for Accelerated Transit Capital (ATC) Program Grant Funding 2021-2022

WHEREAS, the New York State budget includes \$20 million for the Accelerated Transit Capital (ATC) Program which provides \$20 million in 100 percent reimbursed State capital funding for upstate public transportation to rehabilitate, restore and modernize public transit assets, AND

WHEREAS, the ATC funds may be used with a FTA eligible capital project that has a 10 year useful life span which includes vehicle rehabilitation and/or replacement, fleet enhancement, deployment of new technologies, passenger amenities and maintenance facilities but excludes transit studies, preventive maintenance or capital administration expenses, AND

WHEREAS, the amount of the ATC funding available to Cortland County for SFY 2021-2022 is \$52,056, which is apportioned based on the share of Statewide Transportation Operating Assistance (STOA) program funds received in the prior State fiscal year, AND

WHEREAS, there is no required local match and therefore no cost to Cortland County, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney, is hereby authorized to act on behalf of the County of Cortland to sign the SFY 2021-2022 ATC Program Grant application, AND BE IT FURTHER

RESOLVED, the County Administrator, upon review and approval by the County Attorney or designee is authorized to act on behalf of the County of Cortland to sign the following:

- 1) Any and all agreements between the County of Cortland and any third party subcontractors necessary to complete the above named project; and
- 2) Any and all municipality/vendor contracts pursuant to the application and agreement which are necessary to complete the above named project.

AGENDA ITEM NO. 3 – Authorize Cortland County to Provide Administrative Services - Community Development Block Grant Application: CARES Act Funding for the S.E.P.P. Group

RESULT: APPROVED [UNANIMOUS]

Next: 12/7/2021 10:00 AM

MOVER: Douglas Bentley, Committee Member

SECONDER: Mitchel Eccleston, Committee Vice-Chair

AYES: Bentley, Harbin, Van Dee, Fitch, Eccleston

EXCUSED: Susan Wilson, Joseph Nauseef

Minutes Acceptance: Minutes of Dec 1, 2021 9:30 AM (MINUTES)

Authorize Cortland County to Provide Administrative Services - Community Development Block Grant Application: CARES Act Funding for the S.E.P.P. Group

WHEREAS, there is grant funding available through the New York State Office of Community Renewal through its Community Development Block Grant Program (CDBG) CARES Act, AND

WHEREAS, in order to be eligible for these funds municipalities must be the recipient of the funding, AND

WHEREAS, The S.E.P.P. Group is applying for funding for a housing expansion project, NOW THEREFORE BE IT

RESOLVED, that Cortland County will administer and be the recipient of the CDBG CARES ACT funding with a 5% administration fee of the total project, AND BE IT FURTHER

RESOLVED, that The S.E.P.P Group will be the sub-recipient of the CDBG CARES ACT funding and will submit all necessary documentation to the County prior to receiving any funding, AND BE IT FURTHER

RESOLVED, the Cortland County Legislature hereby authorizes the filing of a CDBG CARES Act grant application, AND BE IT FURTHER

RESOLVED, that all costs of this project will be paid by The S.E.P.P. Group and there will be no cost to the County, AND BE IT FURTHER

RESOLVED, the Legislature hereby directs the Clerk of the Legislature or designee to schedule the requisite public hearings as required for this grant application, AND BE IT FURTHER

RESOLVED, that the Legislature hereby authorizes the County Administrator and the Chair of the Legislature, subject to review by the County Attorney or designee to sign agreements pertaining to the receipt of the Community Development Block Grant Program (CDBG) CARES Act for The S.E.P.P. Group.

AGENDA ITEM NO. 4 – Authorize Agreement Bus Shelter Christopher Communities - Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 12/16/2021 6:00 PM
MOVER:	Beau Harbin, Committee Member
SECONDER:	Mitchel Eccleston, Committee Vice-Chair
AYES:	Bentley, Harbin, Van Dee, Fitch, Eccleston
EXCUSED:	Susan Wilson, Joseph Nauseef

ON MOTION OF FITCH

RESOLUTION NO.

Authorize Agreement Bus Shelter Christopher Communities - Planning Department

WHEREAS, Christopher Communities is requesting a bus shelter to be installed at one of their facilities in Cortland County, AND

WHEREAS, monies awarded from the Federal 5311 Capital Grant will be used for the purchase of the bus shelter and are in the 2021 budget line A56305.52015, AND

Minutes Acceptance: Minutes of Dec 1, 2021 9:30 AM (MINUTES)

WHEREAS, the Cortland County Planning Department has solicited and received three written quotes as follows:

Company	Address	Quote
Handi-Hut	3 Grunwald St, Clifton, NJ 07013	\$7,330
Brasco International, Inc.	32400 Industrial Drive, Madison Heights, MI 48071	\$7,975
Columbia Equipment Co.	72 Albany Avenue, Freeport, NY 11520	\$8,386.

, AND

WHEREAS, the lowest overall responsible quote for a bus shelter was from Handi-Hut, 3 Grunwald St., Clifton, NJ 07013, AND

WHEREAS, Cortland County will be reimbursed up to \$9,999 for the purchase of this bus shelter, AND

WHEREAS, Christopher Communities has agreed to assume responsibility for the maintenance and liability of the bus shelter, including the clearing of snow, providing clear walkways for passengers and keeping it free of trash and graffiti, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval as to form by the County Attorney or designee, is hereby authorized to sign an agreement with Handi-Hut, 3 Grunwald St, Clifton, NJ 07013 for a bus shelter in the amount of \$7,330.

AGENDA ITEM NO. 5 – Appoint Members - Agricultural and Farmland Protection Board

RESULT:	APPROVED [UNANIMOUS]
	Next: 12/16/2021 6:00 PM
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Mitchel Eccleston, Committee Vice-Chair
AYES:	Bentley, Harbin, Van Dee, Fitch, Eccleston
EXCUSED:	Susan Wilson, Joseph Nauseef

ON MOTION OF FITCH

RESOLUTION NO.

Appoint Members - Agricultural and Farmland Protection Board

WHEREAS, Resolution No. 182-93 created the Cortland County Agricultural and Farmland Protection Board, AND

WHEREAS, the Agricultural and Markets Law Section 302 (b) designates appointments are to be made by the Chair of the Legislature, AND

RESOLVED, that the following be and hereby is appointed to the Cortland County Agricultural and Farmland Protection Board for the terms indicated below:

Name	Address/Designation	Capacity	Term to Expire
Gerald Craig	4199 NYS Route 41 McGraw, NY 13101	Farmer	12/31/2025
Erin Madden	1 North Main Street Cortland, NY 13045	Rep. of Agri & Preserv./Farm Service Agency	12/31/2025

Rick Villnave	5887 Route 281 Homer, NY 13077	Farmer	12/31/2025
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AGENDA ITEM NO. 6 – Amend 2022 Budget to Add Additional Funding to the Soil and Water Conservation District

A roll call vote took place as follows:

	Votes	AYE	NAY	Total
Bentley (LD1)	2744	1		2744
Eccleston (LD17)	3379	1		3379
Fitch (LD8)	2990	1		2990
Harbin (LD2)	2747	1		2747
Nauseef (LD12)	2819		1	0
VanDee (LD4)	2743		1	0
Wilson (LD5)	2744		1	0

RESULT: APPROVED [4 TO 1]

Next: 12/7/2021 10:00 AM

MOVER: Beau Harbin, Committee Member

SECONDER: Mitchel Eccleston, Committee Vice-Chair

AYES: Douglas Bentley, Beau Harbin, Kevin Fitch, Mitchel Eccleston

NAYS: Ronald J. Van Dee

EXCUSED: Susan Wilson, Joseph Nauseef

ON MOTION OF FITCH

RESOLUTION NO.

Amend 2022 Budget to Add Additional Funding to the Soil and Water Conservation District

WHEREAS, the County Administrator (Budget Officer) presented the 2022 Tentative County Budget to the Cortland County Legislature on October 12, 2021, AND

WHEREAS, the Cortland County Legislature adopted the 2022 budget on November 18, 2021, AND

WHEREAS, the Legislature's Agricultural, Planning, and Environment Committee has recommended that the allocation for the Soil & Water Conservation District (SWCD) be increased by \$15,000 in the 2022 budget, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby amends the 2022 County Budget as follows:

DECREASE:

Contingency	A19905.54775	\$15,000.00
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INCREASE:

SWCD	A87105.54815	\$15,000.00
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AGENDA ITEM NO. 7 – Authorize 2022 Agreement with Cortland County Soil & Water District

RESULT: APPROVED [4 TO 1]

Next: 12/16/2021 6:00 PM

MOVER: Beau Harbin, Committee Member

SECONDER: Mitchel Eccleston, Committee Vice-Chair

AYES: Douglas Bentley, Beau Harbin, Kevin Fitch, Mitchel Eccleston

NAYS: Ronald J. Van Dee

EXCUSED: Susan Wilson, Joseph Nauseef

ON MOTION OF FITCH

RESOLUTION NO.

Authorize 2022 Agreement with Cortland County Soil & Water District

WHEREAS, the 2022 Adopted Budget was amended to appropriate the sum of \$180,000 to be paid to Cortland County Soil and Water Conservation District for the expense of maintaining said district and assisting the District in carrying out the provisions of the Soil Conservations Districts Law, AND

WHEREAS, at any time during 2022, the Chair of the Legislature may request the Directors of Cortland County Soil and Water Conservation District to submit a report in writing of a detailed statement of its work and transactions for the preceding year and for any other period of time requested, AND

WHEREAS, the Cortland County Legislature adopted the 2022 County budget which included appropriated funds for use by the Cortland County Soil and Water Conservation District (SWCD), NOW THEREFORE BE IT

RESOLVED, that 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 enter into a contract between the County of Cortland and the Cortland County Soil and Water Conservation District, AND BE IT FURTHER

RESOLVED, that the payment for said contract be made in quarterly payments in the amount of \$45,000, due within 15 days of approval of this resolution and on or before 4/1/22, 7/1/22 and 10/1/22 payable to Cortland County Soil and Water Conservation District to be used for the maintenance of said conservation district in carrying out the provisions of the Soil Conservation District Law.

AGENDA ITEM NO. 8 – Resolution Submitting the Little York Lake Special Taxing District to a Referendum

RESULT: APPROVED [UNANIMOUS]

Next: 12/16/2021 6:00 PM

MOVER: Beau Harbin, Committee Member

SECONDER: Ronald J. Van Dee, Committee Member

AYES: Bentley, Harbin, Van Dee, Fitch, Eccleston

EXCUSED: Susan Wilson, Joseph Nauseef

ON MOTION OF FITCH

RESOLUTION NO.

Resolution Submitting the Little York Lake Special Taxing District to a Referendum

WHEREAS, the Cortland County Legislature has created the "Little York Lake Protection and Rehabilitation District", hereinafter referred to as "District," pursuant to Resolution No. 298-21, AND

WHEREAS, the Cortland County Legislature finds that all of the property and property owners

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benefited are included within the limits of the proposed Special Taxing District, AND

WHEREAS, the Cortland County Legislature finds that it is in the public's interest to establish this Special Taxing District, AND

WHEREAS, creation of the Special Taxing District will not result in any adverse environmental impacts and, therefore, a negative declaration under the New York State Environmental Quality Review Act is appropriate, AND

WHEREAS, the creation of the District is subject to a permissive referendum in accordance with County Law § 101 and § 257, AND

WHEREAS, County Law section 101.4 authorizes the legislature to submit the matter directly to the qualified voters and thereby avoid the need for obtaining petitions, AND

WHEREAS, the Legislature wishes to avoid the necessity of obtaining and reviewing petitions, and wishes to send the matter directly to the qualified voters of the District, NOW THEREFORE BE IT

RESOLVED, that the creation of the Special Taxing District known as the "Little York Lake Protection and Rehabilitation District" be and hereby is submitted directly to the qualified voters, in accordance with County Law § 101.4, AND BE IT FURTHER

RESOLVED, that a special election be held by the Board of Elections no sooner than January 17, 2022, in the manner provided by the Election Law, AND BE IT FURTHER

RESOLVED, that the question to be put to the qualified voters is:

"Do you approve of the creation of the Little York Lake Protection and Rehabilitation District?"

MONTHLY REPORTS

1. SPCA Monthly Report

RESULT:	COMPLETED
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2. Monthly Budget Report - Planning Department

RESULT:	COMPLETED
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3. Planning Department - Activity Report December 2021

RESULT:	COMPLETED
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4. Cooperative Extension Monthly Report - November 2021

RESULT:	COMPLETED
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Committee Approval

1. Authorize Cortland County Planning Department to Work on Reconnect Grant

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Beau Harbin, Committee Member
SECONDER:	Douglas Bentley, Committee Member
AYES:	Bentley, Harbin, Van Dee, Fitch, Eccleston
EXCUSED:	Susan Wilson, Joseph Nauseef

DISCUSSION ITEMS

- a. Smoking at Dwyer Park and Other County Properties/Locations

This discussion item was moved to the January Agricultural, Planning & Environmental Committee meeting.

RESULT:	COMPLETED
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ADJOURNMENT

The meeting was closed at 11:03 AM

AGREEMENT

THIS AGREEMENT, entered into this day of January, 2022, by and between the **COUNTY OF CORTLAND**, New York, (the “COUNTY”), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and **Marathon Snowdusters, Inc.**, (the “CONTRACTOR”), with offices located at 1271 Quail Hill Road, Marathon, New York 13803.

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish snowmobile trail maintenance and grooming of existing or approved new trails throughout Cortland County in return for which the COUNTY, as the local sponsor, will reimburse CONTRACTOR for funding up to the amount approved for distribution to the CONTRACTOR by COUNTY based on approved, eligible expense documentation up to the limit of their portion of the grant award.

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning April 1, 2021 and ending March 31, 2022.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

The COUNTY will reimburse CONTRACTOR an advance payment of seventy percent (70%) of the funding amount approved to the CONTRACTOR by the Cortland County Legislature by resolution setting forth the allocation based upon estimated miles of trail groomed, within thirty days of receipt of the initial seventy percent (70%) payment to the COUNTY from the NYS Office of Parks, Recreation and Historic Preservation.

The CONTRACTOR will submit complete documentation verifying the CONTRACTOR’S expenditures to satisfy the requirements of the grant and the COUNTY shall then release available funds to the CONTRACTOR based upon eligible expenses, up to the CONTRACTOR’S awarded amount, within thirty days of receipt of the thirty percent (30%) payment to the COUNTY from the NYS Office of Parks, Recreation and Historic Preservation.

ARTICLE 4. ADMINISTRATION FEE

The CONTRACTOR understands that the COUNTY is allowed to include up to 10% of the final award amount for the labors hours associated with completing administrative requirements. The COUNTY must complete the

Appendix C Claim for Administrative Expenses and attach to an entry in the standard payment section of miscellaneous Attachment G form in the Automated Trail Grant Program which is submitted to the Snowmobile Unit at the New York State Department of Parks, Recreation and Historic Preservation for payment.

ARTICLE 5. CONTRACTOR'S INSURANCE

A.1 The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (i) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (ii) Automobile coverage with a combined single limit of \$1,000,000.00.
- (iii) Statutory Workers' Compensation, Disability Coverage, and Unemployment Insurance.
- (iv) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.
- (v) Specialty Insurance as noted below:
 - (a) Not Applicable if checked ☐
 - (b) Type: _____ Coverage Limit _____

A.2 Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY and who have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligations of the CONTRACTOR and not those of the COUNTY. The CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph. The provision of insurance by the CONTRACTOR shall not in any way limit the CONTRACTOR'S liability under this agreement.

B. The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured. In addition, the CONTRACTOR must provide an endorsement to the policy showing that the COUNTY is actually insured together with a copy of the policy declarations page.

C.1 Each policy of insurance shall contain clauses to the effect that:

- (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests,
- (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days prior written notice to the COUNTY, directed to the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature, and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the CONTRACTOR.

C.2 To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claim made” basis, and all such “claims made” policies shall provide that:

- (i) Policy retroactive dates coincide with or precede the CONTRACTOR’S start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- (ii) The CONTRACTOR will maintain similar insurance for at least 6 years following final acceptance of the services;
- (iii) If the insurance is terminated for any reason, the CONTRACTOR agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County;
- (iv) Immediate notice shall be given to the COUNTY through the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement;
- (v) Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance of such Notice of termination. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement; and
- (vi) The CONTRACTOR shall obtain replacement insurance within ten (10) days in the absence of which CONTRACTOR shall be in breach of this Agreement.

D. All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

E. Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (i) That he/she/it is financially solvent, that he/she/it is licensed to the extent required by law, and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (ii) That he/she/it has not been convicted of a crime under the laws of the United States or of any state,
- (iii) That he/she/it has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government,
- (iv) That no officer or employee of the County has an interest in this agreement, which would disqualify the CONTRACTOR from performing this agreement and receiving payment therefor,
- (v) That he/she/it's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations,
- (vi) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.
- (vii) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.

ARTICLE 7. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8. APPROPRIATIONS

If this agreement is funded by a grant or contract between the COUNTY and the State or Federal government or is otherwise subject to legislative appropriation, the COUNTY shall not be liable beyond the funds authorized by such legislation or provided by the COUNTY, State or Federal governments.

In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination.

The COUNTY shall remain liable for all charges and expenses incurred prior to the date of termination.

If funding is reduced below the level authorized by the COUNTY and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the COUNTY to the CONTRACTOR.

ARTICLE 9. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. The COUNTY shall have the right to stop work or terminate the Contract if:
- (i) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
 - (ii) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
 - (iii) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
 - (iv) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
 - (v) The CONTRACTOR fails or refuses to comply with all applicable laws, regulations or ordinances applicable to the performance of this agreement; or
 - (vi) The determination that any representation or certification made under this agreement is untrue; or
 - (vii) The CONTRACTOR violates any provision of the Contract;
 - (viii) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
 - (ix) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
 - (x) COUNTY may terminate if the contract is not funded.
- B. Upon termination of this agreement, the CONTRACTOR shall comply with all County close-out procedures, including but not limited to:
- (i) Accounting for and refunding to the COUNTY within 30 days, any unexpended funds which have been paid to the CONTRACTOR pursuant to this agreement;
 - (ii) Not incur any further obligations pursuant to this agreement after the termination date;
 - (iii) Submit to the COUNTY, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to CONTRACTOR'S performance of this agreement; and
 - (iv) Furnishing within 30 days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the CONTRACTOR through or provided under this agreement, and carrying out any COUNTY directive concerning the disposition thereof.

C. If the COUNTY terminates this agreement for cause, the COUNTY may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the COUNTY to complete the services herein will be charged to the CONTRACTOR and/or set off against any sums due the CONTRACTOR.

D. If the CONTRACTOR defaults, the COUNTY may at its option:

- (i) Terminate this agreement; and/or
- (ii) Recover counsel fees and all costs incurred to enforce this agreement; and/or
- (iii) Obtain replacement goods or services and hold the CONTRACTOR responsible for the replacement costs or expenses; and/or
- (iv) Pursue such other remedies as may be available under law or this agreement.

These remedies are cumulative.

E. Notwithstanding any other provisions of this agreement, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of the agreement or failure to perform in accordance with applicable professional standards, and the COUNTY may withhold payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined. The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 10. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 11. MONITORING OF PERFORMANCE

The COUNTY shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The CONTRACTOR hereby consents to the examination of the CONTRACTOR'S records and agrees to provide to or permit the COUNTY to obtain copies of any documents relating to the performance of this agreement. The CONTRACTOR shall maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends; whichever last occurs.

ARTICLE 12. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit. As an independent contractor, the CONTRACTOR shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the CONTRACTOR'S personnel engaged in the performance of the services. However, if any personnel of the CONTRACTOR act in a manner that is detrimental to the COUNTY, the COUNTY may require the CONTRACTOR to remove or replace such personnel with respect to the performance of services under this agreement.

ARTICLE 13. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

ARTICLE 14. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 15. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 16. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 17. NOTICES

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the CONTRACTOR: Business Name: Marathon Snowdusters, Inc.
 Physical Address: 1271 Quail Hill Road, Marathon, NY 13803
 Mailing Address: 1271 Quail Hill Road, Marathon, NY 13803
 Contact Person: Robbie Gutchess
 Telephone #: 607-849-6507
 E-Mail Address: rgutchess@yahoo.com

To the COUNTY:	Chair of the Legislature (and) County of Cortland 60 Central Avenue Cortland, New York 13045	<u>Planning Department</u> <u>Trisha R. Jesset, PE</u> <u>60 Central Avenue</u> <u>Cortland, New York 13045</u>
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ARTICLE 18. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 19. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 20. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 21. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 22. RECORDS RETENTION AND AUDIT

A. The COUNTY, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. Additionally, the CONTRACTOR shall:

- (i) Comply with any demands made by the COUNTY to provide information with respect to the payment of monies hereunder during the period covered by this paragraph;
- (ii) Maintain its books and records in accordance with generally accepted accounting principles or such other method of account, which is approved in writing by the COUNTY prior to the date of this agreement;
- (iii) Maintain the revenues and expenditures in connection with this agreement so they are separately identifiable;
- (iv) Fully document each expenditure or claim for payment. Expenditure or claims for payment which are not fully documented may be disallowed;
- (v) Agree to provide to or permit the COUNTY to examine or obtain copies of any documents relating to the payment of money to the CONTRACTOR or expenditures made by the CONTRACTOR for which reimbursement is made to the CONTRACTOR by the COUNTY;
- (vi) Maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends.

B. If the CONTRACTOR has expended, in any fiscal year, \$300,000.00 or more in funds provided by the Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the COUNTY, the CONTRACTOR shall provide the COUNTY with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501, et seq., as amended, and the regulations adopted pursuant to such Act.

C. In addition to the foregoing, if this agreement is financed by Medicare reimbursements, then until the expiration of four (4) years after the furnishing of the services provided under this agreement, the CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the CONTRACTOR carries out the duties of the agreement through a subcontractor worth \$10,000.00 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

ARTICLE 23. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Cortland County.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____

Robert Corpora
Cortland County Administrator

Acknowledgement

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Corpora**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CONTRACTOR

Marathon Snowduster's Inc

DATE: _____

BY: _____

(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD
CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)**

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: _____ Date: _____

Title: _____

EXHIBIT B – DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug free workplace process. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify that employees, that, as a condition of working of the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law in the United States or any state or Cortland County, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Print Name: _____ Date: _____

Signature: _____ Title: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor

Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in

filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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FOR 2022 01

		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A GENERAL FUND								
05 TRANSPORTATION								
5630 BUS OPERATIONS								
A	-05-8020-5630-44597 -19ATC		TRANSP - CAPITAL - FEDERAL					
A	-05-8020-5630-51005 -MOBM	-87,280	0 PERSONAL SERVICES	-87,280	.00	.00	-87,280.00	.0%
A	-05-8020-5630-52030 -	63,528	0 Vehicles	63,528	.00	.00	63,527.64	.0%
A	-05-8020-5630-52030 -19ATC	848,088	0 Vehicles	848,088	.00	.00	848,088.00	.0%
A	-05-8020-5630-54000 -MOBM	87,280	0 TELEPHONE, CELL & LONG DIST	87,280	.00	.00	87,280.00	.0%
A	-05-8020-5630-54005 -MOBM	132	0 Office Materials & Supplies	132	.00	.00	132.00	.0%
A	-05-8020-5630-54020 -MOBM	100	0 POSTAGE	100	.00	.00	100.00	.0%
A	-05-8020-5630-54035 -MOBM	100	0 EDUCATION & TRAINING	100	.00	.00	100.00	.0%
A	-05-8020-5630-54045 -MOBM	2,000	0 Travel & Sustenance	2,000	.00	.00	2,000.00	.0%
A	-05-8020-5630-54048 -MOBM	1,000	0 Prog Spec Materials & Supplies	1,000	.00	.00	1,000.00	.0%
A	-05-8020-5630-54055 -BUS	59,895	0 PROFESSIONAL SERVICES	59,895	.00	59.66	59,835.34	.1%
A	-05-8020-5630-54081 -	10,000	0 5311 EXPENSES	10,000	.00	.00	10,000.00	.0%
A	-05-8020-5630-54084 -	517,920	0 OPERATING ASSISTANCE	517,920	.00	.00	517,920.00	.0%
A	-05-8020-5630-54213 -MOBM	255,500	0 I/D COPIER	255,500	.00	.00	255,500.00	.0%
A	-05-8020-5630-58020 -MOBM	270	0 RETIREMENT	270	.00	.00	270.00	.0%
A	-05-8020-5630-58030 -MOBM	7,237	0 FICA	7,237	.00	.00	7,236.78	.0%
A	-05-8020-5630-58040 -MOBM	4,860	0 WORKERS COMP	4,860	.00	.00	4,860.29	.0%
		2,394	0	2,394	2,449.78	.00	-55.78	102.3%

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2022 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A -05-8020-5630-58060 -MOBM	20,854	HEALTH INS 0	20,854	.00	.00	20,854.00	.0%
A -05-8020-5630-58062 -MOBM	108	DENTAL INS 0	108	.00	.00	108.00	.0%
A -05-8020-5630-58065 -MOBM	24	VISION CARE BENEFITS 0	24	.00	.00	24.00	.0%
TOTAL BUS OPERATIONS	1,794,010	0	1,794,010	2,449.78	59.66	1,791,500.27	.1%
TOTAL TRANSPORTATION	1,794,010	0	1,794,010	2,449.78	59.66	1,791,500.27	.1%
07 RECREATION & CULTURE							
7989 SNOWMOBILE CLUBS							
A -07-8020-7989-54815 -	86,054	CONTRACTED AGENCIES 0	86,054	.00	.00	86,054.00	.0%
TOTAL SNOWMOBILE CLUBS	86,054	0	86,054	.00	.00	86,054.00	.0%
TOTAL RECREATION & CULTURE	86,054	0	86,054	.00	.00	86,054.00	.0%
08 HOME AND COMMUNITY SERVICES							
8020 PLANNING							
A -08-8020-8020-51005 -	236,384	PERSONAL SERVICES 0	236,384	.00	.00	236,383.74	.0%
A -08-8020-8020-51020 -	1,000	OVERTIME PAY 0	1,000	.00	.00	1,000.00	.0%
A -08-8020-8020-54000 -	530	TELEPHONE 0	530	.00	.00	530.00	.0%
A -08-8020-8020-54005 -	1,096	Office Materials & Supplies 0	1,096	.00	55.85	1,040.15	5.1%
A -08-8020-8020-54015 -	4,200	Maintenance Agreements 0	4,200	.00	.00	4,200.00	.0%
A -08-8020-8020-54020 -	400	POSTAGE 0	400	.00	.00	400.00	.0%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A -08-8020-8020-54035 -		EDUCATION & TRAINING					
	800	0	800	.00	.00	800.00	.0%
A -08-8020-8020-54045 -		Travel & Sustenance					
	100	0	100	.00	.00	100.00	.0%
A -08-8020-8020-54060 -		LEGAL NOTICES / ADVERTISING					
	456	0	456	.00	.00	456.00	.0%
A -08-8020-8020-54070 -		INSURANCE					
	1,754	0	1,754	.00	.00	1,754.48	.0%
A -08-8020-8020-54078 -		Fuel					
	200	0	200	.00	.00	200.00	.0%
A -08-8020-8020-54213 -		I/D COPIER					
	1,800	0	1,800	.00	.00	1,800.00	.0%
A -08-8020-8020-58020 -		RETIREMENT					
	27,120	0	27,120	.00	.00	27,120.16	.0%
A -08-8020-8020-58030 -		FICA					
	18,160	0	18,160	.00	.00	18,159.85	.0%
A -08-8020-8020-58040 -		WORKERS COMP					
	7,980	0	7,980	8,165.93	.00	-185.93	102.3%
A -08-8020-8020-58060 -		HEALTH INS					
	51,577	0	51,577	.00	.00	51,577.34	.0%
A -08-8020-8020-58062 -		DENTAL INS					
	361	0	361	.00	.00	361.00	.0%
A -08-8020-8020-58065 -		VISION CARE BENEFITS					
	79	0	79	.00	.00	79.00	.0%
TOTAL PLANNING	353,998	0	353,998	8,165.93	55.85	345,775.79	2.3%
TOTAL HOME AND COMMUNITY SERVICES	353,998	0	353,998	8,165.93	55.85	345,775.79	2.3%

22 DEPARTMENTAL/LOCAL REVENUE

5630 BUS OPERATIONS

A -22-8020-5630-41289 -BUS		DEPARTMENTAL FEES					
	-15,154	0	-15,154	.00	.00	-15,154.00	.0%
A -22-8020-5630-42300 -		TRANSP SERV OTHER GOVTS					
	-84,809	0	-84,809	.00	.00	-84,809.00	.0%
TOTAL BUS OPERATIONS	-99,963	0	-99,963	.00	.00	-99,963.00	.0%

8020 PLANNING

A -22-8020-8020-42189 -		OTHER HOME/COMMUN SERV FEES					
	-50	0	-50	.00	.00	-50.00	.0%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PLANNING	-50	0	-50	.00	.00	-50.00	.0%
TOTAL DEPARTMENTAL/LOCAL REVENUE	-100,013	0	-100,013	.00	.00	-100,013.00	.0%
23 STATE AID							
5630 BUS OPERATIONS							
A -23-8020-5630-43597 -	-84,809	TRANSP - CAPITAL PROJ - STATE 0	-84,809	.00	.00	-84,809.00	.0%
TOTAL BUS OPERATIONS	-84,809	0	-84,809	.00	.00	-84,809.00	.0%
7989 SNOWMOBILE CLUBS							
A -23-8020-7989-43989 -	-95,616	OTHER COMMUN DEV STATE AID 0	-95,616	.00	.00	-95,616.00	.0%
TOTAL SNOWMOBILE CLUBS	-95,616	0	-95,616	.00	.00	-95,616.00	.0%
TOTAL STATE AID	-180,425	0	-180,425	.00	.00	-180,425.00	.0%
24 FEDERAL AID							
5630 BUS OPERATIONS							
A -24-8020-5630-43597 -MOBM	-16,265	TRANSP - CAPITAL PROJ - STATE 0	-16,265	.00	.00	-16,265.00	.0%
A -24-8020-5630-44589 -	-517,920	STOA 5311 0	-517,920	.00	.00	-517,920.00	.0%
A -24-8020-5630-44590 -	-255,500	OPERATING ASSISTANCE REVENUE 0	-255,500	.00	.00	-255,500.00	.0%
A -24-8020-5630-44597 -	-678,470	TRANSP - CAPITAL - FEDERAL 0	-678,470	.00	.00	-678,470.00	.0%
A -24-8020-5630-44597 -MOBM	-130,114	TRANSP - CAPITAL - FEDERAL 0	-130,114	.00	.00	-130,114.00	.0%
TOTAL BUS OPERATIONS	-1,598,269	0	-1,598,269	.00	.00	-1,598,269.00	.0%
TOTAL FEDERAL AID	-1,598,269	0	-1,598,269	.00	.00	-1,598,269.00	.0%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL FUND	355,354	0	355,354	10,615.71	115.51	344,623.06	3.0%
TOTAL REVENUES	-1,965,987	0	-1,965,987	.00	.00	-1,965,987.00	
TOTAL EXPENSES	2,321,341	0	2,321,341	10,615.71	115.51	2,310,610.06	
GRAND TOTAL	355,354	0	355,354	10,615.71	115.51	344,623.06	3.0%

** END OF REPORT - Generated by MaryEllen Roodenburg **

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REPORT OPTIONS

Sequence	Field #	Total	Page Break
Sequence 1	1	Y	N
Sequence 2	2	Y	N
Sequence 3	4	Y	N
Sequence 4	0	N	N

Report title:
YEAR-TO-DATE BUDGET REPORT

Includes accounts exceeding 0% of budget.

Print totals only: N

Print Full or Short description: F

Print full GL account: Y

Format type: 1

Double space: N

Suppress zero bal accts: Y

Include requisition amount: N

Print Revenues-Version headings: N

Print revenue as credit: Y

Print revenue budgets as zero: N

Include Fund Balance: N

Print journal detail: N

From Yr/Per: 2021/ 1

To Yr/Per: 2021/12

Include budget entries: Y

Incl encumb/liq entries: Y

Sort by JE # or PO #: J

Detail format option: 1

Include additional JE comments: N

Multiyear view: D

Amounts/totals exceed 999 million dollars: N

Year/Period: 2022/ 1

Print MTD Version: N

Roll projects to object: N

Carry forward code: 1

Find Criteria

Field Name	Field Value
------------	-------------

Fund

Function

Group

8020*

Department

Character Code

Org

Object

Project

Account type

Account status

Rollup Code

Cortland County Planning Department Activity Report – January 2022

Administration

CNY Regional Planning Board

- Broadband Survey – ECC – Presentation scheduled for February 10th APE meeting

Southern Tier 8

- **Training Sessions ~ Housing Industry Summit Series**
Rural America's Hidden Housing Crisis
- Broadband
- EDA Build Back Better – Not Awarded

NYS Association of County Planning Directors Meeting – December 17th

- NYS Farmland Protection Plan – Renewable Energy on Farmland
- ECC – Inventory of Broadband Availability – NYS Public Service Dept. Contract

Farmland and Protection Board

One pre-application reviewed with board on December 21st – Wilk Farm
Annual Farm Inspection reports being completed

5311 Grant

Mobility Management

First Transit RFP/Communication

Bus Shelter – Village of Homer/Christopher Communities

Coordinating with NYSDOT about possible opportunities for upcoming grant application

Cortland County Planning Board Meeting – December 15, 2021

General Municipal Law M-239's Returns:

- Town of Homer – 1925 Route 13/East River Acres, LLC – Minor Subdivision
 - The applicant is requesting a minor subdivision to subdivide 18.60+/- acres with a house and barns on it from a 196+/- acres.
- Town of Virgil – 2714 Jenkins Road/ Joseph Davidson and Seth & Kimberly Rowland – Minor Subdivision
 - The applicant is requesting a minor subdivision to convey 2.239+/- acres from Seth D & Kimberly A Rowland at 117.00-06-04 to Joseph S Davidson at 117.00-06-03.
- Village of Homer – 3 Franklin Street/Dean H Strickland – Area Variance
 - The applicant is requesting a site plan review for a home taxidermy occupation.

General Municipal Law M-239's Reviewed:

- Town of Cortlandville – 3156 Byrne Hollow Crossing/C'Ville LLC – Conditional & Aquifer Protection Special Permit
 - Conditional Permit & Aquifer Protection Special Permit review for the purpose of retooling an existing dairy manufacturing plant; addition of 1,200 sq. ft. of mechanical space, a new truck scale/approach, and a small area of additional paving.

E-911 Addresses:

- 6 in December: 1 Cortlandville, 1 Cuyler, 1 Freetown, 1 Preble, 1 Scott, 1 Truxton

GIS Tasks

Legislative District Map

Bus Route Mapping

Snowmobile Route Map Updates

Lime Hollow Trail Map

Post Office Map



County Report • December 2021
(11/23/21 - 12/31/21)

Impounding and Boarding

		# of Days	Cost
Canine	Impounded - Day 1	7	\$210.00
	Boarded Current Month	<u>176</u>	<u>\$880.00</u>
	Total Canine	183	\$1,090.00
Feline	Impounded - Day 1	10	\$300.00
	Boarded Current Month	<u>700</u>	<u>\$3,500.00</u>
	Total Feline	710	\$3,800.00
Other	Impounded - Day 1	0	\$0.00
	Boarded Current Month	<u>0</u>	<u>\$0.00</u>
	Total Other	0	\$0.00
Total Impounding and Boarding		<u>893</u>	<u>\$4,890.00</u>

**Cortland County Humane Law Enforcement Report
December 2021 (11/23/21 - 12/31/21)**

Town of Cincinnatus

Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	1
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	1
Complaints YTD	9

Dispositions:	
Completed	0
Compliance Order	0
No Violation	0
Animal Picked Up/Impound	0
Animal Transported for Medical Care	1
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: Injured Canadian goose - animal picked up and transported to licensed wildlife rehabilitator.

Town of Cortlandville

Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	1
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	4
NY AGM 373-4 Seizure	0

Complaints This Month	5
Complaints YTD	74

Dispositions:	
Completed	0
Compliance Order	0
No Violation/Invalid Report	3
Animal Picked Up/Impound	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	2
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: Deceased chicken(s) in roadway - unable to locate. Follow-up regarding deceased chicken(s) in roadway - unable to locate. Two calls regarding deceased cat in roadway - invalid report, deceased animal was raccoon. Possible puppy mill, ill puppies not receiving vet care and vaccinations - no violation.

Town of Cuyler

Animal Cruelty:	
Dog/Cat Abandonment	1
Dog/Cat Abuse	0
Dog/Cat Neglect	1
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	2
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	4
Complaints YTD	7

Dispositions:	
Completed	0
Compliance Order	1
No Violation	3
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: Two dogs tied to tree with plastic "igloo" houses, now no shelter - owner given compliance order and complied. Possible dog abandonment, owners moved but are coming twice a day to care for dog - no violation. Dog without shelter - no violation. Dog housed in garage looks underfed/thin - no violation.

Town of Freetown

Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	2
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	2
Complaints YTD	4

Dispositions:	
Completed	0
Compliance Order	0
No Violation	1
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	1
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: Dog outside 24/7 - no violation. Kittens outside, not let in - owner surrendered kittens.

Town of Harford

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	0
Complaints YTD	5

Dispositions:

Completed	0
Compliance Order	0
No Violation	0
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Homer

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	1
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	1
Injured Animal/Wildlife	0
Inadequate Shelter	1
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	3
Complaints YTD	22

Dispositions:

Completed	0
Compliance Order	0
No Violation	3
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: Two German Shepherds outside with inadequate shelter - no violation. Chickens & turkeys not being cared for - no violation. Dog appears neglected/thin - no violation.

Town of Lapeer

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	0
Complaints YTD	2

Dispositions:

Completed	0
Compliance Order	0
No Violation	0
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town/Village of Marathon

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	1
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	1
Complaints YTD	8

Dispositions:

Completed	0
Compliance Order	0
No Violation	1
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: Dogs in kennels, let out and fed only once a day - no violation.

Village of McGraw

Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	0
Complaints YTD	8

Dispositions:	
Completed	0
Compliance Order	0
No Violation	0
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Preble

Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	0
Complaints YTD	8

Dispositions:	
Completed	0
Compliance Order	0
No Violation	0
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Scott

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month

0

Complaints YTD

4

Dispositions:

Completed	0
Compliance Order	0
No Violation	0
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Solon

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month

0

Complaints YTD

16

Dispositions:

Completed	0
Compliance Order	0
No Violation	0
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Taylor

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	0
Complaints YTD	2

Dispositions:

Completed	0
Compliance Order	0
No Violation	0
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Truxton

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	1
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	1
Complaints YTD	2

Dispositions:

Completed	0
Compliance Order	0
No Violation	0
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	1
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: Cows coming onto neighbor's property - necessary advice rendered.

Town of Virgil

Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	0
Complaints YTD	4

Dispositions:	
Completed	0
Compliance Order	0
No Violation	0
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Willet

Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Sick or Injured	0
Other Neglect/Cruelty	0
Injured Animal/Wildlife	0
Inadequate Shelter	0
Loose Farm Animal/Public Safety	0
Hot/Cold Vehicle	0
NY AGM 377 Dead Animal/Disposal	0
NY AGM 373-4 Seizure	0

Complaints This Month	0
Complaints YTD	2

Dispositions:	
Completed	0
Compliance Order	0
No Violation	0
Animal Picked Up	0
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Complaint Totals this Month: 17

After Hour All Calls this Month: 10

Complaints YTD: 177

After Hour All Calls YTD: 152



Cortland County Soil and Water Conservation District

100 Grange Place, Room 202, Cortland, NY 13045
Phone: (607) 756-5991 • Fax: (607) 756-0029
www.cortlandswcd.org

SWCD - Celebrating 70 years of promoting the conservation and wise use of our county's natural resources

AGRICULTURE/PLANNING/ENVIRONMENT COMMITTEE REPORT

From: Amanda Barber, SWCD Manager

January 11, 2022

AGRICULTURE AND PRIVATE LAND CONSERVATION

Agricultural Environmental Management (AEM) – Our Two-Year Plan for 2022-23 was approved by the state. Our goals are listed in the following table:

Priority # (from the above)	Tier 1	Tier 2	Tier 3A	Tier 3B	Tier 3C	Tier 4	Tier 5A	Tier 5B Plan Updates	Tier 5B BMP Evals
1 Chesapeake Bay WS	12	10	6			30	5	2	16
2 Lake Ontario WS	2	2	1			2	1	1	1
Totals	14	12	7	0	0	32	6	3	17

These goals and priorities are based on current water quality concerns, farm numbers, and existing assessment information. Tier 1 and 2 are the inventory and assessment stage, Tier 3 is planning. Note that the SWCD does not currently provide 3B or 3C planning for SPDES permitted farms and has encouraged landowners to contract with private planners for this service in order to maintain staff availability for other levels of AEM assistance. Component planning is done through 3A planning. Tier 4 is the implementation of conservation best management practices (BMPs) and water quality improvement practices, and Tier 5 involves BMP and/or plan evaluation. This workload is estimated to account for over 3500 staff hours.

Ag Planning and Best Management Practice (BMP) Implementation – Staff continue working on a design for a barnyard water management project and several riparian forested buffer designs. We completed review of two 3B comprehensive nutrient management plans (cnmps) completed by a private planner for local farms. These plans provide the farms with manure and fertilizer recommendations and identify other BMPs that may be implemented to address identified resource concerns. SWCD will work with these farms to implement nutrient management recommendations, including assistance with grant applications for financial assistance to implement the planned BMPs.

COMMUNITY NATURAL RESOURCES MANAGEMENT AND PLANNING

Wellhead and Aquifer Protection – We continue to assist the Town of Cortlandville with activities to protect their water supply wells and the aquifer. We assisted with a proposed amendment to the Town's Wellhead Protection ordinance. The grant prepared by SWCD for wellhead protection through land acquisition was approved for state funding and we have assisted the Town this past month with submitting documentation for

contracting. The Dry/Otter Creek aquifer monitoring report is available. Findings are consistent with previous monitoring.

Culvert Rehabilitation –We have secured grant extensions for the remaining Skaneateles Lake and Chesapeake Bay watershed projects that are designed and have permits already approved. We are planning for implementation in early summer 2022. The three other projects slated for completion are in the Cayuga Lake watershed, Town of Virgil and design work is underway.

SWCD recently received notification that our Non-Agricultural Nonpoint Source Planning and MS4 Mapping grant application for a project to assist with developing a Streambank Stabilization Engineering Design Report for Hoxie Creek and Gorge was funded. Work will occur in 2022-23 and we will utilize local resources as well as the full amount of **\$30,000** available from the state.

We were also notified that two grant applications for Non-agricultural Nonpoint Source Abatement and Control through the Water Quality Improvement Project grants program were funded. We will be working with the County and Town highway departments on these projects. The two grants total **\$1,169,000** for stream corridor stabilization, streambank stabilization, and riparian buffers. One project is for work on Trout Brook, primarily in the Village of McGraw where we will work with the Village and residents to protect their infrastructure and property, as well as soil and water resources. The other grant allows us to continue work with local towns to address stream concerns in the Chesapeake Bay watershed.

Landfill Water Quality – The fourth quarter of 2021 Landfill Monitoring was completed last month. Reports will be prepared once lab work is completed, and we have begun coordination for the 2022 work.

PROGRAMS AND EDUCATION

Our annual **Spring Planting Program** is about to be underway. We are offering approximately 50 different native tree and shrub seedlings for purchase by landowners to use in various conservation planting projects. Planting trees and shrubs is good for water quality, wildlife habitat, soil health, and climate resiliency. Check out our website for more information. The order form should be up this week. **www.cortlandswcd.org**

ADMINISTRATION

We are still without FT administrative support in the office, but have found a temporary PT Secretary/Treasurer to help with some of the administrative work, financial reports, etc.

Staff are completing annual reports due to New York State and the State Soil and Water Conservation Committee. These reports include both financial and program reports of activities completed throughout 2021.