



AG/Planning/Environmental

Committee Meeting

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

~ Minutes ~

Tuesday, March 9, 2021

10:00 AM

Board Room

CALL TO ORDER

The meeting was called to order at 10:19 AM by Committee Vice-Chair Mitchel Eccleston

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Committee Member	Remote	
Beau Harbin	Cortland County, NY	Committee Member	Remote	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Present	
Kevin Fitch	Cortland County, NY	Committee Chair	Remote	
Joseph Nauseef	Cortland County, NY	Committee Member	Remote	
Mitchel Eccleston	Cortland County, NY	Committee Vice-Chair	Present	
Eric Mulvihill	Cortland County, NY	Clerk, Legislature	Present	
Darrel Tuttle	Cortland County, NY	Deputy Director, Budget & Finance	Present	
Stephen Trobert	Cortland County, NY	Manger of Audit and Financial Projects	Present	
Dan Dineen	Cortland County, NY	Director of Planning	Present	
Richard Stock	Cortland County, NY	Board Member	Present	
Paul Heider	Cortland County, NY	Board Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Karen Howe	Cortland County, NY	County Attorney	Remote	
Dave Bottar	Cortland County, NY	CNY Regional Planning	Remote	
Jackie Leaf	Cortland County, NY	Seven Valleys Health Coalation	Remote	
Catherine Wilde	Cortland County, NY	Seven Valleys Health Coalition	Remote	

MINUTES

Ag/Planning/Environmental - Committee Meeting - Feb 9, 2021 10:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Kevin Fitch, Committee Chair
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

RESOLUTIONS

Planning Department

AGENDA ITEM NO. 1 – Authorize Agreements Various Snowmobile Clubs for Annual Snowmobile Trail Maintenance Grant Funding Years 2021-2022 - County Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 3/16/2021 10:00 AM
MOVER:	Susan Wilson, Committee Member
SECONDER:	Joseph Nauseef, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

ON MOTION OF FITCH

RESOLUTION NO.

Authorize Agreements Various Snowmobile Clubs 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 agreements with the following snowmobile clubs; Truxton Snowmobile Club, Inc., Trail blazers of Onondaga & Cortland County, Trail Hounds, Inc., Seven Valley Snow Goers, Inc., Ridge Rider's Snowmobile Club, Inc., LaFayette Trailriders, and Dryden Caroline Drifters Snowmobile Club for the purposes as previously stated for the period April 1, 2021 to March 31, 2022.

AGENDA ITEM NO. 2 – Authorize Grant Application with New York State Department of Parks, Recreation and Historic Preservation for 2021-2022 Cortland County Snowmobile Trail Development and Maintenance - Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 3/16/2021 10:00 AM
MOVER:	Joseph Nauseef, Committee Member
SECONDER:	Susan Wilson, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

ON MOTION OF FITCH

RESOLUTION NO.

Authorize Grant Application with New York State Department of Parks, Recreation and Historic Preservation for 2021-2022 Cortland County Snowmobile Trail Development and Maintenance - 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 is designated as the Local Sponsor under Section 27.17 of the New York State Parks, Recreation and Historic Preservation Law for the purpose of preparing a grant application for Snowmobile Trail Development and Maintenance for the period April 1, 2021 to March 31, 2022, 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, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized to sign the Local Sponsor Signature Form with documentation to support Department of Environmental Conservation, Department of Transportation, Landowner and other State, or Federal Land Permissions for each Cortland County club to become part of the New York State Snowmobile Trail System, AND BE IT FURTHER

RESOLVED, that the Cortland County Administrator, upon review and approval of the County Attorney or designee is hereby authorized to electronically sign the County Summary Sheet and each Cortland County Club Summary Sheet in the Online Automated Trail Grant portal as part of the Phase III approval of permissible expenses for Snowmobile Trail development and maintenance Grant for the period April 1, 2021 to March 31, 2022.

AGENDA ITEM NO. 3 – Approve Negative Declaration of Environmental Impact Under State Environmental Quality Review (SEQR) for Cortland County Snowmobile Trails - Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 3/16/2021 10:00 AM
MOVER:	Mitchel Eccleston, Committee Vice-Chair
SECONDER:	Susan Wilson, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

ON MOTION OF FITCH

RESOLUTION NO.

Approve Negative Declaration of Environmental Impact Under State Environmental Quality Review (SEQR) for Cortland County Snowmobile Trails - 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, having reviewed the criteria contained in 6NYCRR, Section 617.7, Cortland County finds that there will be no significant adverse environmental impact resulting from the development and use of snowmobile trails throughout Cortland County, AND

WHEREAS, it is the County's intent to support the development and maintenance of snowmobile trails as an important economic and recreational resource for Cortland County, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign a Negative Declaration of Environmental Impact statement under the New York State Environmental Quality Review (SEQR), Article 8 of the New York State Environmental Conservation Law, stating that there will be no significant adverse environmental impact resulting from the development and use of snowmobile trails throughout Cortland County

AGENDA ITEM NO. 4 – Adopt Cortland County Coordinated Public Transit- Human Services Transportation Plan 2020 - Cortland County Planning Department

RESULT: WITHDRAWN - NOT FINAL

Next: 4/6/2021 10:00 AM

ON MOTION OF FITCH

RESOLUTION NO.

Adopt Cortland County Coordinated Public Transit- Human Services Transportation Plan 2020 - Cortland County Planning Department

WHEREAS, The New York State Department of Transportation/Federal Transit Authority requires that an updated Transportation Needs Assessment be completed by Cortland County to address federal mobility management goals that were first established under the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU) and continued under the Moving Ahead for Progress in the 21st Century Act (MAP-21) which was passed in 2012, and were reaffirmed through the FAST Act (Fixing America's Surface Transportation Act) signed into law December 2015, AND

WHEREAS, Resolution 263-13 authorized the adoption of a Cortland County Coordinated Public Transit Human Services Transportation Plan 2013 which addressed the federal mobility management goals first established under the SAFETA-LU and continued under the MAP-21 which passed in 2012, AND

WHEREAS, Cortland County is currently utilizing the Federal Transportation Administration programs Section 5311 Formula Grant for Rural Areas, Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities, and the Coronavirus Aid, Relief and Economic Security (CARES) Act to improve public transportation services available to residents of Cortland County, AND

WHEREAS, the Cortland County Coordinated Public Transit Human Services Transportation Plan 2020 was prepared to address federal mobility management goals first established under the SAFETA-LU, MAP-21, and the FAST Act, AND

WHEREAS, the adoption of the Cortland County Coordinated Public Transit Human Services Transportation Plan 2020 will update the coordinated plan currently in effect to better address the transportation needs of Cortland County by encouraging coordination efforts between providers of transportation and cooperation between human service agencies which could increase efficiencies in operation and provide more transportation options; marketing current and proposed services to the general public and educating the public and those who work with specialized populations on the available transportation services; working with other counties in the region to create a transportation network not constrained by county borders; and using available FTA funding to work on coordination efforts and the

creation of new services to address unmet transportation needs, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby officially adopts the Cortland County Coordinated Public Transit Human Services Transportation Plan 2020.

AGENDA ITEM NO. 5 – Authorize Agreement New York State Department of Transportation Federal Section 5311 Mass Transportation Capital Project Contract Number C004119 PIN Number 3790.01.302 2019-2020 Purchase (3) D 35 Ft. Replace Buses (Lot K) PIN Number 3790.02.302 2019-2020 Purchase (6) G 30 Ft. Replace Buses (Lot G) PIN Number 3798.33.302 2019 Mobility Management PIN 3790.03.102 2020 Mobility Management - Cortland County Planning Department

RESULT: APPROVED [UNANIMOUS]

Next: 3/16/2021 10:00 AM

MOVER: Kevin Fitch, Committee Chair

SECONDER: Susan Wilson, Committee Member

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

ON MOTION OF FITCH

RESOLUTION NO.

Authorize Agreement New York State Department of Transportation Federal Section 5311 Mass Transportation Capital Project Contract Number C004119 PIN Number 3790.01.302 2019-2020 Purchase (3) D 35 Ft. Replace Buses (Lot K) PIN Number 3790.02.302 2019-2020 Purchase (6) G 30 Ft. Replace Buses (Lot G) PIN Number 3798.33.302 2019 Mobility Management PIN 3790.03.102 2020 Mobility Management - Cortland County Planning Department

WHEREAS, the Cortland County Legislature adopted Resolution No. 120-20, which authorized the County of Cortland to submit a request for consolidated grant funds to the New York State Department of Transportation, pursuant Federal Section 5311, Title 49 United States Code, for project(s) to provide public mass transportation service for fixed route and demand responsive service throughout the County, with limited service to contiguous counties by First Transit, Inc., Cortland County's public transportation provider, and the purchase of capital equipment that would consist of new buses and other equipment that would be used by First Transit, Inc., Cortland County's public transportation provider and the continuation of the Mobility Management for the 2019 and 2020 fiscal years, AND

WHEREAS, the New York State Department of Transportation is requesting a resolution to indicate Cortland County's acceptance of the Mass Transportation Capital Agreement under Contract Number C004119 to include specific PIN Numbers:

PIN Number 3790.01.302 2019-2020 Purchase (3) D 35 ft Replace Buses (Lot K)

PIN Number 3790.02.302 2019-2020 Purchase (6) G 30 ft Replace Buses (Lot G)

PIN Number 3798.33.302 2019 Mobility Management

PIN Number 3790.03.102 2020 Mobility Management

AND,

WHEREAS, there is no cost to the County, as the ten percent (10%) local share for PIN Numbers 3790.001.3902 and 3790.02.302 are required to be provided by First Transit, Inc., as will be stipulated in their agreement with Cortland County, AND

WHEREAS, there is no cost to the County of Cortland, as the ten percent (10%) local share for PIN Numbers 3798.33.302 and 3790.03.102 are required by the provider of Mobility Management as will be stipulated in the contract, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney

or designee, be and is hereby authorized to sign the New York State Department of Transportation Mass Transportation Capital Agreement Contract C004119 to include specific;

PIN Number 3790.01.302 2019-2020 Purchase (3) D 35 ft Replace Buses (Lot K)
PIN Number 3790.02.302 2019-2020 Purchase (6) G 30 ft Replace Buses (Lot G)
PIN Number 3798.33.302 2019 Mobility Management
PIN Number 3790.03.102 2020 Mobility Management

AND, BE IT FURTHER

RESOVED that the total estimated project cost is \$1,175,007.

AGENDA ITEM NO. 6 – Authorize Agreement with Seven Valley Health Coalition for Mobility Management Services Under Federal Section 5311 SFY 2019-2020 Mass Transportation Capital Grant Contract Number C004119, PIN # 3798.33.302, Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 3/16/2021 10:00 AM
MOVER:	Susan Wilson, Committee Member
SECONDER:	Ronald J. Van Dee, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

ON MOTION OF FITCH

RESOLUTION NO.

Authorize Agreement with Seven Valley Health Coalition for Mobility Management Services Under Federal Section 5311 SFY 2019-2020 Mass Transportation Capital Grant Contract Number C004119, PIN # 3798.33.302, Planning Department

WHEREAS, the County of Cortland was awarded consolidated grant funds from the New York State Department of Transportation (NYSDOT), pursuant to Federal Section 5311, Title 49 United States Code, for the continuation of Mobility Management for the 2019 and 2020 fiscal years, AND

WHEREAS, NYSDOT has been designated by the Governor of the State of New York to administer Section 5311 Federal formula reimbursement funds for mobility management projects which are designated to increase access for recipients of public assistance and low income persons to employment, as identified through a coordinated planning process, and consistent with the eligible activities described in the FTA Circular 9050.1, AND

WHEREAS, Seven Valleys Health Coalition will serve as the project manager and will be responsible for the mobility management to coordinate the transportation needs of the various human service agencies in Cortland County until June 30, 2021, AND

WHEREAS, Seven Valley Health Coalition will have access to the 2019 Mobility Management funding under Federal Section 5311 Mass Capital Transportation grant for SFY 2019-2020, Contract Number C004119, PIN# 3798.33.302 in an amount not to exceed \$30,559, as indicated on the 2019-2020 5311 Mobility Management Funds request submitted by Seven Valley Health Coalition to the COUNTY for the period March 1, 2021 through June 30, 2021. Any changes to the funding will require COUNTY approval prior to expenditure of funding, AND

WHEREAS, the New York State Department of Transportation is aware of the delay in awarding 2019 Mobility Management funding to Cortland County for the 2019 Mobility Management under Contract #C004119, PIN #3798.33.302 and has agreed to reimburse the funding with the submittal of an Extension of Use Approval form, AND

WHEREAS, there is no cost to Cortland County as the required local match would be the responsibility of Seven Valleys Health Coalition and the other various human service agencies involved in this project, including the utilization of the cost of bus advertising, which is administered by Seven Valleys Health Coalition, AND

WHEREAS, Cortland County has executed the agreement with New York State Department of Transportation Federal Section 5311 Mass Transportation Capital Project, Contract Number C004119, which includes PIN#3798.33.302, and established expense and revenue lines, NOW THEREFORE BE IT

RESOLVED, that the County Administrator is hereby authorized, upon approval by the County Attorney or designee, to authorize the agreement with Seven Valleys Health Coalition to provide mobility management services under Federal Section 5311 Mass Transportation Capital Grant, Contract C004119, Project 2019 Mobility Management, PIN#3798.33.302 in an amount not to exceed \$30,559, as indicated on the 2019-2020 5311 Mobility Management Funds request submitted by Seven Valley Health Coalition to the County for the period March 1, 2021 through June 30, 2021., AND BE IT FURTHER

RESOLVED, that the County Administrator is hereby authorized, upon approval by the County Attorney or designee, to sign the Request for No Cost Time Extension of Local/Miscellaneous Contract as it relates to Contract Number C004119, PIN#3798.33.302, Project 2019 Mobility Management.

AGENDA ITEM NO. 7 – Adopt Revisions to the Cortland County Consolidated Agricultural District - Planning Department

RESULT: APPROVED [UNANIMOUS]

Next: 3/16/2021 10:00 AM

MOVER: Susan Wilson, Committee Member

SECONDER: Joseph Nauseef, Committee Member

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

ON MOTION OF FITCH

RESOLUTION NO.

Adopt Revisions to the Cortland County Consolidated Agricultural District - Planning Department

WHEREAS, the Cortland County Legislature adopted Resolution 31-05, which reestablished the Cortland County Agricultural District, AND

WHEREAS, Article 25-AA, Section 303 (a) of the Agriculture and Markets Law, states that the County Legislature shall review any district created eight years after the date of the creation and every eight years thereafter, AND

WHEREAS, the Agriculture and Farmland Protection Board has established a policy whereby any landowners of a parcel of land of less than 7 acres must provide written justification to the Agriculture and Farmland Protection Board as to the capacity of such property to be a viable agricultural land in order for a property of less than 7 acres to be considered for inclusion in the Cortland County Consolidated Agricultural District, AND

WHEREAS, the Agriculture and Farmland Protection Board and the Legislature's Agriculture/Planning/Environment Committee have completed all necessary steps and procedures required for re-establishment of the Agricultural District, AND

WHEREAS, the Agriculture and Farmland Protection Board recommends to the County Legislature for adoption, the re-establishment of the Cortland County Consolidated Agricultural District, NOW, THEREFORE BE IT

RESOLVED, that revisions to the list of land parcels for inclusion in the reestablished Agricultural District, which include additions to and deletions from the district, be made to the Cortland County Consolidated Agricultural District as follows:

<u>Town</u>	<u>Parcel ID Number</u>	<u>Owner</u>	<u>Parcel Address</u>	<u>Acres</u>
Cortlandville	77.13-01-01.100	East River Acres, LLC	Route 13	11.42
Freetown	130.00-03-15.000	Niverth, Thomas M	Carter Scoum Road	22.77
Harford	154.00-01-13.000	Burpee, Robert J	1011 Burpee Road	132.32
Harford	145.00-01-19.000	Helms, Linda A	Hilsinger Road	10.00
Harford	154.00-01-08.200	Tillotson, John W	Babcock Hollow Road	4.11
Homer (Town)	67.00-15-03.000	East River Acres, LLC	McDonald Road	388.60
Homer (Town)	47.00-01-06.111	Head, Gaelen	Maxson Rd	26.41
Homer (Town)	47.05-01-03.000	New Hope Haven, LLC	6001 Route 281	1.86
Homer (Town)	54.00-01-07.000	New Hope Haven, LLC	5299 Harrison Rd	204.10
Homer (Town)	56.00-01-02.200	New Hope Haven, LLC	Route 281	79.40
Lapeer	147.00-06-03.000	Hayes Trust	Valentine Hill Road	28.46
Marathon	148.00-01-07.000	McEvoy, Kenneth C	US Route 11	12.00
Marathon	148.00-01-09.000	McEvoy, Kenneth C	US Route 11	56.60
McGraw	88.15-01-33.000	Ross, Danny G	12 Church St	0.20
Truxton	51.00-02-07.000	Burnette, Blake	Brown Road	7.02
			Total Acres Added to District	985.27

AGENDA ITEM NO. 8 – Endorse the Month of April as “Fair Housing Month” in Cortland County - County Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 3/16/2021 10:00 AM
MOVER:	Beau Harbin, Committee Member
SECONDER:	Ronald J. Van Dee, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

ON MOTION OF FITCH

RESOLUTION NO.

Endorse the Month of April as “Fair Housing Month” in Cortland County - County Planning Department

WHEREAS, the month of April has been declared National Fair Housing Month to increase efforts to end housing discrimination and raise awareness of fair housing rights. In 2018, the Fair Housing Act celebrated its 50th anniversary, AND

WHEREAS, the Director of Planning serves as the Fair Housing Officer for Cortland County and is requesting that Cortland County declare the month of April as National Fair Housing month, AND

WHEREAS, in accordance with the Title VIII Fair Housing Policy of the Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988, AND

WHEREAS, the month of April 2021 has been designated by the U.S. Department of Housing and Urban Development’s Office of Fair Housing and Equal Opportunity as Fair Housing Month, NOW THEREFORE BE IT

RESOLVED, that Cortland County hereby declares and proclaims April as Fair Housing Month in Cortland County.

Presentation

Presentation from Central New York Regional Planning and Development Board Regarding
Proposed Regional Telecommunications Broadband Study

RESULT:	COMPLETED
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Monthly Reports

Cornell Cooperative Extension Monthly Report

RESULT:	COMPLETED
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Mobility Management Monthly Report - Seven Valleys Health Coalition

RESULT:	COMPLETED
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Soil & Water Conservation District Monthly Report

RESULT:	COMPLETED
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SPCA Monthly Report

RESULT:	COMPLETED
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Cooperative Extension Monthly Report

RESULT:	COMPLETED
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ADJOURNMENT

The meeting was closed at 10:57 AM



AG/Planning/Environmental

Committee Meeting

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

~ Minutes ~

Tuesday, February 9, 2021

10:00 AM

Board Room

CALL TO ORDER

The meeting was called to order at 10:23 AM by Committee Chair Kevin Fitch

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Committee Member	Remote	
Beau Harbin	Cortland County, NY	Committee Member	Remote	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Present	
Kevin Fitch	Cortland County, NY	Committee Chair	Present	
Joseph Nauseef	Cortland County, NY	Committee Member	Remote	
Mitchel Eccleston	Cortland County, NY	Committee Vice-Chair	Present	
Eric Mulvihill	Cortland County, NY	Clerk, Legislature	Present	
Paul Heider	Cortland County, NY	Board Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Wendy Franklin	Cortland County, NY	Assistant County Attorney	Remote	
Kelly L. Fairchild-Preston	Cortland County, NY	Board Member	Remote	
Catherine Wilde	Cortland County, NY	Seven Valleys Health Coalition	Remote	
Amanda Barber	Cortland County, NY	Soil & Water Conservation District	Remote	
Dan Dineen	Cortland County, NY	Director of Planning	Present	
David Rutherford	Cortland County, NY	Cornell Cooperative Extension	Remote	10:28 AM
Jackie Leaf	Cortland County, NY	Seven Valleys Health Coalition	Remote	10:47 AM

Minutes Acceptance: Minutes of Feb 9, 2021 10:00 AM (MINUTES)

MINUTES

Ag/Planning/Environmental - Committee Meeting - Oct 9, 2014 10:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

Ag/Planning/Environmental - Committee Meeting - Apr 14, 2016 10:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

Ag/Planning/Environmental - Committee Meeting - May 8, 2019 9:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

Ag/Planning/Environmental - Committee Meeting - Nov 5, 2020 9:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

Ag/Planning/Environmental - Special - Feb 2, 2021 9:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

RESOLUTIONS

7 Valleys Health Coalition

Cooperative Extension

AGENDA ITEM NO. 1 – Authorize 2021 Agreement - Cornell Cooperative Extension

RESULT:	APPROVED [UNANIMOUS]
	Next: 2/16/2021 10:00 AM
MOVER:	Beau Harbin, Committee Member
SECONDER:	Susan Wilson, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

ON MOTION OF FITCH

RESOLUTION NO.

Authorize 2021 Agreement - Cornell Cooperative Extension

WHEREAS, the 2021 Adopted Budget appropriated funds in the amount of \$253,420.00 for the operation of the Cornell Cooperative Extension of Cortland County programs, NOW THEREFORE BE IT

Minutes Acceptance: Minutes of Feb 9, 2021 10:00 AM (MINUTES)

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 three thousand four-hundred twenty dollars (\$253,420) in payments as follows: The amount of sixty-three thousand three hundred fifty-five dollars (\$63,355) upon the execution of this Agreement and the amount of sixty-three thousand three hundred fifty-five dollars (\$63,355) on the first day of April, July and October 2021. 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 seventy-three thousand seven hundred twenty-three dollars (\$73,723) is due to the County of Cortland as follows: The amount of eighteen thousand four hundred thirty dollars and seventy-five cents (\$18,430.75) is due within 15 days of the execution of this agreement and the amount of eighteen thousand four hundred thirty dollars and seventy-five cents (\$18,430.75) is due on the 15th day of April, July, and October, 2020, 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.

Planning Department

AGENDA ITEM NO. 2 – Authorize 2021 Agreement - Southern Tier East Regional Planning Development Board - Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 2/16/2021 10:00 AM
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

ON MOTION OF FITCH

RESOLUTION NO.

Authorize 2021 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 2021 in the amount of \$10,000 has been received, AND

WHEREAS, funds for this payment of \$10,000 are included in the 2021 budget in account A10105.54040, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney

Minutes Acceptance: Minutes of Feb 9, 2021 10:00 AM (MINUTES)

or designee, be and hereby is authorized to enter into an agreement for 2021 with the Southern Tier East Regional Planning Development Board.

AGENDA ITEM NO. 3 – Authorize Capital Equipment Lease Agreement with First Transit, Inc. for Lease of County Owned Buses - Cortland County Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 2/16/2021 10:00 AM
MOVER:	Mitchel Eccleston, Committee Vice-Chair
SECONDER:	Susan Wilson, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

ON MOTION OF FITCH

RESOLUTION NO.

Authorize Capital Equipment Lease Agreement with First Transit, Inc. for Lease of County Owned Buses - Cortland County Planning Department

WHEREAS, Section 5311 of Title 49, United States Code, provides federal financial assistance for public transportation in rural and small urban areas by way of a formula grant program administered by the States, AND

WHEREAS, Resolution 402-92 authorized the County to enter into a contract for development and operation of a coordinated public transportation system for Cortland County, AND

WHEREAS, Resolution 410-92 authorized the County of Cortland to enter into an agreement with Progressive Transportation Services, Inc. to provide public transportation services within the County of Cortland, AND

WHEREAS, Resolution 319-03 authorized an agreement with Progressive Transportation Inc., to assign the existing agreement between Cortland County and Progressive Transportation, Inc., to First Transit Inc., as Progressive Transportation Inc. (Parent Company, Coach USA) was being purchased by First Transit, Inc., AND

WHEREAS, Cortland County is a grantee for certain capital equipment or facilities under said programs pursuant to an approved Project Application and a written Agreement with the State, AND

WHEREAS, First Transit will utilize the capital equipment obtained by the County of Cortland to provide certain public mass transportation services pursuant to said Project Application and Agreement with the State, AND

WHEREAS, Cortland County agrees to lease Capital Equipment to the First Transit Inc., to promote mass transportation services within the County of Cortland at fair and reasonable rates and to provide public assistance to the Carrier under the provisions of the Transportation Law, Section 18-b, being Chapter 6 of the Laws of 1975 as amended according to the terms and conditions specified in the approved Project Application, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee, is hereby authorized to execute a lease agreement with First Transit Inc., to promote mass transportation services within the County of Cortland.

AGENDA ITEM NO. 4 – Resolution Urging Governor Andrew M. Cuomo to Expand True Broadband Coverage to All New Yorkers

Minutes Acceptance: Minutes of Feb 9, 2021 10:00 AM (MINUTES)

RESULT:	APPROVED [UNANIMOUS]
	Next: 2/25/2021 6:00 PM
MOVER:	Kevin Fitch, Committee Chair
SECONDER:	Douglas Bentley, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

ON MOTION OF FITCH

RESOLUTION NO.

Resolution Urging Governor Andrew M. Cuomo to Expand True Broadband Coverage to All New Yorkers

WHEREAS, Governor Andrew M. Cuomo, in his 2021 State of the State address, stated that more than 98 percent of New York's residences and businesses have access to one or more high-speed wired and/or wireless broadband services, AND

WHEREAS, based on data gathered directly from schools, municipalities, and other organization, there are large gaps in broadband service across rural and upstate New York, contradicting the Governor's statement, AND

WHEREAS, maps developed by the Federal Communications Commission (FCC) misrepresent the accessibility of broadband service and are often referenced by agencies and grantees, AND

WHEREAS, even in areas where broadband is purported to be available, the level of service is not sufficient to constitute true broadband access, AND

WHEREAS, the prices for access to broadband in areas where is might be available is at such a level or required to be part of other purchases, that it is inaccessible to many New Yorkers, AND

WHEREAS, our residents need access to reliable and affordable broadband service for school, employment, tele-health, and social aspects of life, AND

WHEREAS, as we have seen in the face of this pandemic that broadband serves a vital need for breaking down the digital divide that creates groups of haves and have- nots within our state, AND

WHEREAS, broadband access provides a critical public infrastructure need for New York residents, towns, municipalities, counties, emergency services, and more, NOW, THEREFORE, BE IT

RESOLVED that, the Cortland County Legislature calls upon Governor Cuomo, our Federal and State Legislative delegations to work with the Federal Communications Commission (FCC) and local leaders and officials to reevaluate FCC broadband availability maps to reflect the true need; AND BE IT FURTHER

RESOLVED, that the Governor and our Federal and State Legislative delegations work to expand true broadband access to all areas of New York state; AND BE IT FURTHER

RESOLVED, that the Governor and our Federal and State Legislative delegations work to ensure this vital economic development infrastructure need is available to all New Yorkers to prevent the further isolation those in need; AND BE IT FURTHER

RESOLVED, That the Clerk of the Cortland County Legislature shall forward copies of this resolution to Governor Andrew M. Cuomo, State Senator Peter Oberacker, Assemblyperson Anna Kelles, Assemblyman John Lemondes, other New York counties, and the New York State Association of Counties (NYSAC).

Minutes Acceptance: Minutes of Feb 9, 2021 10:00 AM (MINUTES)

Soil & Water Conservation District

AGENDA ITEM NO. 5 – Appoint Members - Soil and Water Conservation District Board of Directors

RESULT:	APPROVED [UNANIMOUS]
	Next: 2/25/2021 6:00 PM
MOVER:	Mitchel Eccleston, Committee Vice-Chair
SECONDER:	Susan Wilson, Committee Member
AYES:	Bentley, Harbin, Van Dee, Wilson, Fitch, Nauseef, Eccleston

ON MOTION OF FITCH

RESOLUTION NO.

Appoint Members - Soil and Water Conservation District Board of Directors

WHEREAS, according to the Soil and Water Conservation District Law as passed by the legislature of the State of New York, "When a county has been declared a soil and water conservation district, a board of directors consisting of five members shall be appointed by the county board. This board of directors shall consist of two members of the county board and three persons not members of the county board... two of whom shall be practical farmers. One of these farmers shall be appointed from a list submitted by the county grange, one of these farmers shall be appointed from a list submitted by the county farm bureau.", AND

WHEREAS, the terms of members is one year for Legislative Representatives and three years for other members of the Board, NOW THEREFORE BE IT

RESOLVED, that the following be and hereby are appointed to serve as members of the Soil and Water Conservation District Board of Directors:

Name	Address	Capacity	Term Expiration
Susan Wilson	6 Stephens Street Cortland, NY 13045	Legislative Representative	12/31/21
Kevin Fitch	6961 Route 41 Homer, NY 13077	Legislative Representative	12/31/21
Eugene Wright	5400 Brake Hill Road Homer, NY 13077	Grange Representative	12/31/23

Monthly Reports

Mobility Management Monthly Report - Seven Valleys Health Coalition

RESULT:	COMPLETED
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Soil & Water Conservation District Monthly Report

RESULT:	COMPLETED
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SPCA Monthly Report

RESULT:	COMPLETED
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Discussion Items

Request from Legislator Harbin to Support Resolution to Expand True Broadband Coverage to All New Yorkers

RESULT:	COMPLETED
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Transportation Advisory Committee Bylaws

RESULT:	COMPLETED
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Future Goals for Committee

RESULT:	COMPLETED
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ADJOURNMENT

The meeting was closed at 11:02 AM

Minutes Acceptance: Minutes of Feb 9, 2021 10:00 AM (MINUTES)

Checklist of documents to be returned:

- ☐ Copy of signed contract
- ☐ Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for New York State Contracts (Appendix A)
- ☐ Exhibit B: Drug Free Workplace
- ☐ Exhibit C: Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law
- ☐ Exhibit D: Conflict of Interest Disclosure
- ☐ Exhibit E: Privacy and Security HIPAA Compliance (*if applicable*)
- ☐ Proof of Insurance (Liability, Disability, Workers' Compensation, Vehicle, etc.)
- ☐ Copy of NYS Certificate of Authority to do Business in New York State
- ☐ Proof that signatory is at least a 50% owner and has the authority to act on behalf of the business
- ☐ Copy of active NYS MWBE Certification (*if applicable*)
- ☐ Current W9

AGREEMENT

THIS AGREEMENT, entered into this day of , 2021, 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 **Dryden Caroline Drifters Snowmobile Club, Inc.**, (the “CONTRACTOR”), with offices located at PO Box 31, Dryden, New York 13053.

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. (See attached Documentation)

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: Dryden Caroline Drifters Snowmobile Club Inc.
 Physical Address:
 Mailing Address: PO Box 31
 Contact Person: Jeff Bishop
 Telephone #: 607-227-5997
 E-Mail Address: mail@dcdrifters.net

To the COUNTY:	Chair of the Legislature (and) County of Cortland 60 Central Avenue Cortland, New York 13045	<u>Planning Department</u> <u>Director of Planning</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.

ARTICLE 24. PRIVACY AND SECURITY (HIPAA)

(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH RELATE TO MEDICAL RECORD-KEEPING)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as "Exhibit E".

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
(name of company)

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

Attachment: DRAFT Standard Snowmobile Club Agreement.March 2021 (8300 : Authorize 2021-2022 Snowmobile Club Agreements)

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: _____

Attachment: DRAFT Standard Snowmobile Club Agreement.March 2021 (8300 : Authorize 2021-2022 Snowmobile Club Agreements)

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: _____

**EXHIBIT C - NON COLLUSIVE BIDDING CERTIFICATE REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

Section 139D, Statement of Non-Collusion in bids to the State:

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as its own organization, under penalty of perjury, that to the best of his/her knowledge, and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting completion.

A Bid shall not be considered for award nor shall any award be made where 1, 2, 3 above have not been complied with; provided however, that if in any case, the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

(Affix addendum to this page if space is required for statement.)

Subscribed to me under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals

Legal Residence

If Bidders are a corporation, complete the following:

Name

Legal Residence

President

Vice President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Address: _____

Telephone #: _____ Title: _____

E-Mail Address: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____

Signature: _____

Joint or combined bids by companies or firms must be certified by each participant.

Legal name of person or firm_____
Legal name of person or firm_____
Name_____
Name_____
Title_____
Title_____
Address_____
Address

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE**Conflict of Interest Disclosure Form**

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the contract. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from bidding and/or contracting.

Date: _____

Name: _____

Position: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Company: _____

Date: _____

EXHIBIT E**PRIVACY AND SECURITY (HIPAA)**

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

- (A) CONTRACTOR understands the importance of the privacy of a patient’s PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.
- (B) Further, CONTRACTOR understands that County’s patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- (C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:
 - 1. Properly manage and administer its functions.
 - 2. Meet its legal responsibilities.
 - 3. Provide data aggregation services relating to the health care operations of the COUNTY.
 - 4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
 - 5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- (D) The uses and disclosures of PHI that are required are those disclosures necessary:
 - 1. For patients to review their PHI.
 - 2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
 - 3. To allow the Secretary of Health and Human Services to determine County’s compliance with 45 CFR §164.504.
- (E) CONTRACTOR shall make the following assurances to COUNTY:
 - 1. CONTRACTOR agrees that it shall not use or disclose any patient’s PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and subsequent federal, state, and local regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure.

- CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.
2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
 3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
 4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
 5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.
 6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
 7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
 8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.
 9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement

- ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.
- (F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services (“HHS”) or other federal or state entity for possible prosecution or sanctions.
- (G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- (H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR’s activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.
- (I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR’s policies and procedures to be “adequate” protection of a patient’s privacy rights relating to PHI, CONTRACTOR may elect to continue to use its own policies and procedures. The term “adequate” in this clause means CONTRACTOR’s policies and procedures meet the minimum privacy and security standards as set forth in COUNTY’s privacy and security policies and procedures.
- (J) COUNTY, through the appropriate Department will:
1. provide CONTRACTOR with its Privacy Notice;
 2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR’s permitted or required uses or disclosures; and
 3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.
- (K) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.
- (L) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.

(M) Report to Security Officer of Cortland County any security incidents of which it becomes aware. (A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)

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.

Attachment 1

5.a

Dated:

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

Cortland County

Comptroller's Contract #: C004119

Contract period: 1/1/2017 to 12/31/2022

AGREEMENT PURPOSE: ☐ Main Agreement ☐ Administrative Correction ☒ Additional Available Funds

GENERAL PROJECT DESCRIPTION

Section 5311 Capital - 2018

PROJECT LOCATION/JURISDICTION or SERVICE AREA

Cortland and Tompkins Counties

PIN	Project	Award ID:	DOT Rev	Estimated Project Cost	Federal Share	Admin/ Direct - %	*State Share %	Local Share %	Source State Approp	Project End Date	Useful Life
3790.01.302	2019-20 Purchase (3) D 35 Ft. Replace Buses (Lot K)	NY-2020-086-00	0 - 0	\$418,050	\$334,440	Admin 80	\$41,805 10	\$41,805 10	Omnibus	05/2022	10 yrs
3790.02.302	2019-20 Purchase (6) G <30 Ft. Replace Buses (Lot G)	NY-2020-086-00	0 - 0	\$430,038	\$344,030	Admin 80	\$43,004 10	\$43,004 10	Omnibus	11/2021	5 yrs
3790.03.102	2020 Mobility Management	NY-2020-086-00	0 - 0	\$164,276	\$131,421	Admin 80	\$16,428 10	\$16,427 10	Omnibus	12/2020	N/A
3798.33.302	2019 Mobility Management	NY-2019-068-00	0 - 1	\$162,643	\$130,114	Admin 80	\$16,265 10	\$16,264 10	Omnibus	12/2019	N/A
Attachment Total:				\$1,175,007	\$940,005		\$117,502	\$117,500			

* With NYSDOT concurrence, the state shares may be interchanged among PINs within the Schedule and total State share

** If DOT-PAY is listed under the Admin/Direct column, then the Federal Dollars for that row is not included in the Federal Share of the Agreement.

2/18/2021

Attachment: C004119_Cortland_Att1_SchA_v1 (8304 : Section 5311 Mass Capital Trans Agreement 2019-

Comptroller's Contract #: C004119

Cortland County

Section 5311 Capital - 2018

Attachment 1

GRANTEE:

STATE OF NEW YORK)

) SS.:

COUNTY OF _____)

By: _____

Title: _____

Print Name: _____

Date: _____

NYSDOT:

By: _____

Date: _____

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; and that he/she signed his/her name to thereto by like order.

Notary Public

2019-2020 5311 Mobility Management Funds

ITEM OF EXPENSE	Balance of March 2021	Apr-21	May-20	Jun-21	Match	TOTAL	NOTES
PERSONNEL SERVICES							
Mobility Management Coord.	1679	2048	2048	2867	819	9461	Pay Period of 2/28 - 3/13: MMC 45%, Adminstrator 10%, and OM at 10%. Pay period ending June 30 is paid on July 7; June personel includes 8/10 of a 3rd pay period
Administrator	1066	1122	1122	1627	505	5442	
Support Staff (OM) TAC	560	640	640	896	288 225	3024 225	
Total Salaries	3305	3810	3810	5390	1837	18152	
Fringe MMC	520.49	634.88	634.88	888.77	253.89	2932.91	Based on actual fringe rate per position
Fringe Admin	266.5	157.08	157.08	227.78	70.7	879.14	
Fringe OM	78.4	89.6	89.6	125.44	40.32	423.36	
Total Fringe	865.39	881.56	881.56	1241.99	364.91	4235.41	
TOTAL PERSONNEL	4170.39	4691.56	4691.56	6631.99	2201.91	22387.41	
OUTREACH COSTS							
Advertising & Media						0	
HSC of Tompkins County		1000			250	1250	For 2-1-1 Cortland Contract
MMC Cell phone	0	50	50	50		150	
TOTAL OUTREACH	0	1050	50	50	250	1400	
OTHER SUPPORT COSTS							
Bianchi Consultants - bookkeeping services		1000			200	1200	
Annual Financial Audit (Insero)				2000		2000	
Paychex		14	14	14		42	
Technical Support Services		54	54	54	108	270	
TOTAL OTHER SUPPORT COSTS	0	1068	68		308	3512	
TOTAL TRAVEL	20	20	20	20	20	100	
FACILITY COSTS							
RENT (includes heat & electric)		600	600	600	336	2136	
Equipment; Printer/copier lease (US Bank)		106	106	106		318	
Subscriptions: includes web site, MS Office 365, Survey Monkey, Carbonite etc.		330	15	15	36	396	
Telephone/Internet: Spectrum- includes landline and internet		103	103	103		309	
TOTAL FACILITY COSTS	0	1139	824	824	372	3159	
TOTAL	4190.39	7968.56	5653.56	7525.99	3151.91	30558.41	

10% match

Checklist of documents to be returned:

- ☐ Copy of signed contract
- ☐ Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for New York State Contracts (Appendix A)
- ☐ Exhibit B: Drug Free Workplace
- ☐ Exhibit C: Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law
- ☐ Exhibit D: Conflict of Interest Disclosure
- ☐ Exhibit E: Privacy and Security HIPAA Compliance (*if applicable*)
- ☐ Proof of Insurance (Liability, Disability, Workers' Compensation, Vehicle, etc.)
- ☐ Copy of NYS Certificate of Authority to do Business in New York State
- ☐ Proof that signatory is at least a 50% owner and has the authority to act on behalf of the business
- ☐ Copy of active NYS MWBE Certification (*if applicable*)
- ☐ Current W9

AGREEMENT

THIS AGREEMENT, entered into this day of , 2021____, 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 **SEVEN VALLEYS HEALTH COALITION, INC.**, (the “CONTRACTOR”), with offices located at 10 Kennedy Parkway, Cortland, New York 13045.

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 provide programmatic and evaluative oversight of the FTA Section 5311 Mobility Management ensuring all duties and activities as described in Part II of the Federal Section 5311 Grant Application under Mobility Management which is awarded in Schedule “A” Project 2017-18 Mobility Management, PIN Number 3796.27.302 of the NYS DOT Comptroller’s Contract Number C004119 are completed as described in the aforementioned Schedules.~~

The CONTRACTOR shall provide programmatic and evaluative oversight of the FTA Section 5311 Mobility Management ensuring all duties and activities as described in Part II of the Federal Section 5311 Grant Application under Mobility Management which is awarded in Schedule “A” Project 2019-2020 Mobility Management, PIN Number 3798.33.302 of the NYS DOT Comptroller’s Contract Number C004119 are completed as described in the aforementioned Schedules.

~~The CONTRACTOR will have access to funding under PIN #3796.27.302 under the awarded Federal Section 5311 Mass Capital Transportation grant for SFY 2017-2019, Contract Number C004119.~~

The CONTRACTOR will have access to the 2019 Mobility Management funding under Federal Section 5311 Mass Capital Transportation grant for SFY 2019-2020, Contract Number C004119, PIN# 3798.33.302 in an amount not to exceed \$30,559, as indicated on the 2019-2020 5311 Mobility Management Funds request submitted by Seven Valley Health Coalition to the COUNTY for the period of the balance of March 2021 through June 30, 2021. Any changes to the funding will require COUNTY approval prior to expenditure of funding.

THE CONTRACTOR may request funding from a bus advertising program which was established to assist the Federal Section 5311 Mobility Management with the required local match, as well as the in-kind funding which

was specified in the SFY 2019-2020 Federal Section 5311 Grant application on the In Kind Valuation form under Mobility Management and awarded by NYSDOT under PIN# 3798.33.302, Contract C004119.

The CONTRACTOR shall maintain accurate records of all activities related to FTA Section 5311 Mobility Management Project program funds, prepare and submit all required progress reports and vouchers, and supporting documentation to the COUNTY, as per reporting requirements of contract# C004119 for PIN #3798.33.302.

The **CONTRACTOR** is solely responsible to adhering to all Federal Transit Laws and all New York Financial law as it relates to the use public transportation funding under the Federal Transit Law, Title 49.

The CONTRACTOR shall, under the direction of the Cortland County along with the Transportation Advisory Committee (TAC), facilitate the development and implementation of an efficient and effective Mobility Management System in accordance with FTA Section 5311, Mobility Management, PIN# 3798.33.302 of the NYS DOT Comptroller's Contract # C004119.

The CONTRACTOR will establish a Mobility Management system that will enhance the transportation service delivery, increase efficiency and effectiveness, and facilitate development of cross-system solutions while working effectively with the COUNTY and the Cortland County transportation provider.

The CONTRACTOR will include the COUNTY in any situation, including the interviewing/hiring of a Mobility Manager, that relates to the Mobility Manager or personnel directly affected under the SFY 2019-2020 Federal Section 5311 Mass Transportation grant, PIN# 3798.33.302, Contract C004119.

The CONTRACTOR shall use the remaining financial support from FTA Section 5311 Mobility Management, PIN# 3798.33.302 under NYSDOT Contract C004119 funds to continue the development of the Mobility Management System:

- 1) Ensure that the ~~2013 Cortland County Public Transit Human Services Transportation Plan is updated. The CONTRACTOR will not apply for any secondary grant to ensure the updating of the 2013 Cortland County Public Transit Human Services Transportation Plan, as this was the specifications put forward during the application process for the Federal Section 5311 Mass Transportation grant under Mobility Management, PIN#3796.27.302.~~ **2020-2023 Cortland County Public Transit Human Services Transportation Plan is implemented into the County transit system as indicated within the Plan's recommendations.**
- 2) ~~Develop a countywide rideshare system.~~ **Continue to develop a county wide rideshare system.**

- 3) Continue the efforts to coordinate agency transportation with public transit.
- 4) ~~Continue the exploration on~~ Explore the feasibility of a one-call center to coordinate and schedule transportation for multiple entities, including potentially working with the statewide Medicaid broker.
- 5) Work with transit to improve their image and utilization of transit.
- 6) Improve efficiency and avoid duplication of service.
- 7) Explore the expansion of the bus system, including but not limited to expansion to near counties and work development agencies
- 8) Continue to explore options to coordinate service with SUNY Cortland and TC3 and pursue additional funding streams for transit as well as alternative transportation modes.
- 9) Continue to explore ways to make walking, bicycling and transit more accessible, safer and efficient.
- 10) Ensure rider satisfaction regarding public transportation and communicate to the transportation provider progress and assist in implementing of solutions with the assistance of the COUNTY through the Cortland County Planning Department and the Transportation Advisory Committee.
 - a. CONTRACTOR will supply a monthly Mobility Management report to the COUNTY, through County Legislature Agriculture Planning and Environmental (A/P/E) Committee.
- 11) Work with the County Planning Department and the TAC to develop a plan for expansion of services and apply for funding to implement service expansion via operating assistance funding.
- 12) Work with other local agencies to provide public transportation for special events in the County.
- 13) Work with neighboring counties to develop more efficient connections between transportation providers.

The COUNTY shall review progress reports and vouchers for approval, include **all** capital expenditures made by the CONTRACTOR, and submit voucher to NYSDOT for reimbursement, as per reporting requirements of Federal Section 5311, Contract #C004119 as it pertains to **PIN# 3798.33.302**

ARTICLE 2. TERM

The CONTRACTOR agrees to continuing to perform Mobility Management services in alignment with the provisions set forth by the COUNTY which indicate the use of ~~length of~~ the Federal Section 5311 Grant, under Contract #C004119, as it pertains to PIN #**3798.33.302** beginning March 2021 with an end date of June 30, 2021 **in an amount not to exceed \$30,559. Any changes to the funding will require COUNTY approval prior to expenditure of funding.**

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

The COUNTY agrees to reimburse the CONTRACTOR in accordance with the Section Federal 5311 Mobility Management Work Plan which was approved by the New York State Department of Transportation with **PIN#3798.33.302 as reflected in the Seven Valley Health Coalition 2019-2020 5311 Mobility Management Funds**

request submitted by Seven Valley Health Coalition to the COUNTY for the period of the balance of March 2021 through June 30, 2021 in an amount not to exceed \$30,559. Any changes to the funding will require COUNTY approval prior to expenditure of funding.

THE CONTRACTOR will submit reimbursement documentation to the COUNTY by means of the County Auditor, with oversight by County Budget and Finance, County Attorney and final approval by the County Administrator. It is agreed if less funding is received under the Federal Section 5311 Grant, Contract C004119, PIN#3798.33.302, than requested, the plan will be adjusted accordingly. The County is not responsible for making up the revenue shortfall.

The CONTRACTOR agrees to follow the county procurement process for capital purchases and will provide the COUNTY with required information and the TAC recommendations, for capital purchases to be made directly by the COUNTY.

- In accordance with Schedule "A" 2019 Mobility Management, PIN #3798.33.302 is not to exceed the project cost the CONTRACTOR is not exceed the amount of \$30,559, as indicated on the 2019-2020 5311 Mobility Management Funds request submitted by Seven Valley Health Coalition to the COUNTY for the period of the balance of March 2021 through June 30, 2021. Any changes to the funding will require COUNTY approval prior to expenditure of funding unless approved by the County and amended and approved by NYSDOT.
- In accordance with Schedule "A" 2019 Mobility Management, PIN#3798.33.302 the CONTRACTOR will make no amendments to the project cost or the disbursement of funding unless approved by COUNTY and amended by NYSDOT. The CONTRACTOR has submitted a 2019-2020 5311 Mobility Management Funds to the COUNTY for the period of the balance of March 2021 through June 30, 2021 in the amount not to exceed \$30,559.
- CONTRACTOR shall submit a quarterly progress report and an itemized voucher and copies of receipts and employee time sheets to the COUNTY by means of the County Auditor. The COUNTY will review the itemized voucher and receipts and time sheets as they pertain to the Federal Section 5311 2019 Mobility Management PIN#37968.33.302 under Contract# C004119. The COUNTY will reimburse the CONTRACTOR within 30 days of receipt of payment from NYSDOT.

The COUNTY will include capital expenditures and then submit quarterly progress report and itemized voucher to NYS DOT for reimbursement, as per guidelines stated in Contract #C004119. Under the guidelines by NYSDOT the COUNTY will reimburse the CONTRACTOR for expenditures submitted to the COUNTY prior to NYSDOT reimbursement to the COUNTY. The CONTRACTOR will be responsible for reimbursing the COUNTY for any deficits occurring in the

reimbursement from NYSDOT, likewise the COUNTY will be responsible for any increases in reimbursement to the CONTRACTOR.

- Contractor shall provide an accountability of local match and a breakdown of how it is expensed, as it pertains to the reimbursement request form sent to the COUNTY.

The COUNTY, through quarterly audits will monitor the use of all public transportation funding to ensure that the CONTRACTOR is adhering to all Federal Transit Laws and New York State Financial Laws. The COUNTY will notify the CONTRACTOR of any discrepancies in their findings, the COUNTY will be held harmless for any cost associated with the discrepancies and the CONTRACTOR will have full responsibility for any monetary or criminal findings in relation to the use of public transportation funding under Federal Law, Title 49 and NYS Financial laws.

ARTICLE 4. 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 5. 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 6. PERMITS AND REGULATIONS

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

ARTICLE 7. APPROPRIATIONS

This agreement is funded by a grant ~~or contract~~ between the COUNTY and NYState and the Federal government and is subjected to legislative appropriation, the COUNTY shall not be liable beyond the funds authorized by such legislation or provided to the COUNTY by 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 and appropriations will be adjusted by the COUNTY to meet the reduced funding awarded by the State/Federal government. The COUNTY shall not be liable for shortfall of funding due to termination or reduced by the State/Federal government.

The COUNTY shall remain liable for all charges and expenses incurred prior to the date of termination or date of the reduced funding by the State/Federal government.

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 8. 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 9. 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 10. 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 11. 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 12. ASSIGNMENT

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

ARTICLE 13. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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.

ARTICLE 23. PRIVACY AND SECURITY (HIPAA)

(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH RELATE TO MEDICAL RECORD-KEEPING)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as "Exhibit E".

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

Seven Valleys Health Coalition

DATE: _____

BY: _____

Jackie Carlton- Leaf

(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: Jackie Carlton-Leaf Date: _____

Signature: _____ Title: _____

**EXHIBIT C - NON COLLUSIVE BIDDING CERTIFICATE REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

Section 139D, Statement of Non-Collusion in bids to the State:

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as its own organization, under penalty of perjury, that to the best of his/her knowledge, and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting completion.

A Bid shall not be considered for award nor shall any award be made where 1, 2, 3 above have not been complied with; provided however, that if in any case, the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

(Affix addendum to this page if space is required for statement.)

Subscribed to me under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals

Legal Residence

If Bidders are a corporation, complete the following:

Name

Legal Residence

President

Vice President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Address: _____

Telephone #: _____ Title: _____

E-Mail Address: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____

Signature: _____

Joint or combined bids by companies or firms must be certified by each participant.

Legal name of person or firm_____
Legal name of person or firm_____
Name_____
Name_____
Title_____
Title_____
Address_____
Address

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE**Conflict of Interest Disclosure Form**

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the contract. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from bidding and/or contracting.

Date: _____

Name: Jackie Carlton-Leaf

Position: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Company: Seven Valleys Health Coalition

Date: _____

EXHIBIT E**PRIVACY AND SECURITY (HIPAA)**

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

- (A) CONTRACTOR understands the importance of the privacy of a patient’s PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.
- (B) Further, CONTRACTOR understands that County’s patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- (C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:
 - 1. Properly manage and administer its functions.
 - 2. Meet its legal responsibilities.
 - 3. Provide data aggregation services relating to the health care operations of the COUNTY.
 - 4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
 - 5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- (D) The uses and disclosures of PHI that are required are those disclosures necessary:
 - 1. For patients to review their PHI.
 - 2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
 - 3. To allow the Secretary of Health and Human Services to determine County’s compliance with 45 CFR §164.504.
- (E) CONTRACTOR shall make the following assurances to COUNTY:
 - 1. CONTRACTOR agrees that it shall not use or disclose any patient’s PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and subsequent federal, state, and local regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure.

- CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.
2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
 3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
 4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
 5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.
 6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
 7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
 8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.
 9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement

- ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.
- (F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services (“HHS”) or other federal or state entity for possible prosecution or sanctions.
- (G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- (H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR’s activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.
- (I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR’s policies and procedures to be “adequate” protection of a patient’s privacy rights relating to PHI, CONTRACTOR may elect to continue to use its own policies and procedures. The term “adequate” in this clause means CONTRACTOR’s policies and procedures meet the minimum privacy and security standards as set forth in COUNTY’s privacy and security policies and procedures.
- (J) COUNTY, through the appropriate Department will:
1. provide CONTRACTOR with its Privacy Notice;
 2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR’s permitted or required uses or disclosures; and
 3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.
- (K) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.
- (L) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.

(M) Report to Security Officer of Cortland County any security incidents of which it becomes aware. (A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)

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.

<u>MUNICIPALITY</u>	<u>TAX ID</u>	<u>OWNER NAME</u>	<u>ADDRESS</u>	<u>ACRES</u>
Cincinnatus	121.00-01-05.100	Coblentz, Noah E	4676 FOX RD	5.08
Cincinnatus	112.00-02-04.200	Cortland County	5088 KNICKERBOCKER RD	0.23
Cincinnatus	113.00-01-16.110	Delee, Joseph A	3158 CINCINNATUS RD	0.95
Cincinnatus	112.00-02-04.112	Knickerbocker Donald E II	5076 KNICKERBOCKER RD	0.91
Cincinnatus	113.00-01-16.120	McKee, Allen H	CINCINNATUS RD	6.76
Cincinnatus	123.00-04-02.000	McUmber, Daniel J	2522 LOWER CINCINNATUS WILLET	0.38
Cincinnatus	141.00-01-06.000	Sautter, Stephen S	4692 GEE BROOK RD	2.05
Cincinnatus	132.00-01-07.110	Tuning, Martha J	ROUTE 26	0.76
Cincinnatus	113.00-04-02.000	Venerable, Carolyn	CINCINNATUS RD	1.49
Cincinnatus	113.00-04-03.000	Venerable, Carolyn	CINCINNATUS RD	3.41
Cortlandville	85.00-09-06.000	ADREH LLC	371 HOY RD	4.59
Cortlandville	85.00-09-18.000	ADREH, LLC	408 HOY RD	4.06
Cortlandville	85.00-09-17.000	ADREH, LLC	400 HOY RD	3.99
Cortlandville	76.00-07-06.200	Bell, Arthur C	1135 BLUE CREEK RD	1.98
Cortlandville	76.00-07-04.100	Bell, Arthur C Jr	4255 BELL CREST DR	2.00
Cortlandville	76.00-07-04.200	Bell, Arthur C Jr	4245 BELL CREST DR	1.56
Cortlandville	76.00-07-03.000	Bell, Arthur Jr	4275 BELL CREST DR	2.53
Cortlandville	84.00-03-05.000	Brown, Nicholas P	365 SEARS RD	4.72
Cortlandville	105.00-03-21.000	C'Ville, LLC	3114 BYRNE HOLLOW CROSSING	2.47
Cortlandville	105.00-03-18.000	C'Ville, LLC	OSBECK LN	5.66
Cortlandville	105.00-03-16.000	C'Ville, LLC	OSBECK LN	4.97
Cortlandville	105.00-03-19.000	C'Ville, LLC	3144 BYRNE HOLLOW CROSSING	4.35
Cortlandville	105.00-03-17.000	C'Ville, LLC	3156,3172 BYRNE HOLLOW CROSSING	4.79
Cortlandville	105.00-03-23.000	C'Ville, LLC	3117 BYRNE HOLLOW CROSSING	6.59
Cortlandville	105.00-03-29.000	C'Ville, LLC	3165 BYRNE HOLLOW CROSSING	5.93
Cortlandville	105.00-03-28.000	C'Ville, LLC	3153 BYRNE HOLLOW CROSSING	4.79
Cortlandville	105.00-03-27.000	C'Ville, LLC	3145 BYRNE HOLLOW CROSSING	6.14
Cortlandville	95.00-09-06.200	Forkey & Son Property LLC	LUKER RD	0.33
Cortlandville	78.00-01-19.120	Johnson, Patrick	STREETER RD	0.60
Cortlandville	85.00-01-22.112	Kozer, Patrick	4245 KINNEY GULF RD	5.03
Cortlandville	85.00-10-17.000	Morgan, Brandy Leeann	4086 KINNEY GULF RD	2.40
Cortlandville	106.00-01-08.200	Quail, Travis	3198 ROUTE 215	1.70
Cortlandville	85.00-09-08.000	Randolph, Earl R	397 HOY RD	2.44
Cortlandville	85.00-09-07.000	Randolph, Robert E	375 HOY RD	2.52
Cortlandville	105.00-01-33.100	The Wetland Trust Inc	GRACIE RD	4.76
Cortlandville	87.00-03-02.200	Thomas, Kathleen M	1554 E RIVER RD	5.18
Cortlandville	95.00-11-14.000	Viglietta, Theodore	396 ROUTE 222	2.07
Cortlandville	84.00-03-03.000	Wheeler, Tina	227 SEARS RD	1.02
Cortlandville	85.00-10-09.000	Williams, Thomas A	918 BLUE CREEK RD	4.22
Cuyler	52.00-03-10.000	Amorin, Frank E	ENZES RD	6.64
Cuyler	22.00-07-04.000	Crossway, Kenneth S	7083 STOCKTON RD	3.92
Cuyler	22.00-07-05.200	Crossway, Kenneth S	STOCKTON RD	1.46
Cuyler	11.00-07-01.000	Maplehurst Property LLC	W KEENEY RD	1.27
Cuyler	52.00-03-06.000	State of New York	5898 ENZES RD	149.00
Cuyler	11.00-06-07.200	Stone, Adrian I	W KEENEY RD	0.28
Freetown	109.00-01-07.120	Boughton, Peter J	2892 STONE RD	2.52
Freetown	110.00-01-11.200	Brown, Wade Gregory	2854 MCGRAW MARATHON RD	2.73
Freetown	120.00-07-14.200	Chase, Sherri	FREETOWN XRD	4.64
Freetown	119.00-01-10.210	Fleming, James B	2707 STONE RD	2.28
Freetown	111.00-01-06.120	Horler, April I	ROUTE 41	6.76
Freetown	120.00-08-15.000	Huizinga Properties LLC	STONE RD	5.11
Freetown	120.00-08-14.000	Huizinga Properties LLC	MCGRAW MARATHON RD	6.13
Freetown	119.00-01-09.200	Hutto, Nancy E	CLOCK RD	4.93
Freetown	140.00-02-08.000	McCracken, Timothy	IRISH HILL RD	5.87
Freetown	140.00-02-07.000	McCracken, Timothy	IRISH HILL RD	6.30
Freetown	140.00-01-26.120	Meyer, Orin P	4320 IRISH HILL RD	3.57

Parcels Removed from the Cortland County Agricultural District

7.a

Freetown	131.00-05-04.000	Nabinger, Edward D	4457 SCHOOLHOUSE RD	2.96
Freetown	120.00-08-22.000	Port, Richard C	2681 MCGRAW MARATHON RD	5.26
Freetown	120.00-08-01.000	Port, Richard C	CLOCK RD	5.26
Freetown	110.00-02-05.200	Poth, Nicholas E	3101 MCGRAW MARATHON RD	6.74
Freetown	140.00-02-06.000	Warner, Cody K	PARKER RD	6.61
Harford	155.00-01-04.110	Brown, Adrian	ROUTE 221	3.78
Harford	154.00-01-09.200	Burns, John E	960 HILSINGER RD	4.82
Harford	172.00-01-10.112	Enterprise TE Prod Pipeline Co	116 ROUTE 200	4.48
Harford	146.00-01-02.200	Fritts, Lauren	FRITTS HILL RD	1.01
Harford	153.00-01-07.112	Klein, David A	866 ADAMS RD	6.35
Harford	144.00-04-05.111	Shilliff Cory D	650 VIRGIL CREEK RD	3.00
Harford	154.00-01-30.120	VanDeWeert, Joseph W	1540 ROUTE 221	4.77
Homer (Town)	48.00-03-06.200	Boyden, Eric H	E HOMER BALTIMORE RD	2.44
Homer (Town)	48.00-03-02.000	Boyden, Karl	E HOMER BALTIMORE RD	2.82
Homer (Town)	38.00-01-02.000	Brooks, Clinton S	6150 E HOMER BALTIMORE RD	0.74
Homer (Town)	48.00-03-05.000	Brooks, Clinton S	E HOMER BALTIMORE RD	1.09
Homer (Town)	66.00-06-01.200	Colvin, Emily W	5063 ROUTE 281	2.39
Homer (Town)	55.00-01-16.120	Dann, Chad P	5459 ROUTE 41	5.00
Homer (Town)	77.00-04-09.200	Daugherty, Paul M	MCDONALD RD	2.19
Homer (Town)	47.00-01-23.220	Equity Trust Co	ROUTE 11	2.00
Homer (Town)	66.00-07-04.112	Expanding View LLC	COSMOS HILL RD	3.49
Homer (Town)	66.00-07-04.111	Expanding View LLC	ROUTE 90	3.51
Homer (Town)	66.00-07-04.120	Expanding View LLC	COSMO HILL RD	3.48
Homer (Town)	67.00-13-06.200	Forbes, Frederick J Sr	5051 FORBES RD	1.53
Homer (Town)	47.00-01-34.000	Gallow, Paul M	5702 ROUTE 11	4.40
Homer (Town)	58.00-06-02.000	Gilbert, David M	2623 ROUTE 13	2.81
Homer (Town)	58.00-07-02.000	Henry, Christopher	2789 ROUTE 13	2.62
Homer (Town)	66.00-07-04.200	McClure, Diana	COSMOS HILL RD	1.38
Homer (Town)	47.00-02-01.200	Niswender Enterprises LLC	1811 LITTLE YORK XING	6.14
Homer (Town)	55.00-01-09.000	Perry, Jeffery A	5531 ROUTE 41	1.44
Homer (Town)	48.00-03-04.000	Seamans, Jason	5839 E HOMER BALTIMORE RD	2.14
Homer (Town)	67.00-15-09.000	Smith, Victor M	5011 MCDONALD RD	5.36
Homer (Town)	58.00-07-07.000	Trinity Valley LLC	ROUTE 13	2.40
Homer (Town)	57.00-01-60.000	Vandenburg, Jerry C Jr	CHAPMAN RD	1.31
Homer (Town)	66.00-02-16.200	Willsey, Timothy	CREAL RD	1.73
Homer (Town)	56.00-01-48.200	Wright, Eugene	5400 BRAKE HILL RD	8.05
Homer (Town)	67.00-15-05.000	Young, Zachary C	1654 O'SHEA RD	2.21
Lapeer	156.00-08-10.200	Byler, David D	HIGHLAND RD	2.41
Lapeer	165.00-01-53.200	Cornell, Brent	COOPER HILL RD	6.53
Lapeer	147.00-05-22.000	Drake, Richard D Jr	1310 MUCKEY RD	1.85
Marathon (Town)	149.00-08-06.110	Barrett, Brandon F	3976 PIETY RIDGE RD	6.02
Marathon (Town)	157.00-03-06.000	Bliss, Donald R	3299 HIGHLAND RD	4.04
Marathon (Town)	157.00-03-05.100	Bliss, Donald R	HIGHLAND RD	1.56
Marathon (Town)	158.00-04-08.000	Dairyland LLC	DEANS POND RD	4.90
Marathon (Town)	149.00-08-13.000	Ensign, Nicholas E	1164 SALT RD	5.76
Marathon (Town)	139.00-02-10.200	McEvoy, Kenneth C	1436 ROUTE 11	1.02
Marathon (Town)	149.00-02-08.120	Orr, Justin L	TEXAS VALLEY RD	1.51
Marathon (Town)	159.00-01-04.000	Quail, Martin A	933 FISH HILL RD	5.15
Marathon (Town)	141.00-01-24.100	Sautter, Stephen S	1580 BLOODY POND RD	5.68
Marathon (Town)	158.00-04-07.112	Shonk, Reiko	4276 DEANS POND RD	1.85
Marathon (Town)	149.00-07-05.000	Stanley, Ronald H Jr	PIETY RIDGE RD	2.18
Preble	27.00-02-06.000	Caughey, Michael D	6571 STEGER RD	3.39
Preble	18.00-05-05.000	Currie LLC, JNT	7184 ROUTE 11	1.04
Preble	17.00-05-17.000	Currie, John H Jr	2267 CURRIE RD	2.41
Preble	37.00-01-30.121	Kendall, Andrew G	6336 ROUTE 281	3.57
Preble	6.00-03-04.000	Swayze, Matthew S	1515 SONG MOUNTAIN RD	6.53
Preble	6.00-03-03.000	VanPatten, Jeffery T	7585 OTISCO VALLEY RD	1.72

Attachment: Copy of Copy of parcels less than 7 acres from ag_district_shapefile (8375 : Adopt Revisions to the Cortland County Agricultural

Parcels Removed from the Cortland County Agricultural District

7.a

Preble	8.00-01-18.112	White, Daniel J	7484 ROUTE 11	2.07
Scott	35.00-04-03.000	Adams, Trevor Thomas	6197 W SCOTT RD	1.72
Scott	35.00-03-03.200	Cottrell, Matthew D	6073 W SCOTT RD	2.18
Scott	15.00-05-01.100	Filkins, Vernon B II	7365, 7367 ROUTE 41	3.49
Scott	35.00-01-06.111	Siddiqui, Shahid M	6387 ROUTE 41	2.91
Solon	79.00-04-18.000	Brown, Scott E Sr	4290 LAPP HILL RD	6.29
Solon	89.00-07-04.000	DeRusha, Frank	4256 ROUTE 41	4.63
Solon	91.00-01-05.200	Thornton, Roy A	4420 TELEPHONE RD	2.31
Taylor	102.00-05-05.000	Blanchard, Jason	3346 TAYLOR VALLEY RD	11.03
Taylor	103.00-02-04.000	Boix, Trino	UNION VALLEY RD	6.40
Taylor	83.00-01-01.112	Marcham Bruce	UNION VALLEY RD	2.98
Taylor	103.00-01-15.120	McUmber, Lynn M	3351 ROUTE 26	6.97
Truxton	29.00-02-01.200	Currie, Sean	6729 HIGHTS GULF RD	5.67
Truxton	59.00-01-12.120	Curtis, Lisa M	5358 MAYBURY RD	0.67
Truxton	39.00-01-48.000	Dawson, Carlton	HIGHTS GULF RD	4.28
Truxton	59.00-05-04.000	Henry, Adam	3288 E RIVER RD	6.75
Truxton	49.00-05-05.000	Potter, Stephanie A	3455 ROUTE 13	5.34
Truxton	49.00-05-01.000	Potter, Stephanie A	KENNEY BROOK RD	2.18
Truxton	59.00-01-08.200	Twin Oaks Farm	3404 E RIVER RD	2.17
Virgil	135.00-01-62.000	Avery, Robert A	VIRGIL CREEK RD	2.27
Virgil	126.00-11-06.120	Bush, Christopher R	2231 HOLLER RD	3.03
Virgil	126.00-11-06.210	Carr, Julia A	2277 HOLLER RD	4.29
Virgil	126.00-10-05.000	Eckard, Robert C Sr	TIMMERMAN HILL RD	1.01
Virgil	126.00-10-06.000	Eckard, Robert C Sr.	TIMMERMAN HILL RD	6.74
Virgil	126.00-04-07.000	Fitts, James E	1010 W STATE RD	6.40
Virgil	126.00-03-03.000	Gambitta, Carl	S CORTLAND VIRGIL RD	4.88
Virgil	117.00-07-25.200	Hall, Travis	CLUTE RD	0.50
Virgil	139.00-01-03.112	Hoyt, Gary	ROUTE 392	0.95
Virgil	126.00-03-20.000	Klamm Irrevocable Trust	2213 S CORTLAND VIRGIL RD	5.14
Virgil	126.00-01-49.110	Ligas, Mark M	2355 HOLLER RD	2.36
Virgil	115.00-14-03.000	Logan, Walter J	2754 S CORTLAND VIRGIL RD	2.64
Virgil	126.00-10-11.100	McConnell, Barney	VANDONSEL RD	3.99
Virgil	116.00-01-03.200	McGrath, Kevin	2844 S CORTLAND VIRGIL RD	3.00
Virgil	135.00-03-14.120	Poirier, Jarid M	DAISY HOLLOW RD	1.77
Virgil	135.00-03-14.200	Poirier, Jarid M	1646 DAISY HOLLOW RD	3.89
Virgil	106.00-06-01.120	Radford, Jesse A	931 SHERMAN RD NORTH	2.64
Virgil	116.00-06-06.000	Reynolds, Kenneth A	2601 HOLLER RD	5.33
Virgil	106.00-04-05.000	Rice, Joshua	1634 TOWER RD	5.07
Virgil	105.00-05-06.200	Scenic Meadows LLC	SHERMAN RD NORTH	3.94
Virgil	135.00-01-36.000	Sega, Joseph H	384 ROUTE 392	1.11
Virgil	135.00-01-41.120	Shilliff Cory D	629 VIRGIL CREEK RD	5.36
Virgil	107.00-03-13.000	Umbehauer, Craig	LASH RD	3.44
Virgil	107.00-03-12.000	Umbehauer, Craig	LASH RD	3.43
Virgil	106.00-06-01.200	Williams, Michael T	919 SHERMAN RD NORTH	6.35
Willet	150.00-01-31.112	Elmira Savings Bank	1130 BLOODY POND RD	3.78
Willet	150.00-01-20.000	Hall, Bryan S	TURNER HILL RD	1.50
Willet	168.00-01-06.200	Kemak, Matthew P	399 FISH HILL RD	2.97
Willet	142.00-01-07.120	NYS Electric & Gas Corp	ROUTE 26	6.67
Willet	150.00-01-18.200	Sautter, Stephen S	JOHNSON RD	6.02

Total Acres to be Removed from District 726.02

Attachment: Copy of Copy of parcels less than 7 acres from ag_district_shapefile (8375 : Adopt Revisions to the Cortland County Agricultural

CENTRAL NEW YORK REGIONAL PLANNING AND DEVELOPMENT BOARD
REGIONAL TELECOMMUNICATIONS BROADBAND STUDY

ECC TECHNOLOGIES, INC

PROJECT SUMMARY

February 4, 2021

As part of its comprehensive planning program, the Central New York Regional Planning and Development Board has engaged a consultant – ECC Technologies, Inc., to complete a study that can be used by the agency and local officials to improve telecommunication broadband services in rural communities in Central New York. The study will focus on four specific member counties including Cayuga, Cortland, Onondaga, and Oswego (a similar study was previously completed by ECC Technologies for Madison County).

This study is designed to provide the information necessary to prepare a broadband access plan for rural communities in Central New York. The plan will help facilitate last mile broadband service to all households and businesses in Central New York. As part of the study, the Consultant will provide a detailed inventory of the current telecommunication resources in Central New York and document via a community survey the broadband needs and desires in unserved and underserved rural areas across the region. Based on this analysis, and an examination of market conditions impacting high-speed broadband service in the region, the Consultant will prepare a detailed network design, business plan, and finance strategy to improve broadband access in Central New York.

To ensure the success of this initiative, the agency is seeking the support and guidance from each member county in the study area. To facilitate this engagement, CNY RPDB staff is requesting an opportunity to present information regarding the study to the Cortland County Legislature's Planning Committee at a meeting on March 9th and, if warranted, to the full legislature at a meeting on March 25th. Thank you for your consideration of this request.

David Bottar
Executive Director
Central New York Regional Planning and Development Board

MMC REPORT

Public Transit

From the February TAC report, Cortland Transit stated its year-over-year ridership figures for all routes. Ridership has not recovered to pre-COVID levels. This is consistent with public transportation systems nationwide:

	Total Passengers	
January 2021	5,535	-40.72%
January 2020	9,337	

Important to note, while overall Dial-A-Ride numbers are down, Medicaid Dial-A-Ride numbers have increased significantly from where they were the same time in 2020. We attribute this to successful negotiations between MAS and Cortland Transit, brokered by SVHC in late 2019, early 2020.

	2020	2021	Difference	Percent Change
Total Dial A Ride Revenue Passengers	155	95	-60	-38.71%
Medicaid Passengers on Dial a Ride	31	79	48	154.84%

Cortland Transit has ordered three vans that will be dedicated to Dial-A-Ride runs and equipped for wheelchairs as well as passengers. Cortland Transit expects this will increase the capacity of Dial-A-Ride calls the company can take. Cortland Transit also plans to implement software tracking devices on its buses that will allow the public to track the bus and drivers to fulfill rides in real time. The company remains short three drivers and three or four aides. Routes remain fare-free.

COVID 19 Concerns

The MMC continues to promote the wearing of masks on public transit.

The CDC has issued a new requirement effective 2.2.2021 that face masks be worn by travelers on public transit.

Bus Advertisements

As of this writing, the Cayuga Health wrap is anticipated to be installed on bus number 5813 the second week in March. The CAPCO ads were installed on Feb. 9. The CCCVB wraps are due to come off two buses on March 29. The designer who installed them is prepared to do this work.

The Way2Go and Southern Tier Homeless Coalition ads have also been removed. The Molina Healthcare advertisements (our longest standing advertiser) are also due to come off by March 8.

County Transportation Plan update

The Transportation Plan was completed in December and we distributed hard copies of the plan to the committee ahead of this meeting. The Transportation Advisory Committee reviewed the draft at the Dec. 21 meeting and the report is ready for the committee's review.

March 9 APE MMC report

Supports for Health

We continue to provide subsidized transportation to qualifying individuals through the Supports for Health program. This program helps get people to important pre-op visits and COVID testing, and other things to support their health. While working with these individuals, we also identify and connect them to other community resources they may need.

The MMC will address the needs of any individuals who do not qualify for the program, through alternative transportation options.



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, Manager

March 2, 2021

AGRICULTURE AND PRIVATE LAND CONSERVATION

Agricultural Environmental Management (AEM) – Ag Planning and Best Management Practice (BMP) Implementation – Staff continue grazing, buffer, and farmstead planning. Procurement is complete for two projects, one pasture management system with stream corridor stabilization and buffer, and one ag waste management system, that will begin construction this spring. Two more project designs for a pasture management system and a stream corridor management system are nearly complete with construction expected to occur this summer. We have several ag buffer plans in various stages, and implementation/planting will be completed this spring through combined efforts of landowners, SWCD, and private contractors.

Climate Resilient Farming grants were announced and all four proposals submitted by Cortland SWCD were awarded funding. These projects included three stream corridor management projects and a pasture management system, all including riparian forest buffer establishment. Depending on contracting and design requirements, we hope to pursue implementation this year for at least two projects.

We expect to have three new comprehensive nutrient management plans (cnmps) completed in the next few months. These plans will provide the farms with manure and fertilizer recommendations, including place, source, rates and timing, as well as identify other BMPs that may be implemented to address identified resource concerns.

Riparian Forested Buffer Establishment and Planning – We have eight buffers on non-agricultural lands in various stages of planning, working with private and public landowners.

We were awarded funds to support buffer establishment again this year. Steward activities are scheduled to resume this spring with the planting projects under development now. We will be hiring interns to assist with planting, as well as the buffer steward for the summer to assist with ongoing buffer maintenance needs.

COMMUNITY NATURAL RESOURCES MANAGEMENT AND PLANNING

Culvert Rehabilitation – We are waiting on documentation and billing for the Daisy Hollow Road pipeline exposure repair and stream enhancement project that was completed in partnership with Buckeye Pipeline in December.

Two sites in the Skaneateles Lake watershed are ready for construction. One will be coordinated

through the county highway department and the other with the Town highway department.

Three additional sites in the Chesapeake Bay watershed are planned for 2021 implementation and we are completing design work and securing permits. Two culverts are located on Stramba Rd and one is on Syrian Hill Rd.

The three other projects slated for completion are in the Cayuga Lake watershed, Town of Virgil. They have been surveyed, but design work has not yet been started.

Landfill Water Quality – 2020 Landfill Monitoring is complete. We are scheduling an evaluation/review meeting with county staff, and preparing for 2021 work which begins this month.

Community Planning and Water Quality Protection – We are assisting the Town of Cortlandville with their response to the NYSDEC regarding the planned expansion and modification of the gravel mining near their Lime Hollow water supply wells. We are also collecting stormwater maintenance and management reports from owners/operators of facilities in Cortlandville for compilation into the 2020 report on all systems in the town.

We have been assisting and providing comments on the Homer Solar project, and numerous other proposed activities in local communities to advise local boards on potential landuse/natural resource impacts and mitigation.

PROGRAMS AND EDUCATION

Conservation Services - Our Spring Planting Program is in full swing. The order form is available on our website and via mail/email by request. We are offering nearly fifty different species of plants for landowners to purchase, along with a variety of other related supplies and materials.

I continue to serve on the NYS Climate Action Council Ag and Forestry Panel. This has been a fast-paced exercise with current effort including reviewing all the mitigation strategies that are being developed by the six subgroups looking at bioeconomy, feed and manure management, soil health, agroforestry, forest management, and avoided conversion. These are very broad and complex topics, but with guidance and feedback from our panel and expert presenters, Ag and Markets and DEC staff have developed broad responding strategies. It's clear our agricultural and forested lands will play a key role in mitigating climate change and meeting the greenhouse gas reduction goals of the state by 2030 and 2050.

ADMINISTRATION

The proposed Environmental Protection Fund (EPF) includes continued funding for state aid to Districts, as well as sustained funding for numerous grant programs utilized to support District conservation activities and projects.



County Report • February 2021

Impounding and Boarding

		# of Days	Cost
Canine	Impounded - Day 1	6	\$180.00
	Boarded Current Month	168	\$840.00
	Total Canine	174	\$1,020.00
Feline	Impounded - Day 1	5	\$150.00
	Boarded Current Month	274	\$1,370.00
	Total Feline	279	\$1,520.00
Other	Impounded - Day 1	0	\$0.00
	Boarded Current Month	0	\$0.00
	Total Other	0	\$0.00
Total Impounding and Boarding		453	\$2,540.00

Cortland County Humane Law Enforcement Report February 2021

Town of Cincinnatus

Complaints YTD	1		
Complaints This Month	0		
Animal Cruelty:		Dispositions:	
Dog/Cat Abandonment	0	Compliance Order	0
Dog/Cat Abuse	0	Completed	0
Dog/Cat Neglect	0	No Violation	0
Dog/Cat Cruelty	0	Animal Picked Up	0
Other Neglect/Cruelty	0	Unable to Locate	0
Loose Farm Animal/Public Safety	0	Pending Investigation	0
Dog/Cat Sick or Injured	0	Charges/Arrest	0
Inadequate Shelter	0		
Hot/Cold Vehicle	0		

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Cortlandville

Complaints YTD	3		
Complaints This Month	1		
Animal Cruelty:		Dispositions:	
Dog/Cat Abandonment	0	Compliance Order	0
Dog/Cat Abuse	0	Completed	1
Dog/Cat Neglect	1	No Violation	0
Dog/Cat Cruelty	0	Animal Picked Up	0
Other Neglect/Cruelty	0	Unable to Locate	0
373-4 Seizure	0	Pending Investigation	0
Dog/Cat Sick or Injured	0	Charges/Arrest/Ticket	0
Inadequate Shelter	0		
Hot/Cold Vehicle	0		

NARRATIVE: Nobody home for weeks to take care of dogs - unfounded.

Town of Cuyler

Complaints YTD	0		
Complaints This Month	0		
Animal Cruelty:		Dispositions:	
Dog/Cat Abandonment	0	Compliance Order	0
Dog/Cat Abuse	0	Completed	0
Dog/Cat Neglect	0	No Violation	0
Dog/Cat Cruelty	0	Animal Picked Up	0
Other Neglect/Cruelty	0	Unable to Locate	0
Loose Farm Animal/Public Safety	0	Pending Investigation	0
Dog/Cat Sick or Injured	0	Charges/Arrest	0
Inadequate Shelter	0		
Hot/Cold Vehicle	0		

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Freetown

Complaints YTD	0
Complaints This Month	0
Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Loose Farm Animal/Public Safety	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Harford

Complaints YTD	0
Complaints This Month	0
Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Loose Farm Animal/Public Safety	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Homer

Complaints YTD	1
Complaints This Month	1
Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	1
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Dead Animal	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	1
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: Dogs not being cared for - unfounded.

Town of Lapeer

Complaints YTD 0

Complaints This Month 0

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Loose Farm Animal/Public Safety	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town/Village of Marathon

Complaints YTD 1

Complaints This Month 0

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Loose Farm Animal/Public Safety	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Village of McGraw

Complaints YTD 2

Complaints This Month 1

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	1
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Loose Farm Animal/Public Safety	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	1
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: Dog left outside, appears not to have proper care - no violation.

Town of Preble

Complaints YTD	0
Complaints This Month	0
Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Loose Farm Animal/Public Safety	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Scott

Complaints YTD	0
Complaints This Month	0
Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Loose Farm Animal/Public Safety	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Solon

Complaints YTD	0
Complaints This Month	0
Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Loose Farm Animal/Public Safety	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Taylor

Complaints YTD	1
Complaints This Month	0
Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Loose Farm Animal/Public Safety	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Truxton

Complaints YTD	0
Complaints This Month	0
Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Loose Farm Animal/Public Safety	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Virgil

Complaints YTD	0
Complaints This Month	0
Animal Cruelty:	
Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
373-4 Seizure	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Willet

Complaints YTD 0

Complaints This Month 0

Animal Cruelty:

Dog/Cat Abandonment	0
Dog/Cat Abuse	0
Dog/Cat Neglect	0
Dog/Cat Cruelty	0
Other Neglect/Cruelty	0
Loose Farm Animal/Public Safety	0
Dog/Cat Sick or Injured	0
Inadequate Shelter	0
Hot/Cold Vehicle	0

Dispositions:

Compliance Order	0
Completed	0
No Violation	0
Animal Picked Up	0
Unable to Locate	0
Pending Investigation	0
Charges/Arrest	0

NARRATIVE: No complaint responses for animal cruelty this month.

YTD Complaints:	9
Complaint Totals this Month:	3



Cooperative Extension Report

March, 2021

Farm-To-School

Emily Fusco

Key Developments:

- Farm to School Participant Surveying Completed
- Garden Bed Planning
- Planning Next Series of Virtual Farm Tours
- Surveying Local Producers for the Cornell Cooperative Extensions Buy Local Program

During the month of February, the surveying instrument that was created in January was completed. Feedback about the programming activities, barriers to Farm to School, and areas of interest moving forward with the program have been recorded and the data is ready to be analyzed.

An interview with Francis Zaryski was scheduled, however, due to unforeseen events he had to cancel the meeting and we are in the process of rescheduling. Francis is the BOCES Cafeteria Manager for the Cortland School District and can provide excellent feedback on the main barriers to local food procurement in schools as well as ideas about how those barriers could be addressed and mitigated.

Various layouts for the raised bed at the Randall Middle School have been established and some seeds have been acquired. Although the next steps in this process will have to wait for the snow to thaw, we are very excited to begin working with the students of Randal and introducing them to gardening!

We are in the planning phases of curating a list of farms to visit for the next series of the Virtual Farm Tour programming activity. Once the list is finalized, we will begin contacting farmers and creating the virtual farm tour videos to be shared with the local schools.

Lastly, we have begun involvement with the Cornell Cooperative Extensions Buy Local Program in which local producers are being surveyed to add to a web director intended to provide easy access for consumers to learn about the availability of local products and where to purchase them. This effort has only just begun and will be further executed throughout March.

Financial and Consumer Education/Parenting Education

Barbara Henza

Community Energy Engagement Program (CEEP)

I continue to refer county residents to the CEEP program for assistance with energy improvements to their homes. The average benefits under the EmPower NY program is \$6,000 in improvements, mostly insulation, air sealing and lighting. In addition to those benefits, consumers taking part in EmPower may also receive a new refrigerator and possibly a heating system. In addition to the energy measures the contractors frequently will address safety concerns as long as the work receives pre-approval from NYSERDA. Those taking part in the Assisted Home Performance program are eligible to receive up to \$10,000 worth of improvements with the cost split between the home owner and NYSERDA. Under Assisted Home performance, the home can have additional insulation blown into an attic to bring it up to the required level and work done in cellars and crawl spaces to insulate them as well. Air sealing is also a top priority for all programs as it will keep the heat inside the home. I referred 3 consumers to energy contractors in the month of February and assisted another in getting benefits who had sent the application to the wrong program. Under both of these programs renters can also take part as long as the landlord agrees, resulting in not only a more affordable home for the renter but also an improvement in the housing stock in Cortland County.

We are expecting an RFP soon for the next round of the funding for this program. The RFP and funding will be for a 5-year period, with an anticipated start date of July 2021. CCE Cortland County, along with the other 4 counties in the Central NY region will be working on a proposal with CCE Cortland as the lead agency, in response to the RFP. If successful, this will allow the CCE Cortland to continue this program for an additional 5 years.

Parenting/Parents Apart Class

The schedule for 2021 for these classes has been set and information on the program sent to the courts system, DSS, out over the 211 line and to parents who had contacted us in January looking for the classes.

Financial Education

The one-on-one financial education program continues to be offered to county residents who are finding themselves in financial difficulties. In addition to this effort, I will be working with the Cortland Works Career Center to provide resources they can use for a Financial Friday they will be promoting.

I am also the co-chair of the Family Economics Resource Management Program Work Team that works to promote and support financial education. I am currently working on a webinar that will provide information on the financial decisions and issues we all face at different life stages and also a program with the Poverty and Economic Hardship Program Work Team on issues related to poverty and how we can help alleviate some of them through our extension programs.

4-H Youth Development

Rebecca Ireland-Perry

As spring is approaching, and covid guidelines continue to progress, we are optimistic that we can begin holding small events outdoors for youth and boost our engagement. This month we will start our Tractor Certification class for youth ages 14 and up to get their tractor certification in order to get a job on a farm. The current plan is to begin virtually and transition to in person as the weather permits. We continue to have incredible support from the 3 tractor dealerships in the county, NYCAMH, and Farm Medic/Cortlandville Fire Department to hold the classes. We are also planning our annual 4-H public presentations, which will be offered both in person and over zoom in April. As it has been every year at this time, I spend a lot of time on fair planning. This year is still extremely challenging in that I am planning both for having the Cortland Jr Fair as usual, as well as planning for a virtual fair, or something in between, that can give the youth a rich and beneficial experience. Our experience last year with our Cortland Jr Unfair shows us it can be done, but we are hopeful for a more normal fair this year. We are going to stay with our scheduled fair dates of July 6-10th, so whatever fair will look like it will still be during that timeframe. Right now we are waiting for guidance from the state in regards to fairs.

4-H Camp Owahta

Chris DeLage

After a camper-less but nevertheless productive 2020 camp season, 4-H Camp Owahta has begun advertising and planning for youth programs in the summer of 2021. Under the leadership of our newly hired Camp Director, Darius Stevens during the shutdown camp; Opened 2 miles of new trails and cleared old ones for use by campers, completed construction of the maintenance building, remodeled the boy's bathroom and completed maintenance on camp cabins. Currently, camp is preparing to apply for or has applied for four grants totaling \$95,000 in support for our trail system, pond diversity project, CIT program, and Archery program. These grants would be provided by groups such as the Outdoors Tomorrow Foundation, CNY Community Fund, Cortland Community Foundation, and the American Camp Association.

While planning for the summer of 2021, camp has identified several pieces of equipment which will be necessary to run a fun and safe program. Sanitizing sprayers and handwashing stations will be purchased in advance of summer 2021. Camp will be limiting group size, group interaction and overall capacity this summer in order to keep our participants safe from the pandemic at hand. As registrations get underway a great trend is emerging, we are seeing double our normal registration numbers compared to this point in previous years. As we gear up for summer 2021 our staff looks forward to completing our goals of positive youth development and creating memorable experiences in nature!

Agriculture

Dana Havas

According to the 2017 USDA Ag-Census there are 536 farms in Cortland County comprising of over 113,000 acres and producing over \$69M of market value products (an 11% increase from the previous agricultural census). To help our Agricultural community thrive CCE Cortland Ag plans, develops, and hosts a variety of workshops, initiatives, statewide efforts, and youth education in response to identified needs of the Cortland County agricultural community.

On February 6th we hosted a 2-hour lambing and kidding workshop with Dr. Niko Kochendoerfer from Cornell University. All the attendees expressed that they left the workshop feeling better prepared to manage the quickly approaching birthing season, and a few even requested more workshops with this knowledgeable and engaging presenter. It is worth noting that, while sheep are not a major commodity in Cortland Co., they are a perfect match for solar arrays with the ability to graze under these systems and with this may prove to become a larger part of our agricultural sector in coming years. Besides the lambing and kidding workshop I have been at works planning and developing a variety of other workshops to be held in upcoming months: *Virtual Open Farm Days – Value-added processors; Ag Coffee Hour: How are YOU?; Basic Farm Safety* and; *Ag-Coffee Hour: Introduction to NRCS Services*.

Besides workshops I have been engaged with and often lead/facilitate several county-wide initiatives that serve to: educate the public on Ag; preserve agricultural history and knowledge; and bolster community amongst the agricultural service providers in our county. For instance, this past month I organized a county-wide group of folks that represent Cortland Co. agricultural service providers including CCE, Farm Bureau, CCSWCD, Cazenovia equipment, and FFA advisors. The goal of this group is for us to identify areas of collaboration and share resources that serve to support our farmers and agricultural businesses. Other current initiatives include a journalism and an oral history intern (with SUNY Cortland and CNY Living History Museum), and a few collaborative grants proposals (with Seven Valleys Health Coalition).

Of course, many challenges our farmers face are not unique to Cortland County, and to that effect I have been engaged with and often lead statewide efforts to address topics that are relevant to Cortland Co. agriculture. NYS has marked 2050 as the year when all of electricity will be renewably produced (solar & wind). This task has major implications for farmers and farmland in NYS with concerns about utilization of prime farmland, lease agreements, neighbor relations, and more. I am facilitating a statewide effort to prepare CCE to better respond to this immediate need for accurate information so that our farmers and communities can feel confident in the decisions they make in response to solar and land-use decisions. Other statewide teams I am currently facilitating include livestock slaughter and animal fiber.

Finally, youth programming is a large part of CCE Cortland's work – with the goal of educating our youth to give them a broader understanding about the world around them. I contribute to this effort by developing agricultural programming for our Cortland County youth. Some initiatives currently underway include a 4-H market livestock club, 4-H feeder calf project, 2nd grade ag literacy, and 4th grade AgStravaganza. The Ag literacy program this year will reach 23 second grade classrooms throughout Cortland County. Volunteer readers will be reading *Chuck's Ice Cream Wish: Tales of a Dairy Godmother* to these second graders teaching learn about dairy (from cow to ice-cream), this is especially poignant since dairy is a major agricultural commodity here in Cortland Co.

Cortland Small Dairy Support Fay Benson

For the past 18 years Fay has supported his work through grants and 30% support from the South Central NY Dairy Team. He has begun a multiple year retirement phase and is currently working 68% FTE. These are the areas of his work that have benefitted Cortland County.

February 2021:

- Fay is the “Out Going Chair” of the **Northeast Pasture Consortium (NEPC)**. On February 3rd as part of the NEPC’s annual meeting he presented a video he produced to over 80 viewers including those he works with in Cortland County. See video at:
<https://www.facebook.com/nysoilhealthtrailer/videos/1805970262896905>
- As part of the **New York State Grazing Coalition**, Fay provides “Grazing Dairy Production Record Books” to farmers across the state. Each year farmers use a new book to help maintain their records. In February he received three requests for these books.
- New York **Dairy Grazing Apprentice Program** has 13 master graziers across the state. Cortland County has four master graziers. Only Kathie Arnold’s dairy currently has an apprentice. Each month Fay helps establish learning opportunities for the master and the apprentices across the country. Kathie Arnold was a presenter at one of these national virtual meetings this winter. In February Mary Kate MacKenzie of the SCNY Dairy Team was recruited to present.
- A major part of Fay’s funding is coming from a USDA Sustainable Agriculture Research and Extension (SARE). He is the principal Investigator on the \$96,000 grant. Cortland CCE receives 10% of these funds to house Fay for his work. In February Fay completed his annual report for his work on pasture soil compaction. To see the report:
https://click.pstmrk.it/2s/projects.sare.org%2Fsare_project%2F19-372%2F/LEbe-B8N/378o/rERt35IzK0
- **NY Certified Organic (NYCO)**, Fay has facilitated this organic dairy and field crop discussion group for 15 years. It has meetings for farmers in January, February, and March each year. This years have been virtual meetings. On February 9th, the topic was how to get the most out of a field cultivator. The presenter was Dr. Bryan Brown with Cornell’s IPM program. He used slow motion video to show how to set a cultivator to get the desired effect.
- **Plans for 2021:**

Fay is partnering with Pennsylvania Association of Sustainable Agriculture to write a potential three-year \$600,000 grant from the USDA’s National Institute of Food and Agriculture (NIFA) to train beginning livestock graziers in two states. Fay will use these funds to continue the work he does for the DGA. Cortland CCE will receive indirect funds for his sub-contract.



Cornell Cooperative Extension

South Central NY Dairy and Field Crops Program

Winter 2021 Events Calendar

January 5—February 16 Tuesdays at 12:30 pm	Critical Calf Care: Urgent Decision Making for Dairy Calf Health ; FREE virtual event series <i>Recognizing & Diagnosing Disease, Dystocia & Difficult Calvings, Record Keeping & Economics of Disease, Hydration Status & Electrolytes, Scours & Nutrition, "911— My Calf Needs Help!" LIVE Panel Discussion</i> To register or FMI: https://scnydfc.cce.cornell.edu/event.php?id=1424
January 11 Becker Forum January 12 - 15 Expo DEC Credits Available	2021 Empire State Producers Virtual Expo FMI: http://nysvga.org/expo/information/ or contact Jessica at (585) 993-0775 Expo Schedule: http://nysvga.org/wp-content/uploads/2021-Detailed-Empire-Expo-Program-12-15.pdf
January 12, February 9, March 9 12:00 pm	2021 NYCO (NY Certified Organic) Virtual Meetings Register in advance for this meeting: https://cornell.zoom.us/join/https://cornell.zoom.us/join/register/tJcqdO2prj0jH9cAv1J-yuoQilpX5i7IEVZQ FMI: Fay Benson afb3@cornell.edu
January 14, 21, 28, February 4 Thursdays from 1:00 - 2:00 pm EDT DEC Credits Available	2021 Virtual Winter Crop Meeting Series ; \$10/session or \$20/all sessions <i>Crop Stress—Tips for Management; Soybean Cyst Nematode Management; Corn Silage Hybrid Trials 2020 Update; Management Factors that Contribute to High Yield in Corn</i> To register or FMI: https://scnydfc.cce.cornell.edu/event.php?id=1443
January 28 - February 18 Thursdays from 12:00—2:00 pm EDT	2021 Virtual Operations Managers Conference Series ; \$100/per person FMI: https://cals.cornell.edu/pro-dairy/events-programs/conferences-seminars/operations-managers-conference or Heather Darrow, PRO-DAIRY Conference Coordinator, (607) 255-4478 / hh96@cornell.edu To register: https://web.cvent.com/event/0b04466f-412e-4455-b0fa-0e2962f9e313/regProcessStep1
February 9 - March 2 Tuesdays beginning at 12:30 pm EDT DEC Credits Available	2021 Practical Soil Health Meeting A Virtual Series of 4 Meetings ; Cost— \$10 for compaction session <i>Cover Crop Management & Termination; Compaction Damage & Its Modification; Making the Most of Your No-Till Planter Experience Without Breaking the Bank; Soil Health Practices in Dairy Systems—A Farmers Panel</i> To register: https://scnydfc.cce.cornell.edu/events.php
Feb 17 Mar 3 March 17	Dairy Manager Discussion Group Winter Series Fostering Employee Engagement in a multi-cultural workforce Employee Handbooks: What's important & How to Start Preliminary NY Dairy X Beef Cross Calves Survey Results
March 11, 2021 1:00—3:00 pm	Plant Protection Workshop Corn Disease Updates: Identification & Management Grass and Broadleaf Weed Control for Corn, Soybeans and Alfalfa
March 11, 2021 March 18, 2021 7:00 pm—9:00 pm	Beginner Hay and Pasture School Advanced Hay and Pasture School \$5.00 Advance Registration Required Register at: https://ncrat.cce.cornell.edu/event.php?id=1499
March 17, 2021 1:00—3:15 pm	Pesticide Applicator Training Test Preparation for attaining a DEC issued Applicator's license Includes: Legal framework, safety, application guidelines
March 2, 9, 16, 23, 30 & April 6, 2021 https://scnydfc.cce.cornell.edu/event.php?id=1507	Pasture Prep: Virtual Ruminations for you 2021 Grazing Program A series of grazing topics focused on dairy herds but all grazers welcome. Considerations for Spring Green Up, Nutrition, Incorporating Annual Forages, Lameness, Dairy Cattle, Maximizing Pasture Investment, Expert Panel Discussion with Series Speakers at 7 pm