



AG/Planning/Environmental

Committee Meeting

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

~ Minutes ~

Thursday, April 14, 2022

10:00 AM

Board Room

CALL TO ORDER

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

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Committee Vice Chair	Present	
Beau Harbin	Cortland County, NY	Committee Chair	Present	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present	
Paul Heider	Cortland County, NY	Committee Member	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Excused	
Mitchel Eccleston	Cortland County, NY	Committee Member	Present	
Dana Havas		Cooperative Extension	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
George Wagner	Cortland County, NY	Board Member	Present	
Christopher Newell	Cortland County, NY	Board Member	Present	
Sandra Price	Cortland County, NY	Board Member	Present	
Andrea Herzog	Cortland County, NY	Director, Budget & Finance	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Trisha Jesset	Cortland County, NY	Director of Planning	Present	
Melissa Potter	Cortland County, NY	Mobility Manager	Present	
Amanda Barber	Soil & Water Conservation District	Director	Present	
Jennifer Thomas		Cortland Ag. Corporation	Present	
Kevin Limiti	Cortland Standard	Reporter	Present	

MINUTES

1. Ag/Planning/Environmental - Committee Meeting - Mar 10, 2022 10:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Douglas Bentley, Committee Vice Chair
SECONDER:	Paul Heider, Committee Member
AYES:	Bentley, Harbin, Van Dee, Heider, Bischoff, Eccleston
EXCUSED:	Susan Wilson

RESOLUTIONS

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

RESULT:	APPROVED [UNANIMOUS]
	Next: 4/28/2022 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Bentley, Harbin, Van Dee, Heider, Bischoff, Eccleston
EXCUSED:	Susan Wilson

ON MOTION OF HARBIN

RESOLUTION NO.

Appoint Member to the Transportation Advisory Committee - Planning Department

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

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

WHEREAS, a vacancy exists on the board, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby appoints the following community service and government agency representatives, or their designee, to the Transportation Advisory Committee for a term ending December 31, 2024:

Shannon Coffee - JM Murray Center

AGENDA ITEM NO. 2 – Appoint Member to the Cortland County Planning Board - Planning Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 4/28/2022 6:00 PM
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Bentley, Harbin, Van Dee, Heider, Bischoff, Eccleston
EXCUSED:	Susan Wilson

ON MOTION OF HARBIN

RESOLUTION NO.

Appoint Member to the Cortland County Planning Board - Planning Department

WHEREAS, due to the resignation of a member, there is a vacancy on the Cortland County Planning Board, AND

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

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

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

Name	Address	Municipality	Term Expiration
Kevin Whitney	3689 Delaware Ave, Cortland, NY	Town of Cortlandville	6/30/2023

AGENDA ITEM NO. 3 – Authorize Agreement for Purchase of (3) 26 Passenger Transit Buses - Cortland County Planning Department

RESULT: APPROVED [UNANIMOUS]

Next: 4/28/2022 6:00 PM

MOVER: Mitchel Eccleston, Committee Member

SECONDER: Douglas Bentley, Committee Vice Chair

AYES: Bentley, Harbin, Van Dee, Heider, Bischoff, Eccleston

EXCUSED: Susan Wilson

ON MOTION OF HARBIN

RESOLUTION NO.

Authorize Agreement for Purchase of (3) 26 Passenger Transit Buses - Cortland County Planning Department

WHEREAS, Resolution No. 120-20 authorized Cortland County to sign a grant application for consolidated grant funds under Contract No. C004119 from the New York State Department of Transportation, pursuant to Federal Section 5311, Title 49 United States Code, to provide public mass transportation service for fixed route and demand responsive service throughout the County, with limited service to contiguous counties provided 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 to be used by First Transit, Inc., AND

WHEREAS, Resolution No. 79-21 indicated Cortland County's acceptance of the Mass Transportation Capital Agreement under Contract C004119, which included specific PIN Numbers for the purchase of buses and related equipment, for a total grant award of \$933,391, AND

WHEREAS, Pin 3790.01.302 is for the purchase of (3) Lot K buses, AND

WHEREAS, Matthews Bus Alliance, DBA: Matthew Buses Commercial , 4802 West Colonial Drive, Orlando, FL 32808 is the authorized vendor for Lot K buses under the NY State Office of Government Services Contract Number PC69001, AND

WHEREAS, Cortland County is requesting to enter into an agreement with Matthews Bus Alliance, d/b/a Matthews Buses Commercial., for the purchase of (3) Lot K, 26 passenger buses with (6) six wheelchair stations and related equipment in an amount not to exceed \$512,311.44, AND

WHEREAS, there is no cost to the County of Cortland, as the local share match will be displaced by the Accelerated Transit Capital in the amount of \$37,500 and the balance of the local match required is provided by First Transit, Inc., as stipulated in their agreement with Cortland County, NOW THEREFORE FOR BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney, is authorized to sign the agreement with Matthews Bus Alliance DBA: Matthews Buses Commercial for the purchase of buses and related equipment, in the amount not to exceed of \$512,311.44., to be paid out of the 2022 budget appropriations account A56305.52030.

AGENDA ITEM NO. 4 – Authorize Agreement for the Purchase of Five (5) 16 Passenger Transit Buses - Cortland County Planning Department

RESULT: **APPROVED [UNANIMOUS]**

Next: 4/28/2022 6:00 PM

MOVER: Mitchel Eccleston, Committee Member

SECONDER: Douglas Bentley, Committee Vice Chair

AYES: Bentley, Harbin, Van Dee, Heider, Bischoff, Eccleston

EXCUSED: Susan Wilson

ON MOTION OF HARBIN

RESOLUTION NO.

Authorize Agreement for the Purchase of Five (5) 16 Passenger Transit Buses - Cortland County Planning Department

WHEREAS, Resolution No. 120-20 authorized Cortland County to sign a grant application for consolidated grant funds under Contract No. C004119 from the New York State Department of Transportation, pursuant to Federal Section 5311, Title 49 United States Code, to provide public mass transportation service for fixed route and demand responsive service throughout the County, with limited service to contiguous counties provided 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 to be used by First Transit, Inc., AND

WHEREAS, Resolution No. 79-21 indicated Cortland County's acceptance of the Mass Transportation Capital Agreement under Contract C004119, which included specific PIN Numbers for the purchase of buses and related equipment, for a total grant award of \$933,391, AND

WHEREAS, Pin 3790.02.302 is for the purchase of (5) Lot G buses and related equipment, AND

WHEREAS, Shepard Bros, Inc., 20 Eastern Blvd., Canandaigua, NY 14424 is the authorized vendor for Lot G buses under the NY State Office of Government Services Contract Number PC69003 SB, AND

WHEREAS, Cortland County is requesting to enter into an agreement with Shepard Bros. Inc., for the purchase of (5) Lot G, 16 passenger buses with (4) four wheelchair stations and related equipment in an amount not to exceed \$421,801.10, AND

WHEREAS, there is no cost to the County of Cortland, as the local share required is provided by First Transit, Inc., as stipulated in their agreement with Cortland County, NOW THEREFORE FOR BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is authorized to sign the agreement with Shepard Bros, Inc., for the purchase of buses and related equipment, in the amount not to exceed of \$421,801.10., to be paid out of the 2022 budget appropriations account A56305.52030.

AGENDA ITEM NO. 5 – Authorize County Contribution to the Cortland County Junior Fair

Mr. Bentley MADE A MOTION TO AMEND the resolution from \$2,000 to \$5,000, Mr. Heider SECONDED THE MOTION, and upon unanimous voice vote of members present, the MOTION CARRIED.

RESULT:	APPROVED [UNANIMOUS]
	Next: 4/19/2022 10:00 AM
MOVER:	Paul Heider, Committee Member
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Bentley, Harbin, Van Dee, Heider, Bischoff, Eccleston
EXCUSED:	Susan Wilson

ON MOTION OF HARBIN

RESOLUTION NO.

Authorize County Contribution to the Cortland County Junior Fair

WHEREAS, the Cortland County Junior Fair is a staple of the Cortland County community for 68 years and promotes agriculture and the youth of the County, AND

WHEREAS, the Agriculture, Planning and Environmental Committee recommends contributing funds to the Cortland County Junior Fair, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby authorizes the County to contribute \$5,000 to the Cortland County Junior Fair, AND BE IT FURTHER

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

INCREASE:

A64205.54780	Sponsor Contributions	\$5,000
A359900	Appropriated Fund Balance	\$5,000

DISCUSSION ITEMS

1. Farmer's Market Promotion Program (FMPP)

RESULT: COMPLETED

2. County-Wide Comprehensive Plan Creation

RESULT: COMPLETED

3. Installation of Active Landfill Gas Collection and Control System

RESULT: COMPLETED

MONTHLY REPORTS

1. Planning Activity Report - April 2022

RESULT: COMPLETED

2. Planning Department Monthly Budget Report

RESULT: COMPLETED

3. SPCA Monthly Report

RESULT: COMPLETED

4. Soil and Water Conservation District Monthly Report

RESULT: COMPLETED

5. Cooperative Extension Monthly Report

RESULT: COMPLETED

ADJOURNMENT

The meeting was closed at 11:10 AM



AG/Planning/Environmental

Committee Meeting

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

~ Minutes ~

Thursday, March 10, 2022

10:00 AM

Board Room

CALL TO ORDER

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

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Committee Vice Chair	Present	
Beau Harbin	Cortland County, NY	Committee Chair	Present	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present	
Paul Heider	Cortland County, NY	Committee Member	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Present	
Mitchel Eccleston	Cortland County, NY	Committee Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Bob Haight	Cortland County, NY	Chamber of Commerce	Present	
Melissa Potter	Cortland County, NY	Mobility Manager	Present	
Trisha Jesset	Cortland County, NY	Director of Planning	Remote	
Amanda Barber	Soil & Water Conservation District	Director	Present	
Kim Cameron			Remote	
David Rutherford	Cortland County, NY	Executive Director, Cornell Cooperative Extension	Remote	10:22 AM
Kevin Smith	Cortland Voice	Reporter	Present	

MINUTES

1. Ag/Planning/Environmental - Committee Meeting - Feb 10, 2022 10:00 AM

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

RESOLUTIONS

AGENDA ITEM NO. 1 – Amend Budget for Rural Transit Assistance Program - Mobility Management

Minutes Acceptance: Minutes of Mar 10, 2022 10:00 AM (MINUTES)

RESULT: **APPROVED [UNANIMOUS]**

Next: 3/15/2022 10:00 AM

MOVER: Ronald J. Van Dee, Committee Member

SECONDER: Mitchel Eccleston, Committee Member

AYES: Bentley, Harbin, Van Dee, Heider, Bischoff, Wilson, Eccleston

ON MOTION OF HARBIN

RESOLUTION NO.

Amend Budget for Rural Transit Assistance Program - Mobility Management

WHEREAS, the New York State Department of Transportation has a Rural Transportation Assistance Program (RTAP) which will reimburse the County 100% of the expenses for certain transportation related trainings, AND

WHEREAS, the Mobility Manager plans to attend several conferences which will be reimbursed 100% by NYSDOT RTAP, AND

WHEREAS, these conferences were originally budgeted under the Section 5311 Mobility Management program, AND

WHEREAS, the Director of Finance and Director of Planning have determined Section 5311 Mobility Management Program funds budgeted for education and travel would be better used for Mobility Management programming, NOW THEREFORE BE IT

RESOLVED, that the 2022 budget be amended as follows:

		<u>Current</u>	<u>Change</u>	<u>Revised</u>
<u>INCREASE:</u>				
A56305.44589.RTAP	Transportation Aid Revenue	\$ 0	\$6,000	\$6,000
A56305.54035.RTAP	Education and Training	\$ 0	\$6,000	\$6,000

Minutes Acceptance: Minutes of Mar 10, 2022 10:00 AM (MINUTES)

MONTHLY REPORTS

1. Planning Department Monthly Report

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

RESULT:	COMPLETED
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3. Cooperative Extension Monthly Report

RESULT:	COMPLETED
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4. Soil and Water Monthly Report

RESULT:	COMPLETED
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5. SPCA Monthly Report

RESULT:	COMPLETED
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DISCUSSION ITEMS

1. NYSEG Smart Meter Installation

RESULT:	COMPLETED
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2. Broadband: Options and Directions for Cortland

RESULT:	COMPLETED
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ADJOURNMENT

The meeting was closed at 10:57 AM

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 , 2022, by and between the **COUNTY OF CORTLAND**, New York, (the “COUNTY”), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and Matthew Bus Alliance Inc., DBA Matthews Buses Commercial (the “CONTRACTOR”), with offices located at 4802 Colonial Drive, Orlando, FL 32808.

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 **Three (3) – 2019 or newer StarTrans, Freightliner S2C Chassis, 28 passenger with six (6) wheelchair stations buses as per attached equipment order form as it pertains to the Office of Government Services (OGS) contract and including all customer specific items (customer graphic, solid color paint single stage, non: Lot K buses from OGS Contract #PC69001, , NYS Vendor ID # 1100184280,-as specified in final order summary attached.**

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning December 17, 2021 and ending December 21, 2022.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

The COUNTY agrees to pay the Contractor, and the Contractor agrees to accept, in full payment for the performance of this Contract **Five Hundred Twelve Thousand Three Hundred Eleven Dollars and Forty-Four Cents**, said payment to be made within 30 days upon certification by the County that such equipment described above has been delivered in full compliance with the terms and provisions of this contract and documents referred to herein;

The required State and Federal clauses and each and every provision of law and clause required by applicable laws as though they were included in; and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, this Contract shall forthwith be physically amended to make such insertion.

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

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 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 14. 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 15. 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 16. 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: Matthews Bus Alliance DBA Matthews Buses Commercial
 Physical Address: 4802 Colonial Drive, Orlando, FL 32808
 Mailing Address: 4802 Colonial Drive, Orlando, FL 32808
 Contact Person: Rich Solano
 Telephone #: 518-390-1243 or 1-800-330-1175 X433
 E-Mail Address: rsolano@matthewsabusescommercial.com

To the COUNTY:	County Administrator (and) Planning Department		
	<table border="0"> <tr> <td style="vertical-align: top;">County of Cortland 60 Central Avenue Cortland, New York 13045</td> <td style="vertical-align: top;">Trisha R. Jesset, PE 60 Central Avenue Cortland, New York 13045</td> </tr> </table>	County of Cortland 60 Central Avenue Cortland, New York 13045	Trisha R. Jesset, PE 60 Central Avenue Cortland, New York 13045
County of Cortland 60 Central Avenue Cortland, New York 13045	Trisha R. Jesset, PE 60 Central Avenue Cortland, New York 13045		

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, County Administrator
Cortland County

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

Matthews Bus Alliance DBA Matthews Buses Commercial

DATE: _____

BY: _____

(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement

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

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

Notary Public

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

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

Signed: _____ Date: _____

Title: _____

EXHIBIT B – DRUG FREE WORKPLACE

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

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

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

Print Name: _____ Date: _____

Signature: _____ Title: _____

**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.

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 , 2022, by and between the **COUNTY OF CORTLAND**, New York, (the “COUNTY”), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and Coach Bus Sales (Shepard Bros., Inc) (the “CONTRACTOR”), with offices located at 130 Horizon Park Drive, Penn Yan, NY 14527.

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 Five (5) - 2021 or newer Ford E450, Phoenix, E4F chassis transit buses manufactured by Coach and Equipment, 16 passenger with four wheelchair stations as per attached equipment order form as it pertains to the Office of Government Services (OGS) contract PC69003 and including all customer specific items (customer graphic, solid color paint single stage, non-metallic) : Lot G buses from OGS Contract, as specified in final order summary attached to the COUNTY in compliance with the Office of Government Services (OGS) contract for the period of January 21, 2020 through January 20, 2022 as it relates to Lot G buses for this project, and the additional equipment or options listed about in accordance with COUNTY's approved Federal Section 5311 project.

The parties agree that this Contract and the underlying Resolution, a copy of which is attached hereto and made a part hereof, is subject to approval by the New York State Department of Transportation;

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods for the term of the Federal Section 5311 Contract Schedule A from December 17, 2021 to December 31, 2022.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

The COUNTY agrees to pay to the Contractor, and the Contractor agrees to accept, in full payment for the performance of this Contract for the purchase of (5)) 2021 or Newer Ford E450, Phoenix transit buses for an amount not to exceed, **Four Hundred Twenty One Thousand Eight Hundred One Dollars and ten cents** said payment to be made within 30 days upon certification by the County that

such equipment described above has been delivered in full compliance with the terms and provisions of this Contract and documents referred to herein;

The required federal and State clauses and each and every provision of law and clause required by applicable laws to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though they were included herein; and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, this Contract shall forthwith be physically amended to make such insertion.

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

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 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 14. 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 15. 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 16. 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: Coach Bus Sales (Shepard Bros, Inc)
 Physical Address: 130 Horizon Park Drive
 Mailing Address: 130 Horizon Park Drive
 Contact Person: Dave Delforte
 Telephone #: 585-455-7715
 E-Mail Address: ddelforte@shepardbrosinc.com

To the COUNTY: County Administrator **(and)** Planning Department
 Robert Corpora County of Cortland
 County of Cortland Trisha R. Jesset
 60 Central Avenue 60 Central Avenue
 Cortland, New York 13045 Cortland, NY 13045

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, County Administrator
Cortland County

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

Coach Bus Sales

DATE: _____

BY: _____

(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement

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

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

Notary Public

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

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

Signed: _____ Date: _____

Title: _____

EXHIBIT B – DRUG FREE WORKPLACE

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

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

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

Print Name: _____ Date: _____

Signature: _____ Title: _____

**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_____
Name_____
Title_____
Address_____
Legal name of person or firm_____
Name_____
Title_____
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.

County of Cortland Agricultural Corporation
PO Box 134, Homer, NY 13077

President: Jennifer Thomas
Vice President: Todd Stone
Secretary: Jackie Hartnett
Treasurer: Wayne Scutt

Dear Committee Chair Harbin:

The 68th Cortland County Junior Fair is quickly approaching, scheduled for July 5-July9 and plans are well underway. The Fair is a long running event in Cortland County, giving the youth of the County a place to showcase their projects they have worked on for the past year.

Some of the activities, not sponsored through the 4-H program, are the Fair Queen Contest, pedal tractor pulls, veggie car races, barn yard olympics and money grab. Each of the participants in these activities receive a small award. We also provide the annual fireworks.

We are asking the County Legislature to take part in supporting this vibrant event by contributing \$2000 to help offset some of the cost in the above mentioned activities.

The County of Cortland Agricultural Corporation is a non-profit organization consisting of a group of volunteers with the goal of continuing this venue for our youth. In conversations with some Legislators, it appears that most are not aware that the County does not contribute to any part of the "County" Fair. We would like to change this and have the County show their support of our youth. The youth today are faced with many challenging decisions that could affect their future. We feel that the Fair gives them the opportunity to make positive choices and to become our leaders of tomorrow.

Thank you for your time and look forward to hearing from you.

Jennifer Thomas
President
County of Cortland Ag. Corp.
(607) 836-6362
jjthomas6@icloud.com

Attachment: Ag Corp. committee letter (10604 : Authorize County Contribution to the Cortland County Junior Fair)

Farmer's Market Promotion Program (FMPP)

FMPP Concept:

World politics and the global pandemic has led to decreased access and rising market prices of agricultural goods. Concurrently the global pandemic and climate change has people moving to rural communities throughout the northeastern US. This results in a few concurrent challenges 1) as demand increases farmers access to local market channels (and the know-how to do so) will also increase; 2) consumers will need to be familiar with the various ways to source local agricultural products; and 3) new-to-Cortland farmers need to be familiar with the various resources and opportunities available to them so they can quickly and successfully develop their farm businesses in their new community; and 4) making sure that farm land access in Cortland County is inclusive.

This proposal responds to these three challenges through five projects:

1. Performing a market analysis of aggregated direct-to-consumer market channels.
2. Developing and implementing direct market farmer preparation education.
3. Hosting a region-wide farm trail.
4. Creating a 'Getting Started Farming in Cortland County' guide with supporting education. – as a member of CASPN, and as someone with insight into the regulations etc. that impact Cortland County Agriculture
5. Forming initial collaborative relationships on the topic of developing a Cortland County underserved farmer plan. – as a member of CASPN, and as someone with insight into the regulations etc. that impact Cortland County Agriculture

Cortland County Planning Department Activity Report – April 2022

Administration

Redistricting – Weekly meetings continuing, all information available on website

CNY Regional Planning Board

- Broadband Survey Results

Southern Tier 8

- **ARC Grants** – Info session in Cortland at **CCTVS April 27th @ 6pm**
 - More info at: <https://southerntier8.org/how-to-apply>
- Broadband – Southern Tier Network
- CEDS
- Opportunity Zone Collaboration
- Work on Planning Committee Regional Strategies

NYS Association of County Planning Directors Meeting – March 18th

- Farmland Protection Working Group – feedback from County Planners
- NYSAC Update – Funding update and breakdown

CDBG Grant

- Awarded \$1,750,000 for SEPP Housing renovation on February 17th. Waiting on State to finalize agreements.

5311 Grant

Mobility Management

First Transit RFP/Communication

Bus Shelter – Village of Homer/Christopher Communities

Coordinating with NYSDOT about possible opportunities for upcoming 5311 grant application

Cortland County Planning Board Meeting – March 16, 2022

General Municipal Law M-239's Returns:

- Town of Homer – 1833 Mountainview Drive/Foote – Area Variance
 - The applicant is requesting an area variance to build a garage 3 feet from the property line.
- Town of Virgil – 2532 Holler Road/Pierce – Minor Subdivision
 - The applicant is requesting a minor subdivision so they may subdivide a 5.85+/- acre portion of an existing 10.52+/- acre parcel.

General Municipal Law M-239's Reviewed:

- Town of Cortlandville – Solar Energy Systems – Zoning Text Amendment
 - Zoning Text Amendment review for the purpose of regulating the safe, effective and efficient use of installed solar energy systems in order to encourage renewable energy and a sustainable lifestyle by protecting the health, safety, and welfare of the community while minimizing the adverse impact(s) on the adjacent and surrounding neighboring properties.
- Town of Cortlandville – Battery Energy Storage Systems – Local Law
 - Local Law review for the purpose of advancing and protecting the public health, safety, welfare, and quality of life of the Town of Cortlandville by creating regulations for the installation and use of battery energy storage systems.
- Town of Cortlandville – Solar Energy System PILOT – Local Law
 - Local Law review for the purpose of ensuring that the benefits of the community's solar energy resource are available to the entire community, by promoting the installation of solar energy

generating equipment through a payment in lieu of taxes (PILOT), granting reduced costs to system developers and energy consumers, and providing a revenue stream to the entire community.

- Town of Cortlandville – 890 McLean Road/Gutchess Lumber Co, Inc – Site Plan Review, Conditional Permit, Aquifer Protection Special Permit, & Floodplain Development Permit
 - Site Plan Review, Conditional Permit, Aquifer Protection Special Permit, & Floodplain Development Permit review for the purpose of adding a 2,500+/- square foot pre-engineered metal building to the northwest side of an existing sorter building.
- Town of Cortlandville – 1902 Lorings Crossing/Suit-Kote Corp. – Conditional Permit
 - Conditional Permit review for the purpose of replacing a 210,000 gallon tank with a 340,000 gallon tank in the same location on an existing concrete pad with leak detection and secondary containment and replacing existing tanks as a normal site maintenance/update, which will improve technology, leak detection, and tank foundations/spacing.
- Town of Homer – Event Centers – Zoning Text Amendment
 - Zoning Text Amendment review for the purpose of allowing event centers including “wedding barns” and similar operations.
- Village of Marathon – Junk Regulation – Local Law
 - Local Law review for the purpose of prohibiting actions and conduct that tend to depreciate not only the property on which it is located but also the property of other persons in the neighborhood and the community generally.
- Village of Homer – 85 S West St (Route 281)/Family Health Network of CNY – Use Variance
 - Use Variance review for the purpose of building a free-standing LED entrance sign.

E-911 Addresses:

- 8 in March: 1 Cortlandville, 1 Cuyler, 3 Solon, 1 Taylor, 1 Virgil, 1 Willet

GIS Tasks

Legislative District Maps
 Bus Route Maps
 Solar Project Mapping
 Dwyer Park Map
 Several Map Requests
 Post Office Map

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FOR 2022 03

		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A GENERAL FUND								
05 TRANSPORTATION								
5630 BUS OPERATIONS								
A	-05-8020-5630-44589 -RTAP			Transportation Other - Federal				
		0	-6,000	-6,000	.00	.00	-6,000.00	.0%
A	-05-8020-5630-44597 -19ATC			TRANSP - CAPITAL - FEDERAL				
		-87,280	0	-87,280	.00	.00	-87,280.00	.0%
A	-05-8020-5630-51005 -MOBM			PERSONAL SERVICES				
		63,528	0	63,528	9,877.56	.00	53,650.08	15.5%
A	-05-8020-5630-52015 -			Department Specific Equipment				
		0	8,015	8,015	.00	.00	8,015.00	.0%
A	-05-8020-5630-52030 -			Vehicles				
		848,088	-6,215	841,873	1,800.00	512,311.44	327,761.56	61.1%
A	-05-8020-5630-52030 -19ATC			Vehicles				
		87,280	0	87,280	.00	.00	87,280.00	.0%
A	-05-8020-5630-54000 -MOBM			TELEPHONE, CELL & LONG DIST				
		132	0	132	33.00	.00	99.00	25.0%
A	-05-8020-5630-54005 -MOBM			Office Materials & Supplies				
		100	0	100	85.28	14.72	.00	100.0%
A	-05-8020-5630-54020 -MOBM			POSTAGE				
		100	0	100	81.92	.00	18.08	81.9%
A	-05-8020-5630-54035 -MOBM			EDUCATION & TRAINING				
		2,000	0	2,000	.00	.00	2,000.00	.0%
A	-05-8020-5630-54035 -RTAP			EDUCATION & TRAINING				
		0	6,000	6,000	.00	.00	6,000.00	.0%
A	-05-8020-5630-54045 -MOBM			Travel & Sustenance				
		1,000	0	1,000	102.32	.00	897.68	10.2%
A	-05-8020-5630-54048 -MOBM			Prog Spec Materials & Supplies				
		59,895	0	59,895	1,318.29	1,331.29	57,245.42	4.4%
A	-05-8020-5630-54055 -BUS			PROFESSIONAL SERVICES				
		10,000	0	10,000	.00	.00	10,000.00	.0%
A	-05-8020-5630-54081 -			5311 EXPENSES				
		517,920	-517,920	0	.00	.00	.00	.0%
A	-05-8020-5630-54084 -			OPERATING ASSISTANCE				
		255,500	-255,500	0	.00	.00	.00	.0%
A	-05-8020-5630-54213 -MOBM			I/D COPIER				
		270	0	270	65.67	.00	204.33	24.3%

Attachment: Planning March 2022 YTD Budget Report (10603 : Planning Department Monthly Budget

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FOR 2022 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A -05-8020-5630-54815 -		CONTRACTED AGENCIES					
	0	773,420	773,420	115,848.10	.00	657,571.90	15.0%
A -05-8020-5630-58020 -MOBM		RETIREMENT					
	7,237	0	7,237	.00	.00	7,236.78	.0%
A -05-8020-5630-58030 -MOBM		FICA					
	4,860	0	4,860	661.87	.00	4,198.42	13.6%
A -05-8020-5630-58040 -MOBM		WORKERS COMP					
	2,394	0	2,394	2,449.78	.00	-55.78	102.3%
A -05-8020-5630-58060 -MOBM		HEALTH INS					
	20,854	0	20,854	4,217.46	.00	16,636.54	20.2%
A -05-8020-5630-58062 -MOBM		DENTAL INS					
	108	0	108	20.88	.00	87.12	19.3%
A -05-8020-5630-58065 -MOBM		VISION CARE BENEFITS					
	24	0	24	4.50	.00	19.50	18.8%
TOTAL BUS OPERATIONS	1,794,010	1,800	1,795,810	136,566.63	513,657.45	1,145,585.63	36.2%
TOTAL TRANSPORTATION	1,794,010	1,800	1,795,810	136,566.63	513,657.45	1,145,585.63	36.2%
07 RECREATION & CULTURE							
7989 SNOWMOBILE CLUBS							
A -07-8020-7989-54815 -		CONTRACTED AGENCIES					
	86,054	0	86,054	56,193.48	.00	29,860.52	65.3%
TOTAL SNOWMOBILE CLUBS	86,054	0	86,054	56,193.48	.00	29,860.52	65.3%
TOTAL RECREATION & CULTURE	86,054	0	86,054	56,193.48	.00	29,860.52	65.3%
08 HOME AND COMMUNITY SERVICES							
8020 PLANNING							
A -08-8020-8020-51005 -		PERSONAL SERVICES					
	236,384	0	236,384	49,546.60	.00	186,837.14	21.0%
A -08-8020-8020-51020 -		OVERTIME PAY					
	1,000	0	1,000	.00	.00	1,000.00	.0%

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FOR 2022 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A -08-8020-8020-54000 -		TELEPHONE					
	530	0	530	165.00	.00	365.00	31.1%
A -08-8020-8020-54005 -		Office Materials & Supplies					
	1,096	0	1,096	953.18	.00	142.82	87.0%
A -08-8020-8020-54015 -		Maintenance Agreements					
	4,200	0	4,200	4,200.00	.00	.00	100.0%
A -08-8020-8020-54020 -		POSTAGE					
	400	0	400	24.90	.00	375.10	6.2%
A -08-8020-8020-54035 -		EDUCATION & TRAINING					
	800	0	800	.00	.00	800.00	.0%
A -08-8020-8020-54045 -		Travel & Sustenance					
	100	0	100	.00	.00	100.00	.0%
A -08-8020-8020-54055 -		PROFESSIONAL SERVICES					
	0	56,900	56,900	.00	.00	56,900.00	.0%
A -08-8020-8020-54060 -		LEGAL NOTICES / ADVERTISING					
	456	0	456	.00	.00	456.00	.0%
A -08-8020-8020-54070 -		INSURANCE					
	1,754	0	1,754	.00	.00	1,754.48	.0%
A -08-8020-8020-54078 -		Fuel					
	200	0	200	.00	.00	200.00	.0%
A -08-8020-8020-54213 -		I/D COPIER					
	1,800	0	1,800	441.90	.00	1,358.10	24.6%
A -08-8020-8020-58020 -		RETIREMENT					
	27,120	0	27,120	.00	.00	27,120.16	.0%
A -08-8020-8020-58030 -		FICA					
	18,160	0	18,160	3,538.13	.00	14,621.72	19.5%
A -08-8020-8020-58040 -		WORKERS COMP					
	7,980	0	7,980	8,165.93	.00	-185.93	102.3%
A -08-8020-8020-58060 -		HEALTH INS					
	51,577	0	51,577	11,717.28	.00	39,860.06	22.7%
A -08-8020-8020-58062 -		DENTAL INS					
	361	0	361	83.52	.00	277.48	23.1%
A -08-8020-8020-58065 -		VISION CARE BENEFITS					
	79	0	79	18.00	.00	61.00	22.8%
TOTAL PLANNING	353,998	56,900	410,898	78,854.44	.00	332,043.13	19.2%
TOTAL HOME AND COMMUNITY SERVICES	353,998	56,900	410,898	78,854.44	.00	332,043.13	19.2%

22 DEPARTMENTAL/LOCAL REVENUE

5630 BUS OPERATIONS

A -22-8020-5630-41289 -BUS		DEPARTMENTAL FEES					
	-15,154	0	-15,154	.00	.00	-15,154.00	.0%

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		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A	-22-8020-5630-42300 -	-84,809	TRANSP SERV OTHER GOVTS 0	-84,809	.00	.00	-84,809.00	.0%
	TOTAL BUS OPERATIONS	-99,963	0	-99,963	.00	.00	-99,963.00	.0%
8020 PLANNING								
A	-22-8020-8020-42189 -	-50	OTHER HOME/COMMUN SERV FEES 0	-50	.00	.00	-50.00	.0%
	TOTAL PLANNING	-50	0	-50	.00	.00	-50.00	.0%
	TOTAL DEPARTMENTAL/LOCAL REVENUE	-100,013	0	-100,013	.00	.00	-100,013.00	.0%
23 STATE AID								
5630 BUS OPERATIONS								
A	-23-8020-5630-43597 -	-84,809	TRANSP - CAPITAL PROJ - STATE 0	-84,809	.00	.00	-84,809.00	.0%
	TOTAL BUS OPERATIONS	-84,809	0	-84,809	.00	.00	-84,809.00	.0%
7989 SNOWMOBILE CLUBS								
A	-23-8020-7989-43989 -	-95,616	OTHER COMMUN DEV STATE AID 0	-95,616	-64,789.20	.00	-30,826.80	67.8%
	TOTAL SNOWMOBILE CLUBS	-95,616	0	-95,616	-64,789.20	.00	-30,826.80	67.8%
	TOTAL STATE AID	-180,425	0	-180,425	-64,789.20	.00	-115,635.80	35.9%
24 FEDERAL AID								
5630 BUS OPERATIONS								
A	-24-8020-5630-43589 -	0	MISC STATE TRANSP AID -517,920	-517,920	-186,820.36	.00	-331,099.64	36.1%

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A -24-8020-5630-43597 -MOBM	-16,265	TRANSP - CAPITAL PROJ - STATE 0	-16,265	.00	.00	-16,265.00	.0%
A -24-8020-5630-44589 -	-517,920	STOA 5311 517,920	0	.00	.00	.00	.0%
A -24-8020-5630-44590 -	-255,500	OPERATING ASSISTANCE REVENUE 0	-255,500	.00	.00	-255,500.00	.0%
A -24-8020-5630-44597 -	-678,470	TRANSP - CAPITAL - FEDERAL 0	-678,470	.00	.00	-678,470.00	.0%
A -24-8020-5630-44597 -MOBM	-130,114	TRANSP - CAPITAL - FEDERAL 0	-130,114	.00	.00	-130,114.00	.0%
TOTAL BUS OPERATIONS	-1,598,269	0	-1,598,269	-186,820.36	.00	-1,411,448.64	11.7%
TOTAL FEDERAL AID	-1,598,269	0	-1,598,269	-186,820.36	.00	-1,411,448.64	11.7%
TOTAL GENERAL FUND	355,354	58,700	414,054	20,004.99	513,657.45	-119,608.16	128.9%
TOTAL REVENUES	-1,965,987	-6,000	-1,971,987	-251,609.56	.00	-1,720,377.44	
TOTAL EXPENSES	2,321,341	64,700	2,386,041	271,614.55	513,657.45	1,600,769.28	
GRAND TOTAL	355,354	58,700	414,054	20,004.99	513,657.45	-119,608.16	128.9%

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

Attachment: Planning March 2022 YTD Budget Report (10603 : Planning Department Monthly Budget

04/07/2022 12:09
mroodenburg

Cortland County
YEAR-TO-DATE BUDGET REPORT

P
glytdbud 6

REPORT OPTIONS

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

Report title:
YEAR-TO-DATE BUDGET REPORT

Includes accounts exceeding 0% of budget.

Print totals only: N

Print Full or Short description: F

Print full GL account: Y

Format type: 1

Double space: N

Suppress zero bal accts: Y

Include requisition amount: N

Print Revenues-Version headings: N

Print revenue as credit: Y

Print revenue budgets as zero: N

Include Fund Balance: N

Print journal detail: N

From Yr/Per: 2021/ 1

To Yr/Per: 2021/12

Include budget entries: Y

Incl encumb/liq entries: Y

Sort by JE # or PO #: J

Detail format option: 1

Include additional JE comments: N

Multiyear view: F

Amounts/totals exceed 999 million dollars: N

Year/Period: 2022/ 3

Print MTD Version: N

Roll projects to object: N

Carry forward code: 1

Find Criteria

Field Name	Field Value
Fund	
Function	
Group	8020*
Department	
Character Code	
Org	
Object	
Project	
Account type	
Account status	
Rollup Code	



County Report • March 2022
 (3/1/22 - 3/31/22)

Impounding and Boarding

		# of Days	Cost
Canine	Impounded - Day 1	4	\$120.00
	Boarded Current Month	<u>144</u>	<u>\$720.00</u>
	Total Canine	148	\$840.00
Feline	Impounded - Day 1	6	\$180.00
	Boarded Current Month	<u>80</u>	<u>\$400.00</u>
	Total Feline	86	\$580.00
Other	Impounded - Day 1	0	\$0.00
	Boarded Current Month	<u>0</u>	<u>\$0.00</u>
	Total Other	0	\$0.00
Total Impounding and Boarding		<u>234</u>	<u>\$1,420.00</u>

Cortland County Humane Law Enforcement Report
March 2022 (3/1/22 - 3/31/22)

Town of Cincinnatus

Complaints This Month	0
Complaints YTD	0

Animal Cruelty:

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

Dispositions:

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

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Cortlandville

Complaints This Month	3
Complaints YTD	6

Animal Cruelty:

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

Dispositions:

Completed	0
Compliance Order	0
No Violation	2
Animal Picked Up/Impound	1
Animal Transported for Medical Care	0
Animal Brought to SPCA by Citizen	0
Referral/Necessary Advice Rendered	0
Unable to Locate	0
Pending Investigation	1
Charges/Arrest	0

NARRATIVE: Dog abandoned in cardboard box on roadside - dog picked up/impound. Possible abuse of dog - unfounded, dog has separation anxiety. Large dogs in vehicle - no violation.

Town of Cuyler

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

Complaints This Month	0
Complaints YTD	1

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

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Freetown

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

Complaints This Month	0
Complaints YTD	1

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

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Harford

Animal Cruelty:

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

Complaints This Month

2

Complaints YTD

4

Dispositions:

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

NARRATIVE: Loose livestock - no violation. Dog owner moved and left dog abandoned - no violation, unfounded - owner's mother taking care of dog.

Town of Homer

Animal Cruelty:

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

Complaints This Month

1

Complaints YTD

6

Dispositions:

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

NARRATIVE: Cat sick/injured - cat picked up and transported to shelter.

Town of Lapeer

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

Complaints This Month	0
Complaints YTD	1

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

NARRATIVE: No complaint responses for animal cruelty this month.

Town/Village of Marathon

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

Complaints This Month	2
Complaints YTD	2

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

NARRATIVE: Horse tied to tree - unable to locate horse. Farmer beating horses - no violation.

Village of McGraw

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

Complaints This Month	2
Complaints YTD	4

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

NARRATIVE: Dog locked in vehicle - unable to locate. Person hitting dog - no violation, unfounded.

Town of Preble

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

Complaints This Month	0
Complaints YTD	0

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

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Scott

Animal Cruelty:

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

Complaints This Month

1

Complaints YTD

1

Dispositions:

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

NARRATIVE: Dogs left outside, no food/water, shelter - no violation, unfounded.

Town of Solon

Animal Cruelty:

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

Complaints This Month

1

Complaints YTD

4

Dispositions:

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

NARRATIVE: Thin horse, no food - unfounded, no violation.

Town of Taylor

Animal Cruelty:

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

Complaints This Month	0
Complaints YTD	0

Dispositions:

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

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Truxton

Animal Cruelty:

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

Complaints This Month	0
Complaints YTD	1

Dispositions:

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

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Virgil

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

Complaints This Month	0
Complaints YTD	2

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

NARRATIVE: No complaint responses for animal cruelty this month.

Town of Willet

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

Complaints This Month	0
Complaints YTD	0

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

NARRATIVE: No complaint responses for animal cruelty this month.

Complaint Totals this Month:	12
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After Hour All Calls this Month:	14
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Complaints YTD:	33
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After Hour All Calls YTD:	30
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Cortland County Soil and Water Conservation District

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

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

AGRICULTURE/PLANNING/ENVIRONMENT COMMITTEE REPORT

From: Amanda Barber, SWCD Manager

April 6, 2022

AGRICULTURE AND PRIVATE LAND CONSERVATION

Agricultural Environmental Management (AEM) – We are developing proposals for Round 6 of the Climate Resilient Farming (CRF) Program and Round 28 of the Agricultural Nonpoint Source Abatement and Control (AGNP) Program. We are preparing eight applications to the CRF program for 16 practices, and six applications for 15 practices through AGNP. As planning, design work and cost estimates are finalized we expect to see some modifications to proposals.

We have six buffer establishments projects planned for later this month.

We had requests from seven property owners request to be considered for our reforestation project and staff evaluated sites for recommendation to the board.

COMMUNITY NATURAL RESOURCES MANAGEMENT AND PLANNING

Stormwater Management – The Town of Cortlandville stormwater maintenance review for 2021 is underway. Field inspections were completed by staff last fall and we are collecting Status Reports from property owners/operators. A summary report will be compiled for the Town. We are also assisting the City with a review of a solar farm proposal. Steep slopes are a concern on the site, so erosion and sediment control and stormwater management will be critical practices.

Culvert Rehabilitation – We have three projects scheduled to start in May with the Town of Solon. Designs for three projects in Virgil are still being completed, but a June implementation date is planned for two Town projects. The County Highway project in Virgil is being scheduled, and the project on Grout Brook will start after July 15th when water levels allow. The Town of Scott project has not yet been scheduled.

Dwyer Park – a contractor has been selected for the Community Forestry Planning project. A kick-off meeting is scheduled for April 25th. We are also preparing an application for funding to support some trail maintenance activities at the park. The unsurfaced and deteriorated trails are not only a safety hazard, but can also be susceptible to erosion and a source of sedimentation.

Stream Restoration – staff have evaluated requests and prepared a list of projects for board consideration. Factors considered included problem severity, water quality, repetitive requests/damage, impacts to community/municipal infrastructure, and eligibility for other funding programs. A number of sites are being considered that can potentially leverage additional funds or support.

Landfill Water Quality – The first quarter sampling has been completed. Second quarter work is scheduled and we are incorporating the additional required testing for PFAS during this sampling round.

Septic Maintenance Workshops – Dates are set for a session in Harford on April 26th, Cortland on April 27th, and Homer on April 28th. Three more sessions will be held the week of May 9th.

PROGRAMS AND EDUCATION

Our annual **Spring Planting Program** is SOLD OUT! Landowners will pick up their tree and shrub seedlings for use in various conservation planting projects on April 21st at the Cortland County Fairgrounds.

The **Cortland County Envirothon** will be May 11th at Camp Owahta. The **Water Festival** will be June 4th.

The **Climate Action Council** will hold 10 public hearings across the State to receive public input on the Draft Scoping Plan and advance work on a Final Scoping Plan to guide the implementation of the State's climate goals under the Climate Leadership and Community Protection Act (CLCPA). In-person hearings and virtual hearings will be conducted. There is a meeting in Syracuse on April 26, 2022 at 4PM. Written comments may also be submitted, and equal weight is given to written and oral comments.

The CLCPA is reported to be one of the most ambitious climate laws in the world and requires New York to reduce economy-wide greenhouse gas emissions 40 percent by 2030 and no less than 85 percent by 2050 from 1990 levels. The Climate Action Council created by the CLCPA is charged with developing a scoping plan of recommendations to meet these targets and place New York on a path toward carbon neutrality. Membership on the Agriculture and Forestry Advisory Panel provided an intimate view of the challenges and opportunities this legislation provides for this sector, as well as an appreciation for the complexity of the actions that will need to be taken and the decisions that will need to be made as this initiative moves ahead.

The recommendations in this document will change the way we live. If you haven't already, take the time to educate yourself about climate change and weigh in during this historic process.

ADMINISTRATION

We are hiring Conservation Aides for the summer to assist with tree planting, boat stewarding, buffer maintenance and hydroseeding.



March/April Reports

4-H Report Rebecca Ireland-Perry

- Public Presentations were held in March, with many youths selected to go on to District Public Presentations to be held in May.
- Tractor certification class has started and is ongoing through to the beginning of May.
- Regional dairy and horse quiz bowl competitions were held on March 19th. Cortland County youth did well.
 - In dairy: Cortland had the 3rd place beginner team, with 3rd and 4th place individuals; First place junior team, with 1st, 2nd, 7th and 8th place individuals; First place senior team, with 1st place individual. Junior and senior winners in the top four will be going on to state competition in April at Cornell, and winners in the top four for beginners will be going on to an invitational at the NY State Fair in August.
 - In horse: Cortland had the 4th, 7th, 9th and 10th place individuals in the novice competition.
- Heritage Garden workshop, with help from Claudia Hitt, on March 30th—we are growing edible pod peas this year. Youth should have produce in time to enter at fair.
- Fair planning ongoing. Fair book is up on the website. Fair dates: July 5th- 9th.
- The 4-H Needle Arts group has finished up a series of workshops on learning to crochet and will be moving on to felting.
- Pie of the month workshops—we made chocolate cream pie in March and will be making a chicken pot pie in April.
- We have a Cornell student, Taylor Bazos, from Cornell Performing and Media Arts, who has offered to host a workshop based on theater improv skills to get youth up and comfortable on the stage. The focus will be to learn how to tell their “story” with confidence, as well as creating interesting approaches to, and polishing their skills for, public presentations.

Agriculture Report

Dana Havas

CCE Cortland Ag has been busy developing programming, talking with farmers, and collaborating with other community and state partners to develop a more robust agricultural community here in Cortland County.

Over the past month CCE Cortland Ag has hosted and taken part in a variety of ag-related programming for the Cortland Ag community. For a full list of upcoming and past events since Feb. 2022 see the bulleted items below, here I will highlight a few items. Over the months of February and March I was part of a small CCE team that collaborated with PSU Extension and NY & PA Farm Bureaus to host a 4-part series on leasing to solar developers (>200 attendees at each webinar). With the new NYS Office of Renewal Energy and the state's goal of 70% renewal by 2030 utility scale solar development is on the rise and many farmer-landowners are being or will be approached by solar developers. This is especially true in locations with access to utility grid (which we have here in Cortland County).

I have also been meeting with Cortland County Ag Teachers to work with them to bring more attention to their programs. Specifically on Wednesday March. 30th, CCE Cortland Ag (Dana) will be hosting an Ag-Teacher/Farmer Meet-n-Greet at the Barn at Trinity Valley Dairy. Meet-n-Greets are designed to be a networking and community-building event and this one specifically is designed to help the ag-teachers and farmers find synergistic opportunities that are mutually beneficial.

February & March workshops (Cortland-specific & statewide collaborations) that I was involved in (as an organizer, moderator, and/or presenter), include:

- Feb 15th, Cortland Coffee Hour: Conservation Tillage at Head & Heal in Cortland NY
- Feb 16th, Solar Leasing Part 2 of 4 (collab with state solar team, PSU, and NY & PA Farm Bureaus)
- March 16th, Solar Leasing Part 3 of 4 (collab with state solar team, PSU, and NY & PA Farm Bureaus)
- March 23rd, Solar Leasing Part 4 of 4 (collab with state solar team, PSU, and NY & PA Farm Bureaus)
- March 30th, Ag-Teacher/Farmer Meet-n-Greet at Trinity Valley Dairy

In addition to events CCE Cortland Ag is managing quite a few other projects that will benefit Cortland farmers and the agricultural community. Every semester we hire a Journalism intern from SUNY Cortland – this semester it is Hannah Gropper, a SUNY Cortland senior. She is now finishing up her article on women in agriculture which will be published in the Cortland Standard. I have also been working with Seven Valley's Health Coalition developing a Cortland Agricultural Brand, with the help of a Cornell-CCE intern last summer and a SVHC AmeriCorps intern this school year together we've created a logo, a brand name, and a tagline (soon to be released with the entire Cortland community). I have worked with the NYS/Cornell IPM group to start a statewide cut-flower listserve which has already, in just a few short months, enabled cut-flower growers throughout the state to learn and network with each other (Cortland County

has two cut-flower grower and cut flowers are one of the highest revenues per acre crops a farmer can grow).

Finally, it is youth programming season and CCE Cortland Ag is preparing for the Cortland Jr Fair market sale (creating a youth marketing program and scheduling a visit to a local meat processing facility), and hosting events with Cortland County school youth including Ag Literacy (2nd graders, 03/22 – 03/25) and AgStravaganza (4th graders, 06/08 & 06/15)

Direct Education/Research/Facilitation Activities:

- Educational Events Organizing (Past)
 - Preparing for, Identifying, and Accessing Public Funding (01/27/22)
 - Preparing for Shearing (02/01/22)
 - Solar Leasing Part One of four (02/02/22)
 - Accessing Wool Pools (02/08/22)
 - Conservation Tillage Coffee Hour (02/15/22)
 - Solar Leasing Part One of four (02/02/22)
 - Solar Leasing Part One of four (02/02/22)
 - Solar Leasing Part One of four (02/02/22)
 - Ag Literacy (03/22 – 03/25)
- Educational Events Organizing (Upcoming)
 - Ag-Teacher Meet-n-Greet (03/30)
 - Cortland Co. Silvopasture Meet-up (04/13)
 - Wool Skirting Workshop (04/23/22)
 - Inspired By Annie's: Elevate your marketing webinar series (04/07 – 04/22)
 - Meat Pricing Workshop with Matt LeRoux (05/10)
 - Meet-n-Greet: Bidding for Farm to Institution (05 TBD)
 - Securing Financing to Start a Farm (06 TBD)
 - Rotational Grazing Pasture Walk (06/2022)
 - Branding your Farm Series (fall 2022)
- Youth Programming (upcoming)
 - Beef Rodeo – part of the multi-county livestock rodeo (06/04/22)
 - AgStravaganza (06/22)
 - Cortland Jr Fair Market Sale (07/08/22)
- Projects
 - SUNY Cortland Journalism Intern
 - Getting Started Farming in Cortland County Booklet (on hold)
 - CC Farm Oral History (on hold)
 - Ag-Solar CALS/CCE Intern (co-supervisor/statewide collaboration)
 - Meat Processing Intern (co-supervisor/statewide collaboration)
 - Annual Ag Solar Symposium for CCE Educators (on hold may be In Service)
- Presentations/Reports/Publications
 - A review of NYS Wool Pools (02/08/2022)
- Collaborations
 - Multi-county Livestock Rodeo (06/2022)
 - 4-County Farm Trail (CCE Broome, CCE Tioga, CCE Chenango – Fall 2022)

- Ag-Education & Farm-to-School work (Seven Valleys Health Coalition)
- Cortland Ag Brand Development (SVHC)
- Creating a utility-scale solar development flowchart (CCE statewide/ CCE Lewis)
- CASPN (Cortland Ag Service Providers Network) monthly network meetings
- Developing the Livestock PWT website (CCE Livestock PWT)
- NYS Cut Flower Listserve (NYS IPM)

Indirect Education / Outreach Activities (2022):

- Mailchimp Newsletter (344 subscribers)
- Facebook posts (659 subscribers)
- 6 Press Releases (NYS Morning Ag Clips)
- 2 articles posted to CCE Livestock webpage
- Radio session on WHXC about ag-teacher meet-n-greet (03/25)

Continuing Education/Professional Development

- National Extension Energy Summit (May 2022)
 - Carbon Capture/Solar & renewable development
- Sheep Production – Cornell Small Farms Course
- Access Capital for Farmers – Cornell Small Farmers Course
- Web Soil Survey Training (03/22/2022)
- Annie’s Project Facilitator Training (11/2021)
- Regional Navigator/Farmland Navigator Training -farmland access (02/2021)

If you have any questions or comments on anything mentioned here please feel free to reach out to Dana Havas, Ag Team Leader (dmh353@cornell.edu or (607)391-2664)

Small Dairy Support Fay Benson

Current/Ongoing Educational Programs:

- March 4th Planning meeting for Organic Dairy Replacement Project funded by NE Dairy Business Innovation Center (NE DBIC). Completion date of September 2023
- March 16th Planning meeting with NY Beef Council for soil health for STEM Teachers. Two meetings to take place this summer.
- March 24th Dairy Grazing Apprentice farm visit at Arnold farm, Truxton
- March 29th NE DBIC Report and Review with VT. Ag & Markets
- March 30th Assist Dana Havas with agriculture teachers’ discussion group
- April 1st SCNY Dairy Team Advisory Meeting, Dryden, NY
- April 5th Organic Dairy Meeting, Cortland Grange
- April 18th Planning meeting for Grazing Conference through NRCS
- April 30th Soil Health Trailer to Tioga for regional Master Gardeners Training
- Planning for April 12th NY Certified Organic Crop Meeting

Completed Educational Programs:

- March 3rd Presented Pasture Soil Health for St. Lawrence Co. CCE farmers group.

- March 4th Presented on Pasture irrigation through zoom
- March 8th DGA Graduation Ceremony for Missy Bennet, Tioga Co.
- March 22nd NE DBIC Cohort meeting
- March 22nd Presented at Cornell Small Farms Grazing Course
- March 23rd NE SARE accepted final report for three-year pasture grant
- March 24th Met with Annie and Ryan Murray on use of NE DBIC funds to increase pastures. Truxton, NY

Meetings Attended:

- March 2nd Regional conversation about regenerative agriculture and ecosystems. Lansing NY
- March 3rd Cortland CCE Staff Meeting
- March 15th DGA one on one call/report
- March 22nd SCNY Dairy Team Meeting
- March 23rd Tompkins Co. Ag Summit

Financial and Consumer Education

Barbara Henza

Community Energy Engagement Program (CEEP)

As we start the second quarter under this NYSERDA program we will begin to wind down our outreach efforts in the month of April to prepare for the sunseting of this program. As part of the outreach for April we will be taking part in this year's Business Showcase on April 2nd. This will be funded by the marketing budget for the CEEP program and will provide information about the NYSERDA programs as well as general energy education. The Central New York staff will shift to wrapping up their efforts in May and June. NYSERDA is in the process of reviewing the proposals that have been submitted for the Regional Clean Energy Hubs. The original time frame for this to be awarded was early March. I have since heard that the announcement of who will receive these contracts will be sometime in April.

I continue to act as the program manager for the program and in this capacity prepared a report of activities undertaken by Community Energy Advisors in the Central Region in February and a plan for how the CNY region plans to continue to support this outreach effort while we also wind down our outreach efforts in preparation for the sunseting of CEEP. The quarterly plan for the second quarter was to be presented at the regular NYSERDA contractors meeting on March 10 but the meeting was cancelled as NYSERDA staff were focused on the proposal reviews. Part of the reporting for February is a review of the invoices submitted for reimbursement to verify that they match entries into the NYSERDA software, Salesforce, for that county. A final report is due to NYSERDA for the program is due to NYSERDA on May 6 and is expected to cover all work through June 2022.

I continue to work with consumers who are interested in this program as well as those who have questions on the energy measures covered and how they work. The calls are generated by my attendance at mobile food lines in both Cortland and Cayuga counties as well as through the NYSERDA website and our SmartEnergyChoices-CNY website. Referrals by community-based

organizations in both counties have been increasing recently, likely in response to the increase in utility costs in recent months.

Parenting/Parents Apart Class

A schedule for the Parents Apart classes has been set for 2022, with the first class set for May 14th. The palm card flyer has been updated for distribution through the courts, law offices and through community agencies. A press release will also be updated and sent out over the 211 lines in late April to promote the May class. The class will be held four times during the year.

Cortland Works Career Center

This class was held on last Tuesday in January after being cancelled during the pandemic. The Career Center is still restricting the size of the class, so it is a small group. There have been six classes held so far this year. As this class highlights community programs, they may qualify for I have added the information and a short discussion on the CEEP programs to the class and it will be counted toward our outreach efforts for CEEP.

Poverty Stoplight-Move Forward

We have not been able to recruit an intern for this program so I will be working to get up to speed on the survey and recruit locations where it can be administered. I will be working to familiarize myself with using the tablet computer provided through this program to administer the Spotlight survey and will be talking with community agencies to identify possible participants and will be working on this over the summer months.

Family Economics Resource Management (FERM) Program Work Team

The FERM PWT provides support and professional development opportunities for CCE educators working in the area of financial literacy statewide. All PWTs must have a county educator and a campus representative to be an active PWT. Thomas Hirschl, Department of Global Development serves as our campus representative and I server as the county co-chair. As a PWT we can request special funding from Cornell to fund our activities. I recently worked with one of our community stakeholders to prepare a request for funding that would provide the resources we need to plan and hold an on-campus inservice in June of 2022. This request was submitted and we have been approved for the funding. I will be working on planning the June inservice with other program work team members in April.

Records Management

As the records management officer for CCE Cortland I will be working on some housekeeping efforts for our program and HR records over the course of the year. Part of this effort will be identifying records that need to be disposed up and to assign a disposition date to records that do not have one noted on the file. I will also be filling in as needed about Human Resource tasks.

South Central New York Dairy and Field Crops – Regional Team

Janice Degni- Team Leader & Field Crops Specialist, Betsy Hicks- Dairy Specialist, Mary Kate MacKenzie – Farm Business Management Specialist, Fay Benson- Organic Specialist, Donette Griffith – Admin. Asst.

The Dairy and Field Crops Team has been deep in their programming season, with a wide variety of educational opportunities for farmers and producers in our six-county area. A large portion of our trainings were held virtually due to the uptick in COVID-19 cases and the heightened need for safety.

Programs that we have hosted directly or collaboratively include:

- March 9th Weed Control for Hay Crops and Pastures; Virtual- Janice Degni, DEC & CCA credits offered *This session provides a review of cultural and chemical weed control practices for clear alfalfa or grass, mixed stands, and pasture. It will include practices that give the hay species a competitive edge over weeds and herbicide options for different weed scenarios. Common difficult to control weeds in pasture will be covered as well as improvement of older hay stands with weed invasions.* (This was a part of the Field Crop Weed Identification and Control Series; Feb 2 – March 16)
- March 9th 10th Northeast Dairy Management Conference; Virtual / In-Person Syracuse, NY; Mary Kate MacKenzie- speaker
- Feb 16th March 30th Implementing Practical Genetics for the Commercial Dairy; Virtual- Betsy Hicks. Concludes with an in-person workshop in Dryden. *Based on Dr. Huson's Applied Genetics course this program gives participants an understanding of how to use genetic information to reach their herd goals. An optional in-person session will provide an opportunity for hands on practice with genetic analysis tools.*
- March 15th Spring Safety Meeting with Dairy Support Services; Cortland, NY; Donette Griffith offered Virtual experience for those who could not attend in-person; CAFO credits offered;
This meeting is targeted at both experienced and new farm workers who are operating trucks and ag equipment while applying manure and harvesting crops.
- March 17th F.A.R.M. 4.0 Updates & Insights; Virtual – Betsy Hicks; *This program covers the important updates in FARM Animal Care Version 4.0, review target guidelines and identify possible corrective actions, and highlight cow comfort and lameness benchmarks from dairies across NYS to indicate where we are today.*
- March 22nd Understanding and Mitigating Lameness; Virtual – Betsy Hicks; *This program covers how to identify lameness, what factors cause lameness, and practical strategies to avoid and mitigate lameness on your dairy.*
- March 23rd Winter Crop Meeting; Net 0 and Sustainability - What it Means for the Dairy Industry; Virtual- Janice Degni; *The U.S. Dairy Net Zero Initiative (NZI) launched in 2020 is an industry-wide effort towards achieving the U.S. dairy's 2050 environmental stewardship goals including carbon neutrality. The Nutrient Management Spear Program (NMSP) at Cornell University is involved in two major projects that aim to help the dairy industry reach its goals: (1) the Dairy Soil and Water Regeneration Project (under*

leadership of DMI and SHI); and (2) the Dairy Sustainability Key Performance Indicators Project. The first project focuses on assessment of soil health practices on greenhouse gas emissions and forage crop production. The second project includes whole farm nutrient mass balance, carbon footprint, and biodiversity assessments as key components of environmental stewardship.

- March 29th Pesticide Applicator Training 2022; Virtual – Janice Degni; *This course provides a basic introduction to safe pesticide handling and use but additional coursework and experience may be necessary for eligibility. Credits available*
- March 31st Dairy Manager Discussion Group; LEAN and its Application to Dairy with Mary Kate MacKenzie, Part 3 of 3; Virtual – Betsy Hicks; *How to work smarter and more productively while engaging your team... Lean Systems offers a new way to make the best use of the resources you already have, including your people. Mary Kate will go over the basics of LEAN principles and Rich will help participants work through how to apply them to your dairy farm.*
- April 14th Dairy Women's Group Community Outreach; Virtual – Betsy Hicks; *This meeting will help you: learn how to become more involved in your community, give you examples of how your dairy is already a good community member, develop talking outreach points for your farm, help you develop your goals for future community outreach.*

Team meetings; March 22 and Mid-April

The team is making plans for their Alfalfa Measuring Project that takes place in May that predicts first-cut harvesting for farmers in our region. The report is put out weekly once the project begins and is available on our blog to all.