



Judiciary & Public Safety Committee

Committee Meeting

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

~ Minutes ~

Tuesday, September 13, 2022

9:00 AM

Board Room

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Chair Kelly L. Fairchild-Preston

Attendee Name	Organization	Title	Status	Arrived
Christopher Newell	Cortland County, NY	Committee Member	Present	
Douglas Bentley	Cortland County, NY	Committee Member	Absent	
Kelly L. Fairchild-Preston	Cortland County, NY	Committee Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Excused	
Joseph Nauseef	Cortland County, NY	Committee Vice Chair	Present	
Eugene Waldbauer	Cortland County, NY	Committee Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Victoria J. Monty	Cortland County, NY	County Attorney	Present	
Savannah Hempstead	Cortland County, NY	Clerkof the Legislature	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Budd Rigg	Cortland County, NY	Undersheriff	Present	
Sandra Price	Cortland County, NY	Board Member	Present	
Keith Dayton	Cortland County, NY	Public Defender	Present	
George Wagner	Cortland County, NY	Board Member	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Remote	
Andrea Herzog	Cortland County, NY	Director of Finance	Remote	
Eddie Velazquez	Cortland Voice	Reporter	Remote	

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Aug 16, 2022 9:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Christopher Newell, Committee Member
AYES:	Newell, Fairchild-Preston, Bischoff, Nauseef, Waldbauer
ABSENT:	Douglas Bentley
EXCUSED:	Susan Wilson

RESOLUTIONS

AGENDA ITEM NO. 1 – Authorize Agreement with K&A Radiologic Technology Services, Inc. - Sheriff's Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 9/22/2022 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Christopher Newell, Committee Member
AYES:	Newell, Fairchild-Preston, Bischoff, Nauseef, Waldbauer
ABSENT:	Douglas Bentley
EXCUSED:	Susan Wilson

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO.

Authorize Agreement with K&A Radiologic Technology Services, Inc. - Sheriff's Department

WHEREAS, K&A Radiologic Technology Services, Inc., of 6400 Collamer Road, East Syracuse, New York 13057, has agreed to enter into an agreement to furnish Cortland County Jail with portable x-ray, Ultrasound Services, 12-lead EKG, and Holter monitor services as prescribed by the doctor for inmates housed in the Cortland County Jail, AND

WHEREAS, the Cortland County Sheriff has determined this is a professional service which is exempt under General Municipal Law, Section 103, AND

WHEREAS the cost for each service is as follows:

X-Ray services shall be \$130.00 for first exam and \$65 for each additional exam
Minimum STAT charge \$140
Holter monitoring \$150 per patient
Ultrasound exams \$170 per exam

, AND

WHEREAS, the funds to cover this contract are available in account number A31505.54615- Contracted Medical Svcs, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and the Sheriff of Cortland County, upon review and approval by the County Attorney or designee, be and herby are authorized to contract with K&A Radiology Technology Services, Inc., of 6400 Collamer Road, East Syracuse, New York 13057, for the period of September 1, 2022 to August 31, 2024 for said purposes.

AGENDA ITEM NO. 2 – Cortlandville Tower Rental Agreement with New York State Police

RESULT:	APPROVED [UNANIMOUS]
	Next: 9/22/2022 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Newell, Fairchild-Preston, Bischoff, Nauseef, Waldbauer
ABSENT:	Douglas Bentley
EXCUSED:	Susan Wilson

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO.

Cortlandville Tower Rental Agreement with New York State Police

WHEREAS, the County of Cortland (County) and the New York State Police (NYSP) entered into a contract in 2012 whereby the NYSP purchased the generator in lieu of rent at the Cortlandville Tower Site, and that contract expired on October 18, 2017, AND

WHEREAS, the County and the NYSP entered into a rental contract in 2017 with Resolution No. 291-17, whereby the NYSP rented space at, and on, the Cortlandville Tower Site in the amount of \$1,500 yearly, and that contract expires on October 18, 2022, AND

WHEREAS, the County and the NYSP are desirous of entering into a five (5) year renewal agreement, AND

WHEREAS, the revenue will be credited to account A302046.42410, Rental of Radio Towers, AND

WHEREAS, previously Resolution No. 194-16 was amended to include this additional yearly revenue deposited into Account No. A386300.ETWR, for the purpose of unexpected repairs and maintenance of all towers in the County's radio system, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign the contract with the New York State Police for a period of five (5) years.

AGENDA ITEM NO. 3 – Accept 2022 Emergency Management Performance Grant & Authorize Contract - DOERC

RESULT:	APPROVED [UNANIMOUS]
	Next: 9/22/2022 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Christopher Newell, Committee Member
AYES:	Newell, Fairchild-Preston, Bischoff, Nauseef, Waldbauer
ABSENT:	Douglas Bentley
EXCUSED:	Susan Wilson

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO.

Accept 2022 Emergency Management Performance Grant & Authorize Contract - DOERC

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of \$23,603, in support of the Emergency Management Performance Grant (EMPG), AND

WHEREAS, the fiscal period for this grant is October 1, 2021 to September 30, 2024, AND

WHEREAS there is a required County match of \$23,603 which has been budgeted as the salary of the Assistant Director of the Department of Emergency Response & Communications, NOW THEREFORE BE IT

RESOLVED, that the 2022 budget is amended as follows:

		Current	Change	Revised
INCREASE REVENUE BUDGET:				
A341043.43306.24EMP	DHSES Grant	0	\$23,603	\$23,603
INCREASE EXPENDITURE BUDGET:				
A34105.51005.24EMP	Personnel	0	\$23,603	\$23,603

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed \$23,603, AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused grant funds to the subsequent year(s) budget covered by the grant, per the approved grant agreement.

DISCUSSION ITEMS

1. DOERC - 22 West Court Street

RESULT: COMPLETED

2. Bath Salts Local Law

RESULT: TABLED

Next: 10/18/2022 9:00 AM

3. Resolution to Oppose Bail Reform

RESULT: TABLED

Next: 11/8/2022 9:00 AM

MONTHLY REPORTS

1. Probation Monthly Report

RESULT: COMPLETED

2. District Attorney Monthly Statistics

RESULT: COMPLETED

3. Assigned Counsel Monthly Report

RESULT: COMPLETED

4. Public Defender Monthly Report and Budget July and August 2022

RESULT: COMPLETED

5. DOERC - September 2022 Report

RESULT: COMPLETED

6. Coroner Monthly Report

RESULT: COMPLETED

7. August 2022 Jail Inmate Count

RESULT: COMPLETED

ADJOURNMENT

The meeting was closed at 9:58 AM



Judiciary & Public Safety Committee

Committee Meeting

~ Minutes ~

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

1.1

Tuesday, August 16, 2022

9:00 AM

Board Room

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Chair Kelly L. Fairchild-Preston

Attendee Name	Organization	Title	Status	Arrived
Christopher Newell	Cortland County, NY	Committee Member	Excused	
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Committee Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Excused	
Joseph Nauseef	Cortland County, NY	Committee Vice Chair	Present	
Eugene Waldbauer	Cortland County, NY	Committee Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerkof the Legislature	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Nicole Albro	Cortland County, NY	Probation Director	Present	
Patrick Perfetti	Cortland County, NY	District Attorney	Present	
Michael Cardinale	Cortland County, NY	Assigned Counsel Plan Administrator	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Denise Bushnell	Cortland County, NY	Coroner	Present	
Keith Dayton	Cortland County, NY	Public Defender	Present	
Sandra Price	Cortland County, NY	Board Member	Present	
Ronald J. Van Dee	Cortland County, NY	Board Member	Present	
George Wagner	Cortland County, NY	Board Member	Present	
Budd Rigg	Cortland County, NY	Undersheriff	Present	
Richard Stock	Cortland County, NY	Board Member	Present	

Minutes Acceptance: Minutes of Aug 16, 2022 9:00 AM (MINUTES)

	NY			
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Remote	
Andrea Herzog	Cortland County, NY	Finance Director	Remote	
Eddie Velazquez	Cortland Voice	Reporter	Remote	
Kevin Limiti	Cortland Standard	Reporter	Late	9:12 AM

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Jun 14, 2022 9:00 AM

RESULT: **ACCEPTED [UNANIMOUS]**
MOVER: Joseph Nauseef, Committee Vice Chair
SECONDER: Cathy Bischoff, Committee Member
AYES: Bentley, Fairchild-Preston, Bischoff, Nauseef, Waldbauer
EXCUSED: Christopher Newell, Susan Wilson

RESOLUTIONS

AGENDA ITEM NO. 1 – Authorize Agreement with K&A Radiologic Technology Services, Inc. - Sheriff's Department

RESULT: **APPROVED [UNANIMOUS]**
Next: 8/25/2022 6:00 PM
MOVER: Douglas Bentley, Committee Member
SECONDER: Eugene Waldbauer, Committee Member
AYES: Bentley, Fairchild-Preston, Bischoff, Nauseef, Waldbauer
EXCUSED: Christopher Newell, Susan Wilson

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO.

Authorize Agreement with K&A Radiologic Technology Services, Inc. - Sheriff's Department

WHEREAS, K&A Radiologic Technology Services, Inc., of 6400 Collamer Road, East Syracuse, New York 13057, has agreed to enter into an agreement to furnish Cortland County Jail with portable x-ray, Ultrasound Services, 12-lead EKG, and Holter monitor services as prescribed by the doctor for inmates housed in the Cortland County Jail, AND

WHEREAS, the Cortland County Sheriff has determined this is a professional service which is exempt under General Municipal Law, Section 103, AND

WHEREAS the cost for each service is as follows:

X-Ray services shall be \$130.00 for first exam and \$65 for each additional exam
 Minimum STAT charge \$140
 Holter monitoring \$150 per patient
 Ultrasound exams \$170 per exam

, AND

WHEREAS, the funds to cover this contract are available in account number A31505.54615-Contracted Medical Svcs, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and the Sheriff of Cortland County, upon review and approval by the County Attorney or designee, be and herby are authorized to contract with K&A Radiology Technology Services, Inc., of 6400 Collamer Road, East Syracuse, New York 13057, for the period of September 1, 2022 to August 31, 2024 for said purposes.

AGENDA ITEM NO. 2 – Create Position - Keyboard Specialist - Sheriff's Office

RESULT:	APPROVED [UNANIMOUS]
	Next: 8/25/2022 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Bentley, Fairchild-Preston, Bischoff, Nauseef, Waldbauer
EXCUSED:	Christopher Newell, Susan Wilson

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO.

Create Position - Keyboard Specialist - Sheriff's Office

WHEREAS, the needs of the agency will be better served by creating one full-time position of Keyboard Specialist, AND

WHEREAS, the Judiciary and Public Safety Committee recommends the creation of this position, NOW THEREFORE BE IT

RESOLVED, that one full-time position of Keyboard Specialist (Corrections/Civilian CSEA, Grade 1, \$16.0670- \$21.3545/hr, competitive class, full-time with benefits) be created on August 25, 2022 with approval to fill.

AGENDA ITEM NO. 3 – Authorize Agreement for Jail Physician, Physician's Assistant and Registered Nursing Services - Sheriff's Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 8/25/2022 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Bentley, Fairchild-Preston, Bischoff, Nauseef, Waldbauer
EXCUSED:	Christopher Newell, Susan Wilson

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO.

Authorize Agreement for Jail Physician, Physician's Assistant and Registered Nursing Services - Sheriff's Department

WHEREAS, New York State Correction Law § 501 requires the County to appoint a reputable physician, duly authorized to practice medicine, as the physician to the jail of the County, AND

WHEREAS, the physician appointed shall hold his office at the pleasure of the legislature, AND

WHEREAS, it is the finding of the County Legislature that the professional medical care requirements of Correction Law § 501 should be provided in an affordable and practical manner, AND

WHEREAS, it is the finding of the County Legislature that the legal requirements of Correction Law § 501 can best be met by providing for the compensation of a Jail Physician and their Physician's

Assistant and Registered Nurses by contractual agreement, NOW THEREFORE BE IT

RESOLVED, that Marshall M. Trabout, M.D., is appointed Cortland County Jail Physician to serve at the pleasure of the County Legislature, AND BE IT FURTHER

RESOLVED, that the compensation and payments to the Jail Physician for services to be rendered at the Cortland County Jail shall not exceed \$7,238 per month from January 1, 2023 through December 31, 2025, AND BE IT FURTHER

RESOLVED, that the compensation and payments to the Jail Physician for the medical professional services of the Registered Nurse employed by the Physician for services to be rendered at the Cortland County Jail shall not exceed \$11,109 per month from January 1, 2023 through December 31, 2025, AND BE IT FURTHER

RESOLVED, that the funds to cover this contract are available in account number A31505-54615, Contracted Medical Services, AND BE IT FURTHER

RESOLVED, that the County Administrator and the Sheriff of Cortland County, upon review and approval by the County Attorney or designee, be and herby are authorized to contract with the Jail Physician for the Cortland County Jail for the period January 1, 2023 through December 31, 2025.

AGENDA ITEM NO. 4 – Create Assistant Public Defender Position - Public Defender

RESULT:	APPROVED [UNANIMOUS]
	Next: 8/25/2022 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Bentley, Fairchild-Preston, Bischoff, Nauseef, Waldbauer
EXCUSED:	Christopher Newell, Susan Wilson

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO.

Create Assistant Public Defender Position - Public Defender

WHEREAS, Resolution No. 99-22 authorized the agreement with Upstate Family Defense (Child Welfare) Quality Improvement for a Case Load Reduction grant through the NYS Office of Indigent Legal Services, AND

WHEREAS, the needs of the agency will be better served by creating one full-time position of Assistant Public Defender, AND

WHEREAS, this position will be funded by the aforementioned grant and will expire when grant monies are no longer available, AND

WHEREAS, the Judiciary and Public Safety Committee recommends the creation of this position, NOW THEREFORE BE IT

RESOLVED, that one full-time position of Assistant Public Defender (Management/Management Confidential Compensation Plan, Grade 6, \$72,247- \$96,160/yr, non-competitive class, full-time with benefits) be created on August 25, 2022 with approval to fill.

Minutes Acceptance: Minutes of Aug 16, 2022 9:00 AM (MINUTES)

MONTHLY REPORTS/DISCUSSION ITEMS

1. Probation Monthly Statistics - July 2022

RESULT:	COMPLETED
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2. Inmate Total Day Reports for June & July 2022

RESULT:	COMPLETED
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3. Jail Bail Reform

RESULT:	COMPLETED
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4. Assigned Counsel Monthly Activities Report

RESULT:	COMPLETED
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5. District Attorney Monthly Stats Report

RESULT:	COMPLETED
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6. Coroner Death Reports - June & July 2022

RESULT:	COMPLETED
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7. DOERC Report - August 2022

RESULT:	COMPLETED
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ADJOURNMENT

The meeting was closed at 10:03 AM

Minutes Acceptance: Minutes of Aug 16, 2022 9:00 AM (MINUTES)

ON MOTION OF RICHARD BUSHNELL**RESOLUTION NO. 291-17****Cortlandville Tower Rental Contract with the New York State Police - Emergency Response and Communications Department**

WHEREAS, the County of Cortland (County) and the New York State Police (NYSP) entered into a contract in 2012 whereby the NYSP purchased the generator at the Cortlandville Tower Site, and that contract expires on October 18, 2017, AND

WHEREAS, the County and the NYSP are desirous of entering into a 5 year renewal agreement

WHEREAS, the NYSP will pay the County \$1,500.00 per annum plus bear the costs of the maintenance and upkeep of the generator, AND

WHEREAS, the Cortlandville tower site is the central controlling site of a trunked Simulcast system where all audio processing and channel resource management occurs, AND

WHEREAS, the NYSP maintains a "high availability" service contract on the generator bearing greater costs than the County to maintain this particular site, AND

WHEREAS, the revenue will be credited to account A30246-42410, Rental of Radio Towers, AND

WHEREAS, the County has previously established a Tower Reserve Account under Resolution No. 194-16, passed on April 28, 2016, Account Number #A386400, for the purpose of unexpected repairs and maintenance of all towers in the County's radio system, NOW THEREFORE BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval by the County Attorney or her designee, be and hereby is authorized to sign the contract with the New York State Police for a period of five years, in the amount of \$7,500, AND BE IT FURTHER

RESOLVED, that Resolution No. 194-16 is hereby amended to include this additional \$1,500 yearly revenue that will be deposited into Account Number #A.386300.ETWR, for the purpose of unexpected repairs and maintenance of all towers in the County's radio system.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of July, 2017 and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand
and the official seal of the CORTLAND COUNTY
LEGISLATURE, this 27th day of July, 2017.



Eric J. Mulvihill
Clerk of the Cortland County Legislature

Attachment: resolution 291-17 (10919 : Cortlandville Tower Rental Agreement with New York State Police)



**State
Police**

KATHY HOCHUL
Governor

KEVIN P. BRUEN
Superintendent

October 6, 2021

Chairman of the Legislature
County of Cortland
60 Central Avenue
Cortland, New York 13045

RE: New York State Police Radio Transmitter Site Lease #TL001768

This letter, which shall be attached to and made part of the above referenced lease, will amend paragraph 9.B. as follows:

1. Remove: "Lessee agrees to maintain the generator in good repair."
2. Add: "Lessor agrees to maintain the generator in good repair."

All other terms and conditions will remain the same. Please indicate your agreement by signing below.

If you have any questions, I can be reached by email at Karen.lafreniere@troopers.ny.gov or by phone at 518-408-8715.

Sincerely,

Karen LaFreniere

Karen LaFreniere
Contract Management Specialist 1
New York State Police
Financial Administration

LESSOR SIGNATURE

NEW YORK STATE POLICE

By: _____

Name: _____

Date: _____

Paul Heider

PAUL HEIDER

10/21/2021

By: _____

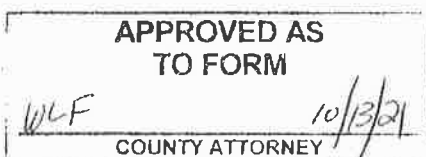
Name: _____

Date: _____

Mary Kogelmann

Mary Kogelmann

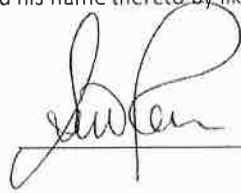
10/27/21



STATE OF New York)
COUNTY OF Cortland) SS:

On this 21st day of October, 2021, before me personally came Paul Heider, to me known, who being duly sworn, did depose and say that he resides in Solon, NY that he is the Chairman of the Cortland County Legislature, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

SCOTT ROMAN
Notary Public, State of New York
No. 01RO6253231
Qualified in Cortland County
Commission Expires 12/19/2021


Notary Public

Lease #TL001769

STATE OF NEW YORK
EXECUTIVE DEPARTMENT
NEW YORK STATE POLICE
STATE CAMPUS
BUILDING #22
ALBANY, NEW YORK 12226

RADIO TRANSMITTER SITE LEASE

1. PARTIES

This Tower Lease Agreement (“**Agreement**”), dated as of this **24th** day of **May** in the year **2017**, by and between:

County of Cortland

whose address is:

**Chairman of the Legislature
County of Cortland
60 Central Avenue
Cortland, New York 13045**

for themselves, their heirs, executors, administrators, trustees, distributees, successors, assigns, and legal representatives, hereinafter referred to as (“**Lessor**”), AND;

THE PEOPLE OF THE STATE OF NEW YORK, acting by and through the Superintendent of State Police pursuant to the Executive Law, hereinafter referred to as the (“**State**”) or (“**Lessee**”), whose address is:

**New York State Police
Public Security Building #22
State Office Building Campus
1220 Washington Avenue
Albany, New York 12226-2252
Attn: Director of Financial Administration
Telephone: (518) 457-6767;**

WITNESSETH: The parties hereto, for the consideration hereinafter stated, covenant and agree as follows:

2. LETTING

A. The **Lessor** hereby leases to the **Lessee** and the **Lessee** hereby leases from the **Lessor** the Premises described in Clause #3.

3. PREMISES

A. Space on **Lessor's** tower and sufficient ground space for the tenant's equipment shelter at the **Lessor's** site located at **South Hill Road** in the **Town of Cortlandville, County of Cortland, New York**, to be used for its official business by the Executive Department, Division of State Police, or by such other Department, Commission, Board of Officers of the State of New York as may be entitled by law to use same or to which the Premises shall be allotted by such Superintendent of State Police as provided by the State Finance Law.

4. TERM

A. TO HAVE AND TO HOLD the said Premises with the appurtenances, rights and privileges, listed herein, for a term of five (5) years commencing on **October 18, 2017** and concluding on **October 17, 2022**.

5. RENT

A. In consideration for the rights and privileges specified herein, and other good and valuable consideration, the **Lessee** shall pay to the **Lessor** rent at the rate of **One Thousand Five Hundred and 00/100 (\$1,500.00) dollars, per Annum**

B. Rent shall be payable in one annual payment each year due by the **17th** day of **October** during the term hereof to:

**Chairman of the Legislature
County of Cortland
60 Central Avenue
Cortland, New York 13045**

6. TERMINATION

A. **Lessee** shall provide a minimum of sixty (60) days written notice of its intention to renew the lease. **Lessee** shall have its equipment removed from the Premises by the termination date of the lease and shall leave said Premises in substantially the same condition as they existed as of the date of this agreement, normal wear and tear excepted.

7. FIRST REFUSAL OPTION

A. In the event that the **Lessor** desires to offer the leased Premises and appurtenances for sale, during the term of this lease, or any renewal or extension thereto the **Lessee** shall have the option to purchase that portion of the property and appurtenances which is occupied, for a price not to exceed fair market value, before said Premises may be sold to another entity.

8. USE OF SITE

A. **Lessor** leases use of the Premises described above to **Lessee** for installation, operation and maintenance of the equipment described above and antenna poles or masts, cabling or wiring, and accessories used therewith. All equipment shall be installed in a manner so as not to cause unnecessary clutter or obstruction. No other equipment than what is described herein may be

installed by the **Lessee**. **Lessee** shall have unrestricted right to enter and leave the site at all times. All equipment or property attached to or otherwise brought into the leased site shall at all times be personal property.

9. PROVISION OF UTILITY AND/OR GENERAL SERVICES

A. **Lessor** agrees to provide the following building, tower or other appurtenances and services for use by the **Lessee** in the operation of their equipment.

Right-of-way for telephone utility
 Right-of-way for power utility
 Road/easement access to Premises from a public highway

B. **Lessee** agrees to maintain the generator in good repair.

10. CONDITON OF PREMISES

A. **Lessee** shall maintain its equipment in good condition and repair.

B. During the term of this lease, or any renewal extensions thereto, where **Lessor** provides a building, tower or other appurtenance under this lease, the **Lessor** shall maintain the same in good condition and repair.

11. OPERATION OF EQUIPMENT

A. **Lessee** will install, operate and maintain its equipment according to good engineering practices and in accordance with applicable laws and regulations.

12. ACCESS

A. **Lessor**, recognizes **Lessee's** over-riding need for 24-hour access to ensure the continuity of Public Safety Communications. **Lessor** agrees that the **Lessee**, its agents, employees, service vendors and their employees and such other officials as deemed necessary and appropriate by the **Lessee**, hereafter referred to as "authorized personnel", shall, at all times, have unrestricted access to the leased Premises as described herein. In the event the **Lessor** has provided security at or to the Premises (i.e., locked gates or other security barrier), **Lessor** shall provide to the **Lessee** access keys or combinations, as appropriate, on such a timely basis that **Lessee's** unrestricted access to the Premises is constant.

B. **Lessor**, its agents and employees, shall have access to the Premises at all times. Nothing in this lease shall be construed to imply authorization by the **Lessee** for anyone, other than its authorized personnel, to change, move, alter, remove or otherwise tamper with any installed equipment or associated utilities unless specifically authorized, in writing, in advance of such specific activity. In an **EMERGENCY**, authorization may be granted, via telephone, by the State Police Director of Communications or his designee.

13. INDEMNIFICATION

A. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, **Lessee** shall hold **Lessor** harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of **Lessee** or of its officers or employees when acting within the course and scope of their employment.

14. NON-INTERFERENCE

A. **Lessor** agrees to protect the radio communications interests of the **Lessee** by not entering into any agreement or taking any action which would result in an impairment or interference with **Lessee's** radio communications system.

15. IRAN DIVESTMENT ACT

A. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws on New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) developed a list (Prohibited Entities List) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL §165-a (3)(b) a list of "persons" is posted on the OGS website.

B. By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

C. Additionally, Contractor understands that during the term of the Contract, should the New York State Police (NYSP) receive information that a person is in violation of the above-referenced certification NYSP will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within ninety (90) days after the determination of such violation, then NYSP shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

D. NYSP reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

16. VENDER RESPONSIBILITY GENERAL PROVISIONS:

A. General Responsibility Language:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Superintendent of State Police or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility):

The Superintendent of State Police or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Superintendent of State Police or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility):

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate State Police officials or staff, the Contract may be terminated by the Superintendent of State Police or his or her designee at the Contractor's expense where the Contractor is determined by the Superintendent of State Police or his or her designee to be non-responsible. In such event, the Superintendent of State Police or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

17. REQUIREMENTS OF STATE LAW

A. **EXECUTORY CLAUSE:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this lease to the **Lessor**, or to anyone else, beyond funds appropriated and available for this lease.

B. **APPENDIX "A":** Standard clauses for all New York State contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

18. MODIFICATION

A. No revision of this lease shall be valid unless made in writing and signed by an officer or authorized agent of the **Lessor** and the **Lessee**.

19. AMENDMENTS

A. No amendments have been made to this agreement as of **May 24, 2017**.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by Lessor and Lessee on the date first written above.

NEW YORK STATE DIVISION OF STATE POLICE

LESSEE

Date: 8/21/17

By: *Quinn Schmidt Jr.*

Title: Assistant Deputy Superintendent – Administration

COUNTY OF CORTLAND

LESSOR

Date: 8-9-17

By: *Donnell Boyden*

Title: *Chair*



CORPORATE ACKNOWLEDGMENT

State of New York)
) SS.:
 County of _____)

On this _____ day of _____, 20____, before me personally came _____, to me known, who is being duly sworn, did depose and say that _____ resides in the city of _____, that _____ is _____ of the corporation described in and which executed the above instrument; that _____ knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that _____ - signed his name thereto by like order.

 Notary Public

My commission expires:

Notary
 Seal

INDIVIDUAL ACKNOWLEDGMENT

State of New York)
) SS.:
 County of Cortland)

On the 9th day of August, in the year 2017 before me personally came Donnell Boyden to be known to me to be the individual described in, and who executed, the foregoing instrument, and (severally) he duly acknowledged that he executed the same

Sherry R. Davenport
 Notary Public

My commission expires:

Notary
 Seal

SHERRY R. DAVENPORT
 Notary Public, State of New York
 No. 01DA6183287
 Qualified in Cayuga County
 My commission expires Mar. 10, 2020

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

January 2014

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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

January 2014

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,

Page 6

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

January 2014

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.

Scott Roman

From: Info, Grant (DHSES) <Grant.Info@dhses.ny.gov>
Sent: Friday, May 27, 2022 5:01 PM
To: Kevin Fitch
Cc: Scott Roman; Neznec, Jason (DHSES)
Subject: FY2022 Emergency Management Performance Grant (EMPG) Program: Allocation Notification and Application Materials - Cortland County
Attachments: FY2022 Local EMPG Application Worksheet.xlsx; FY2022 EMPG Local Guidance.pdf; FY2022 EMPG Attestation Document.docx

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Dear Emergency Management Stakeholder,

The Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) recently released the FY2022 Notice of Funding Opportunity for the Emergency Management Performance Grant (EMPG) Program. We are pleased to inform you that Cortland County has received an allocation amount of \$23,603 under the FY2022 EMPG Program.

Due to changes in federal regulations (2 CFR 200), FEMA is now requiring additional information at the time of application. DHSES has updated the application materials for the FY2022 local EMPG Program to collect the additional required information in order to ensure that the new requirements are met and our application is successful.

Please find attached the FY2022 EMPG Program Guidance, application worksheet, and attestation document for the EMPG mandatory training. Your application for the FY2022 EMPG grant program is due to DHSES on **June 7, 2022**. Please send your completed application to grant.info@dhses.ny.gov. DHSES will issue formal award letters once we have completed our application to FEMA and final funding determinations have been made. New York State's application to FEMA is due by June 13, 2022.

Thank you in advance for your assistance and we appreciate your patience given the timetable FEMA has set.

Sincerely,

Eric Abramson

Director of Grants Program Administration

NYS Division of Homeland Security & Emergency Services

Grants Program Administration

1220 Washington Avenue, State Campus Building 7a, Albany, NY 12226

(518) 402-2123 | Eric.Abramson@dhses.ny.gov

www.dhses.ny.gov

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that any dissemination, distribution, or copying of this email is prohibited. If you have received this email in error, please notify the sender by replying to this message and deleting this email immediately.

Attachment: 2022 EMPG Award email (10922 : Accept 2022 Emergency Management Performance Grant & Authorize Contract -DOERC)

22 West Court Street

Architect: King & King, Syracuse NY

September 2022

Updates

- Meeting with City – re underground conduit for fiber optic lines; use of city ROW on poles
- IT progressing with Fiber optics on utility poles to the site
- Awaiting County Attorney clearance on engagement documents
- Design and bid document work is progressing – plan of Nov 2022 bid cycle
 - Phase 4 interior construction
 - Phase 5 exterior site work
 - Phase 6 site/security improvements
- Site clearing to be re-done

Work completed

- Phase 1 - Interior demolition
- Phase 2 - Roof replacement
- Phase 3 - Window replacement

ON MOTION OF CHAIRMAN**RESOLUTION NO.: XX-21**

Local Law number ____ of 2021 A LAW TO PROSCRIBE AS UNLAWFUL THE SALE AND POSSESSION WITHIN THE COUNTY OF CORTLAND, NEW YORK, OF INTOXICATING CHEMICAL COMPOUNDS OR DANGEROUS SUBSTANCES, THAT ARE MISLABELED OR UNLABELED, WHOSE INTENDED PURPOSE IS TO BE INGESTED, INHALED, OR INJECTED, TO MIMIC THE EFFECTS OF CONTROLLED SUBSTANCES OR MARIHUANA AND THAT HAVE NO OTHER LEGITIMATE THERAPEUTIC USE OR PURPOSE.

SECTION I: TITLE

The Title of this Local Law shall be: “County of Cortland Synthetic Intoxicants and Dangerous Substances Law.”

SECTION II: INTENT**A. Findings**

The County Legislature of the County of Cortland, New York, finds that the potential or actual harm to residents from certain intoxicating chemical compounds or dangerous substances to be such that these chemical compounds or dangerous substances should be proscribed as unlawful.

B. Statement of Purpose

1. It is the purpose of this local law to promote public health, safety, and general welfare, and to minimize public and private injury to the citizens for the County of Cortland due to the permissive availability of certain intoxicating chemical compounds or dangerous substances; thus, requiring the prohibition of such chemical compounds or dangerous substances;
2. to protect human life and health; and,
3. to aid in the interdiction of such chemical compounds or dangerous substances along with other narcotics and illicit intoxicants, and to aid in the prosecution of such related offenses.

SECTION III: AUTHORITY

Municipal Home Rule Law, §§ 10 (2), (4) (b), and (4) (c); and Op Atty Gen 85-23,

SECTION IV: LAW

- A. It shall be unlawful for any person, including a corporation or other entity, to manufacture, distribute, use, possess, purchase, attempt to purchase, sell, publicly

display for sale, attempt to sell, give, trade, or barter any one or more of the following chemical compounds or substances, to include its salts, isomers, homologues, and salts of their isomers and homologues:

It shall be unlawful for any person to sell, possess, or use mislabeled or unlabeled dangerous substances whose intended purpose is to be ingested so as to mimic the effects of controlled substances and / or marihuana and that have no other legitimate, medical, or therapeutic purpose.

- (1) Salvia divinorum or salvinorum A; all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts derivative, mixture or preparation of such plant, its seeds or extracts,
- (2) (6aR, 10aR)-9-(hydroxymethyl)-6, 6dimethyl-3(2-methyloctan-2-yl)-6a, 7, 10, 10a-tetrahydrobenzo[c]chromen-1-ol, some trade or other name: HU-210,
- (3) Naphthalen-1-yl-(1-pentylindol-3-yl) methanone (also known as 1 Pentyl-3-(1-naphthoyl) indole, some trade or other name: JWH-018,
- (4) Naphthalen-1-yl-(1-butyldiol-3-yl) methanone (also known as 1-Butyl-3-(1-naphthoyl) indole, some trade or other name: JWH-073,
- (5) 2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methyloctan-2-yl) phenol, some trade or other name: CP 47,497 and its C6, C7, C8, and C9 homologues,
- (6) 1-(3-[trifluoromethylphenyl]) piperazine, some trade or other name: TFMPP,
- (7) (R)-(+)-[2,3-Dihydro-5-methyl-3-(4-morpholinylmethyl)pyrrolo[1,2,3-de)-1,4-benzoxazin-6-yl]-1-naphthalenylmethanone, some trade or other name: WIN 55,2-212,
- (8) 2-[(1R,2R,5R)-5-hydroxy-2-(3-hydroxypropyl) cyclohexyl]-5-(2-methyloctan-2-yl) phenol, some trade or other name: CP 55,940,
- (9) 6,6,9-trimethyl-3-(3-methyloctan-2-yl)-7,8,9,10-tetrahydrobenzo[c]chromen-1-ol, some trade or other name: Dimethylheptylpyran 1, 2-dimethylheptyl-[Δ]3THC, or DMHP, or A-40824, or EA-1476,
- (j) [(6S,6aR,9R,10aR)- 9-hydroxy- 6-methyl- 3-[(2R)-5-phenylpentan- 2-yl]oxy- 5,6,6a,7,8,9,10,10a-octahydrophenanthridin- 1-yl] acetate, some trade or other name: Levonantradol, or CP 50,556-1,

- (10) -1-(4-methylphenyl)-2-methylaminopropan-1-one, some trade or other name: Mephedrone, 4-methylmethcathinone, 4-MMC or 4-methylephedrone
- (11) any similar structural analogs that are intended to mimic the effects of intoxicating controlled substance.

B. Exceptions:

- 1. It is not an offense under subsection “A” of this section if the person was acting at the direction of an authorized agent of the County of Cortland to enforce or ensure compliance with this law prohibiting the sale or possession of the aforementioned chemical compounds or dangerous substances.
- 2. This section does not apply to any person who commits any act described in this section pursuant to the lawful direction or prescription of a licensed physician, dentist, or pharmacist authorized to direct or prescribe such act.
- 3. This section likewise does not apply to the inhalation of anesthesia for medical or dental purposes.

SECTION V: PENALTIES

- A. Confiscation -- if any of the aforementioned intoxicating chemical compounds or dangerous substances are found in the possession of any person, such may be confiscated and destroyed by Law Enforcement Officials.
- B. Any person found to be in violation of this section will be guilty of a Class “B” misdemeanor and subject to a definite term of imprisonment not to exceed three (3) months, or a fine not to exceed five hundred (\$ 500), or both such definite term of imprisonment and fine. Each day during which violation of Section IV, subsection A of this act occurs shall constitute a separate offense.
- C. The County of Cortland shall have the authority to seek an injunction to compel the compliance by any business that fails or refuses to comply with this section.

SECTION VI: CONSTRUCTION AND CONFLICT WITH OTHER LAWS

- A. This Local Law augments New York Penal Law, Articles 220 and 222 *et seq.*, and New York Public Health Law, §§ 3302 and 3306.
- B. In its interpretation and application, the provisions of this local law shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this local law are at variance with the requirements of any other lawfully adopted rules, regulations, or

ordinances, the most restrictive, or that imposing the higher standard, shall govern.

SECTION VII: SEVERABILITY

If any provision of this law is held invalid, such invalidity shall not affect the remaining provisions of this section, which shall remain effective less the invalid provision, and to this end, the provisions of this section are declared to be severable.

SECTION VIII: EFFECTIVE DATE

This Local Law shall take effect upon filing in the Office of the New York State Secretary of State as provided by Municipal Home Rule Law, § 27.

Legislator	Ayes	Nays	Absent
Chrm. Paul R. Heider			
Maj. Ldr. George Wagner			
Min. Ldr. Beau A. C. Harbin			
Mr. Douglas Bentley			
Ms. Cathy Bischoff			
Mr. Ronald Van Dee			
Ms. Susan Wilson			
Mr. Richard Stock			
Ms. Ann L. Homer			
Mr. Kevin J. Fitch			
Ms. Linda K. Jones			
Ms. Kelly L. Preston			
Mr. Christopher B. Newell			
Mr. Joseph Nauseef			
Mr. Eugene Waldbauer			
Ms. Sandra L. Price			
Mr. Mitchel D. Eccleston			

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss:

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the **XXth day of Month,**

2021 and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my
hand and the official seal of the CORTLAND
COUNTY LEGISLATURE, this XXth day of Month, 2021

Savannah Hempstead,
Clerk of the Cortland County Legislature

Attachment: Local Law 2021_rev2 - Bath Salts (10861 : Bath Salts Local Law)

ON MOTION OF CHAIRMAN

RESOLUTION NO.: **XX-22**

Local Law number ____ of 2021 A LAW TO PROSCRIBE AS UNLAWFUL THE SALE AND POSSESSION **OF SYNTHETIC DRUGS, INCLUDING THOSE COMMONLY KNOWN AS “BATH SALTS,”** WITHIN THE COUNTY OF CORTLAND, NEW YORK, ~~OF INTOXICATING CHEMICAL COMPOUNDS OR DANGEROUS SUBSTANCES, THAT ARE MISLABELED OR UNLABELED, WHOSE INTENDED PURPOSE IS TO BE INGESTED, INHALED, OR INJECTED, TO MIMIC THE EFFECTS OF CONTROLLED SUBSTANCES OR MARIHUANA AND THAT HAVE NO OTHER LEGITIMATE THERAPEUTIC USE OR PURPOSE.~~

SECTION I: LEGISLATIVE INTENT**A. Findings**

~~The County Legislature of the County of Cortland, New York, finds that the potential or actual harm to residents from certain intoxicating chemical compounds or dangerous substances to be such that these chemical compounds or dangerous substances should be proscribed as unlawful.~~

The County Legislature of the County of Cortland, New York, finds that the use of Synthetic Drugs, including those commonly referred to as “Bath Salts” poses a distinct risk to the life, health, and safety of users and the public at large. These chemicals are being marketed as plant food, glass cleaner, insect repellant, and stain remover and are readily available at storefront retailers, online retailers, and indirectly through other individuals. These products are composed of chemical compounds capable of producing a hallucinogenic effect when ingested or consumed by human beings.

Human consumption of Synthetic Drugs, including “Bath Salts” and such other similar products containing these chemicals, can cause hallucinations, psychosis, increased heart rate, chest pain, agitation, anxiety, extreme paranoia, delusions, suicidal thoughts, violent behavior, nausea, and vomiting. Use of these chemicals has also been linked to multiple suicides in the United States.

The County Legislature of the County of Cortland hereby determines that it is necessary to ban, within Cortland County, the sale and possession of Synthetic Drugs, including “Bath Salts” and any products containing these chemicals, to protect the life, health, safety and welfare of Cortland County residents.

B. Statement of Purpose

1. It is the purpose of this local law to promote public health, safety, and general welfare, and to minimize public and private injury to the citizens of the County of Cortland due to the permissive availability of certain intoxicating chemical compounds or dangerous substances; thus, requiring the prohibition of such chemical compounds or dangerous substances;
2. It is the purpose of this local law to protect human life and health; and,
3. It is the purpose of this local law to aid in the interdiction of such chemical compounds or dangerous substances along with other narco

and illicit intoxicants, and to aid in the prosecution of such related offenses.

4. It is the purpose of this local law to aid in the prosecution of such offenses through the sanctions and penalties imposed herein as an additional and appropriate response to the proliferation of the described “synthetic drugs.” Such sanctions and penalties are reasonable and necessary in order to protect the health and safety of the people of the County of Cortland.

C. DEFINITIONS

1. **“Person” shall mean any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint-stock association or other entity or business organization of any kind.**
2. ~~“Possession” shall mean to possess on one’s own person or possession by a person exercising dominion or control over the immediate area where contraband is found whether in a vehicle, vessel, container, snowmobile, dwelling, building, or structure, or whether upon public or private property.~~
3. **“Possess” means to have physical possession or otherwise to exercise dominion or control over tangible property. New York State Penal Law, § 10.00 (8).**
4. ~~“Sale” shall mean and cover the following activities: to offer for sale, to sell, to distribute, to furnish, to gift, to transfer, to barter, exchange, or give, to any person or minor and each and every transaction of the same or similar nature made by any person, whether as principal, proprietor, agent, servant, or employee, with or without actual consideration.~~
5. **“Sale” means to sell, exchange, give, or dispose of to another, or to offer or agree to do the same. New York State Penal Law, § 220.00 (1).**
6. **“Synthetic Drug” shall mean the following:**
 - I. **Any substance or product which contains a chemical which under the circumstances in which it is sold, possessed, or used indicates or demonstrates the intent that it be ingested or consumed in an attempt to replicate the effects of controlled substances and is substantially similar in chemical makeup to a controlled substance or is a structural analog to a controlled substance or is a synthetic chemical compound, which is a cannabinoid receptor agonist, or mimics the physical or pharmacological effects of controlled substances or is not a drug approved by the FDA.**

- II. Any substance prohibited in an Order for Summary Action in the Matter of the Sale and Distribution of Synthetic Cannabinoids issued by the New York State Department of Health dated March 28, 2012, and any similar Order subsequently issued by the State of New York Department of Health.
- III. Any substance prohibited in the federal “Synthetic Drug Abuse Prevention Act of 2012”
- IV. The substance has no legitimate commercial or private use or purpose.

7. ~~“Synthetic Drug” shall mean the following:~~

- I. ~~3,4-Methylenedioxymethcathinone, commonly known as Methyldone~~
- II. ~~3,4-Methylenedioxypyrovalerone, commonly known as MDPV~~
- III. ~~4-Methylmethcathinone, commonly known as Mephedrone~~
- IV. ~~3-Methoxymethcathinone~~
- V. ~~3-Fluoromethcathinone~~
- VI. ~~4-Fluoromethcathinone~~
- VII. ~~1-Pentyl 3-(1-naphthoyl) indole; some trade or other names: JWH-018~~
- VIII. ~~1-Butyl 3-(1-naphthoyl) indole; same trade or other names: JVVH-073~~
- IX. ~~1-[2-(4-morpholinyl) ethyl]-3-(1-naphthoyl) indole; some trade or other names: JWH-200~~
- X. ~~5-(1,1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol; some trade or other names: CP47,497~~
- XI. ~~5-(1,1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol; some trade or other names: cannabicyclohexanol; CP-47,497-C8 homologue~~
- XII. ~~Any products containing the foregoing chemicals, or any sale, isomer, or salt of isomer of the substances set forth in paragraph I-XI above.~~
- XIII. ~~Any substance prohibited in an Order for Summary Action in the Matter of the Sale and Distribution of Synthetic Cannabinoids issued by the New York State Department of Health dated March 28, 2012, and any similar Order subsequently issued by the State of New York Department of Health~~
- XIV. ~~Any substances prohibited in the federal “Synthetic Drug Abuse Prevention Act of 2012”~~
- XV. ~~Any synthetic drug analog which shall mean a substance:~~
 - a. ~~The chemical structure of which is substantially similar to the chemical structure of a Synthetic Drug as described above~~
 - b. ~~Which has a stimulant, depressant, or hallucinogenic effect on the central nervous system~~

~~of a Synthetic Drug as described above~~
~~c. Which such person represents or intends to have a~~
~~stimulant, depressant, or hallucinogenic effect on~~
~~the central nervous system that is substantially~~
~~similar to or greater than the stimulant, depressant,~~
~~or hallucinogenic effect on the central nervous~~
~~system of a synthetic drug as described above.~~

SECTION II: AUTHORITY

Municipal Home Rule Law, §§ 10 (2), (4) (b), and (4) (c); and Op Atty Gen 85-23,

SECTION III: LAW

~~A. It shall be unlawful for any person, including a corporation or other entity, to~~
~~manufacture, distribute, use, possess, purchase, attempt to purchase, sell, publicly~~

display for sale, attempt to sell, give, trade, or barter any one or more of the following chemical compounds or substances, to include its salts, isomers, homologues, and salts of their isomers and homologues:

It shall be unlawful for any person to sell, possess, or use mislabeled or unlabeled dangerous substances whose intended purpose is to be ingested so as to mimic the effects of controlled substances and/or marijuana and that have no other legitimate, medical, or therapeutic purpose.

- (1) — ~~Salvia divinorum or salvinorum A; all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts derivative, mixture or preparation of such plant, its seeds or extracts,~~
- (2) — ~~(6aR, 10aR)-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol, some trade or other name: HU-210,~~
- (3) — ~~Naphthalen-1-yl-(1-pentylindol-3-yl)-methanone (also known as 1-Pentyl-3-(1-naphthoyl)-indole, some trade or other name: JWH-018,~~
- (4) — ~~Naphthalen-1-yl-(1-butylyndol-3-yl)-methanone (also known as 1-Butyl-3-(1-naphthoyl)-indole, some trade or other name: JWH-073,~~
- (5) — ~~2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methyloctan-2-yl)-phenol, some trade or other name: CP-47,497 and its C6, C7, C8, and C9 homologues,~~
- (6) — ~~1-(3-[trifluoromethylphenyl])piperazine, some trade or other name: TFMPP,~~
- (7) — ~~(R)-(+)-[2,3-Dihydro-5-methyl-3-(4-morpholinylmethyl)pyrrolo[1,2,3-de]-1,4-benzoxazin-6-yl]-1-naphthalenylmethanone, some trade or other name: WIN-55,2-212,~~
- (8) — ~~2-[(1R,2R,5R)-5-hydroxy-2-(3-hydroxypropyl)cyclohexyl]-5-(2-methyloctan-2-yl)-phenol, some trade or other name: CP-55,940,~~
- (9) — ~~6,6,9-trimethyl-3-(3-methyloctan-2-yl)-7,8,9,10-tetrahydrobenzo[c]chromen-1-ol, some trade or other name: Dimethylheptylpyran-1,2-dimethylheptyl-[Δ]3THC, or DMHP, or A-40824, or EA-1476,~~
- (j) — ~~[(6S,6aR,9R,10aR)-9-hydroxy-6-methyl-3-[(2R)-5-phenylpentan-2-yl]oxy-5,6,6a,7,8,9,10,10a-octahydrophenanthridin-1-yl]acetate, some trade or other name: Levonantradol, or CP-50,556-1,~~

(10) ~~1 (4-methylphenyl)-2-methylaminopropan-1-one, some trade or other name: Mephedrone, 4-methylmethcathinone, 4-MMC or 4-methylephedrone~~

(11) ~~any similar structural analogs that are intended to mimic the effects of intoxicating controlled substance.~~

B. ~~Exceptions:~~

1. ~~It is not an offense under subsection "A" of this section if the person was acting at the direction of an authorized agent of the County of Cortland to enforce or ensure compliance with this law prohibiting the sale or possession of the aforementioned chemical compounds or dangerous substances.~~
2. ~~This section does not apply to any person who commits any act described in this section pursuant to the lawful direction or prescription of a licensed physician, dentist, or pharmacist authorized to direct or prescribe such act.~~
3. ~~This section likewise does not apply to the inhalation of anesthesia for medical or dental purposes.~~

- A. No person shall sell or offer to sell, exchange, give or otherwise dispose of to another any Synthetic Drug in Cortland County.
- B. No person shall be in possession of any Synthetic Drug unless said Synthetic Drug is expressly prescribed by a physician or person otherwise licensed to prescribe such medication within the State of New York, and at the time of the alleged violation, the person in possession of the synthetic drug is able to provide written proof to the law enforcement officer(s) that the synthetic drug was so prescribed.
- C. In order to prevent the creation, possession, and use of the drug commonly known as "Water," the unauthorized use of Embalming Fluid or similar compounds is hereby prohibited within the County of Cortland, with such unauthorized use of embalming fluid or similar item defined herein and pursuant to Section 3400 of the New York State Public Health Law and any applicable provision of federal law. For the purposes of this local law, embalming fluid means any chemicals or substances manufactured primarily for the use by licensed funeral directors, undertakers, or embalmers, or registered residents, to prepare, disinfect, or preserve, either hypodermically, arterially, or by any other recognized means the body of a deceased person for burial, cremation or other final disposition. In particular, such unauthorized use shall include dipping a marijuana or regular cigarette in embalming fluid.

SECTION IV: PENALTIES

- A. Confiscation -- if any of the aforementioned intoxicating chemical compounds or dangerous substances are found in the possession of any person, such may be confiscated and destroyed by Law Enforcement

Officials.

- B. Any person found to be in violation of this section will be guilty of a Class “B” misdemeanor and subject to a definite term of imprisonment not to exceed three (3) months, or a fine not to exceed five hundred dollars (\$ 500.00), or both such definite term of imprisonment and fine. Each day during which violation of Section IV, subsection A of this act occurs shall constitute a separate offense.
- C. The County of Cortland shall have the authority to seek an injunction to compel the compliance by any business that fails or refuses to comply with this section.

SECTION V: ENFORCEMENT

This local law may be enforced by any police officer, as that term is defined by New York State Criminal Procedure Law, § 1.20(34) within the County of Cortland.

SECTION ~~V~~ VI: CONSTRUCTION AND CONFLICT WITH OTHER LAWS

- A. This Local Law augments New York Penal Law, Articles 220 and 222 *et seq.*, and New York Public Health Law, §§ 3302 and 3306.
- B. In its interpretation and application, the provisions of this local law shall be held to be minimum requirements, adopted for the promotion of the public health, safety, and welfare. Whenever the requirements of this local law are at variance with the requirements of any other lawfully adopted rules, regulations, or ordinances, the most restrictive, or that imposing the higher standard, shall govern.

SECTION ~~VI~~ VII: SEVERABILITY

If any provision of this law is held invalid, such invalidity shall not affect the remaining provisions of this section, which shall remain effective less the invalid provision, and to this end, the provisions of this section are declared to be severable.

SECTION ~~VII~~ VIII: EFFECTIVE DATE

This Local Law shall take effect upon filing in the Office of the New York State Secretary of State as provided by Municipal Home Rule Law, § 27.

TAKE BACK

RESTORING COMMON SENSE TO PUBLIC SAFETY

SENATE REPUBLICANS ARE FIGHTING FOR A SAFER NEW YORK:

- ✓ Close the revolving door of violent criminals
- ✓ End cashless bail and restore judicial discretion
- ✓ Support and defend our brave men and women in law enforcement

"Protecting the public is one of the most important responsibilities of government, and when a crime has been committed, the victim, not the criminal, should be our first concern."

ALBANY, NY – State Senator Peter Oberacker (R/C-Schenevus) joined the Senate and Assembly Republican conferences this week to unveil a comprehensive package of public safety priorities. The initiatives will protect crime victims, support law enforcement and correctional officers, and reform the state's broken parole system.

"Violent crime is on the rise across the state," said Senator Oberacker. **"Bail reform along with other pro-criminal initiatives enacted in recent years are the culprits. Since the poorly conceived legislation was enacted, thousands of individuals have been arrested, released, and rearrested on violent charges. It's time to slam shut the revolving door for criminals."**

Some of the public safety challenges New York is facing include:

- A 46.7% increase in murders from 2019 to 2020;
- Overall index crime in New York City increased by 21.3% in November 2021, compared with November 2020;
- Hate crime rates in NYC increased 97% from November 2020 to November 2021;
- Firearm related violent crime increased by 28.9% from 2019 to 2020 in New York outside of New York City; and
- According to the New York State Coalition Against Domestic Violence, New York has the **highest demand for domestic violence services in the country.**

For years, Republicans successfully led the fight to support and fund law enforcement, as well as enact landmark, tough-on-crime policies such as Megan's Law, Kendra's Law and many others designed to toughen penalties for violent criminals and sex offenders – and to provide services to those in need.

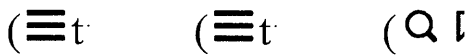
The Republicans' 2022 agenda to restore public safety includes:

- **Protecting Those Who Protect Us:**
 - Invest in law enforcement;
 - Provide them with the support they need to make our communities safe and serve those in need; and
 - Fight Democrat efforts to "Defund the Police."
- **Rejecting Dangerous "Reforms" like Cashless Bail:**

- Recenter the Parole process around the protection and rights of crime victims and their families;
- Ensure that cop-killers, serial killers, child killers, and other dangerous murderers can NEVER be released; and
- Reject dangerous Democrat proposals like “Elder Parole” and “Fair and Timely Parole.”

- Strengthen penalties for violent and repeat offenders, as well as hate crimes;
- Create and support more victims' services and resources; and
- Invest in proven mental health, addiction, and homeless programs.

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WOMEN OF DISTINCTION ([HTTPS://WWW.NYSENATE.GOV/ISSUES/WOMEN-DISTINCTION](https://www.nysenate.gov/issues/women-distinction))

August 26, 2022

PROBATION STATISTICS March 2022

CRIMINAL COURT

	Jan		Feb		March		April		May		June		July		August		Sept		Oct		Nov		Dec	
Year 20'	21	22	21	22	21	22	21	22	21	22	21	22	21	22	21	22	21	22	21	22	21	22	21	22
On Probation	412	379	412	377	416	370	414	365	410	362	407	364	391	363	397	353	410		379		381		381	
Reports Completed	28	28	23	27	26	32	27	31	33	36	27	43	46	30	33	34	9		19		18		18	

FAMILY COURT

	Jan		Feb		March		April		May		June		July		August		Sept		Oct		Nov		Dec	
Year 20'	21	22	21	22	21	22	21	22	21	22	21	22	21	22	21	22	21	22	21	22	21	22	21	22
Adult Probation	15	18	15	19	17	19	17	18	16	23	15	27	16	26	16	28	20		21		21		17	
Youth Probation	14	8	14	9	14	9	14	7	15	7	15	6	15	6	15	4	15		10		10		11	
PINS in Diversion	23	31	25	29	29	30	33	32	33	34	32	31	26	30	23	28	25		30		33		32	
JD in Diversion	3	2	2	1	1	1	4	4	3	5	3	2	5	5	3	7	6		4		2		3	
Reports Completed	0	1	2	0	0	2	1	1	0	1	2	1	0	1	0	1	0		0		3		1	

TOTAL ON PROBATION ALL COURTS and receiving Diversion Services:

2021 – Jan. 441, Feb. 441, Mar. 447, April 445, May 477, June 472, July 422, August 443, Sept. 445, Oct. 435, Nov. 445, Dec. 431

2022 – Jan. 438, Feb. 435, March 449, April 426, May 431, June 430, July 430, **August 420**

RELEASED TO ATI (Pre-trial):

2021 – January 71, February 73, March 65, April 59, May 71, June 71, July 77, August 89, Sept. 89, Oct. 89, Nov. 85, Dec. 90

2022 – January 109, February 110, March 120, April 126, May 136, June 123, July 127, **August 101**

Jan 17	Jan 18	Jan 19	Feb 17	Feb 18	Feb 19	Mar 17	Mar 18	Mar 19	Apr 17	Apr 18	Apr 19	May 17	May 18	May 19	June 17	June 18	June 19
25	23	18	17	23	32	35	27	23	29	18	26	26	34	15	18	29	28
30	27	37	35	35	38	38	34	22	43	41	39	47	56	33	24	43	56
54	45	38	38	35	34	42	31	29	39	48	66	28	42	24	40	23	30
	9	17		60	24		29	25		33	18		36	43		16	12
	5	23		9	22		17	24		15	42		13	7		19	17
	3	1		2	0		3	4			1		5	0	2		0
109	112	134	90	164	150	115	141	127	111	155	192	101	186	122	84	130	143
		156		173	192			164	276	220	262	304	266	139	278	299	197
12	12	14	12	18	13	18	17	19	18	15	44		21	24	13	14	15
July 17	July 18	July 19	Aug 17	Aug 18	Aug 19	Sept 17	Sept 18	Sep 19	Oct 17	Oct 18	Oct 19	Nov 17	Nov 18	Nov 19	Dec 17	Dec 18	Dec 19
14	28	37	28	22	23	22	27	24	37	32	31	29	33	15	25	22	19
46	33	38	34	35	24	73	45	82	36	34	54	51	53	34	22	24	30
36	43	43	40	45	30	13	26		31	32		40	32	16	42	27	27
12	26	10		33	13		100			51		90	25	52	24	14	49
14	30	21		27	9		28			17	43	37	14		8	16	
1	0	0		3	0	1		2	3	1	0	3	1		2	0	0
123	160	149	102	165	99	109	226	183	107	167	128	250	158	117	123	103	125
247	262	263	293		178			186			224			111			222
10	21	24	15	14	9	17	15	29	9	18	16	15		15	9	22	31

2020 DA Statistics

	Jan 2019	Jan 2020		Feb 2019	Feb 2020		Mar 2019	Mar 2020		Apr 2019	Apr 2020		May 2019	May 2020		June 2019	June 2020	
Fel-County & City	18	33		32	26		23	17		26	16		15	26		28	23	
Misd City	37	12		38	22		22	19		39	18		33	17		56	20	
Misd County	38	19		34	10		29	18		66	21		24	20		30	26	
Violations City	17			24			25			18			43			12		
Violations County	23	8		22	22		24	17		42	3		7	33		17	10	
Sealed Indictments	1	0		0	0		4	0		1	0		0	0		0	0	
TOTALS:	134	72		150	80		127	71		192	58		122	96		143	79	
Vehicle and Traffic	156	155		192	120		164	135		262	93		139	45		197	169	
DWI's	14	18		13	20		19	13		44	2		24	7		15	9	
	July 2019	July 2020		Aug 2019	Aug 2020		Sep 2019	Sep 2020		Oct 2019	Oct 2020		Nov 2019	Nov 2020		Dec 2019	Dec 2020	
Fel-County & City	37	17		23	15		24	31		31	26		15	23		19	18	
Misd City	38	20		24	34			43			31		34	24		30	28	
Misd County	43	21		30	34		82	33		54	10		16	32		27	20	
Violations City	10			13				5			11			7			6	
Violations County	21	17		9	28		75	12		43	2		52	4		49	6	
Sealed Indictments	0	0		0	0		2	0		0						0	0	
TOTALS:	149	75		99	111		183	124		128	80		117	90		125	78	
Vehicle and Traffic	263	259		178	226		186	284		224	113		111	245		222	325	
DWI's	24	11		9	15		29	16		16	6		15	12		31	11	

2021 DA Statistics												
	Jan 2020	Jan 2021	Feb 2020	Feb 2021	Mar 2020	Mar 2021	Apr 2020	Apr 2021	May 2020	May 2021	June 2020	June 2021
Fel-County & City	33	14	26	17	17	28	16	22	26	35	23	22
Misd City	12	23	22	18	19	26	18	36	17	40	20	24
Misd County	19	37	10	30	18	22	21	27	20	30	26	35
Violations City	0	6		2		9	0	11	0	9	0	7
Violations County	8	16	22	6	17	10	3	4	33	0	10	5
Sealed Indictments	0	0	0	0	0	0	0	0	0	0	0	
TOTALS:	72	96	80	73	71	95	58	100	96	114	79	93
Vehicle and Traffic	155	277	120	222	135	283	93	319	45	153	169	120
DWI's	18	13	20	4	13	16	2	8	7	15	9	19
	July 2020	July 2021	Aug 2020	Aug 2021	Sep 2020	Sep 2021	Oct 2020	Oct 2021	Nov 2020	Nov 2021	Dec 2020	Dec 2021
Fel-County & City	17	18	15	16	31	16	26	13	23	22	18	33
Misd City	20	30	34	43	43	36	31	17	24	25	28	25
Misd County	21	32	34	40	33	46	10	25	32	30	20	48
Violations City	0	11	0	2	5	16	11	25	7	7	6	19
Violations County	17	3	28	4	12	3	2	4	4	6	6	5
Sealed Indictments	0		0	0	0	0		0		0	0	0
TOTALS:	75	94	111	105	124	117	80	84	90	90	78	130
Vehicle and Traffic	259	684	226	377	284	293	113	203	245	385	325	353
DWI's	11	16	15	13	16	19	6	6	12	11	11	23

2022 DA Statistics

	Jan 2021	Jan 2022	Feb 2021	Feb 2022	Mar 2021	Mar 2022	Apr 2021	Apr 2022	May 2021	May 2022	June 2021	June 2022
Fel-County & City	14	15	17	24	28	25	22	25	35	26	22	29
Misd City	23	23	18	20	26	26	36	21	40	30	24	42
Misd County	37	43	30	36	22	29	27	37	30	46	35	43
Violations City	6	9	2	4	9	6	11	12	9	8	7	5
Violations County	16	3	6	5	10	1	4	1	0	2	5	1
Sealed Indictments	0	0	0	0	0	4	0	0	0	0		1
TOTALS:	96	93	73	89	95	91	100	96	114	112	93	121
Vehicle and Traffic	277	277	222	240	283	293	319	225	153	260	120	297
DWI's	13	13	4	13	16	20	8	14	15	15	19	14
	July 2021	July 2022	Aug 2021	Aug 2022	Sep 2021	Sep 2022	Oct 2021	Oct 2022	Nov 2021	Nov 2022	Dec 2021	Dec 2022
Fel-County & City	18	24	16	26	16		13		22		33	
Misd City	30	17	43	26	36		17		25		25	
Misd County	32	50	40	33	46		25		30		48	
Violations City	11	8	2	14	16		25		7		19	
Violations County	3	5	4	6	3		4		6		5	
Sealed Indictments			0	0	0		0		0		0	
TOTALS:	94	104	105	105	117	0	84	0	90	0	130	0
Vehicle and Traffic	684	260	377	272	293		203		385		353	
DWI's	16	15	13	12	19		6		11		23	



CORTLAND COUNTY ASSIGNED COUNSEL OFFICE

CORTLAND COUNTY OFFICE BUILDING, SUITE B27
60 CENTRAL AVENUE, CORTLAND NY 13045

STEPHANIE A. OLIVER
SECRETARY

MICHAEL R. CARDINALE
ADMINISTRATOR

CASEY K. NEVILLE
CASE MANAGER

JPS Meeting – August 2022 Report

DENIALS: 4 financially ineligible
1 type of case

CONFLICT

Family Court:	71
Criminal:	
Felonies	25
Misdemeanors	62
Violations	11
Infractions	2
Appeals	0
Total	169

PUBLIC DEFENDER ASSIGNMENTS

Family Court	17
Criminal	
Felonies	0
Misdemeanors	20
Violations	3
Infractions	0
Appeals	0
Total	40

Total PD cases assigned: Assigned by AC- 40
Assigned by Courts: 57
97

Total Cases Assigned
169+97 = **266**

COUNSEL AT FIRST ARRAIGNMENT		
AFTER hours	18B	PD
August 2022	29	10
July 2022	33	7
June 2022	27	6
May 2022	32	7
April 2022	17	14
March 2022	21	15
NOT After hours		
August 2022	7	52
July 2022	7	55
June 2022	10	73
May 2022	6	98
April 2022	14	79
March 2022	10	75

ILS Hurrell-Harring Grant Money

\$57,021.06 received 3/19/20
\$52,941.00 received 10/28/20
\$160,282.95 requested reimbursement

Money Saved-Grant Paid

04/2021 \$161.28	02/2022 \$197.49	
05/2021 \$263.20	03/2022 \$582.22	
06/2021 \$2432.00	04/2022 \$200.07	
08/2021 \$54.90	05/2022 \$263.18	
09/2021 \$653.02	06/2022 \$821.66	
10/2021 \$2078.57	07/2022 \$629.50	
11/2021 \$248.08	08/2022 \$593.94	
12/2021 \$797.10		



CORTLAND COUNTY PUBLIC DEFENDER

KEITH D. DAYTON

Chief Asst. Public Defender

Anita Ribeiro

Investigator

Michael J. Bidwell

Paralegals

Sabrina M. Clark

Bethann M. Pelsang

Cortland County Office Building

60 Central Avenue

Cortland, New York 13045

(607) 753-5046

Fax (607) 753-0781

Service by Fax not accepted

Angela C. VanDeWeert, Case Manager

Lisa M. Knapp, Secretary II

Assistant Public Defenders

Kevin A. Jones

Kayla D. Hardesty

Keith R. Young

Melissa L. Ballowe Smith

Amanda S. Wadsworth

Frank B. Scibilia

September 2, 2022

Kelly Preston, Chair
Judiciary & Public Safety Committee
Cortland County Office Building
Third Floor, 60 Central Avenue
Cortland, NY 13045

Re: Public Defender Office Update

Dear JPS Chair Preston:

1. Comparing the first two-thirds of 2022 to the first two-thirds of 2021:
 - a. Total Cases are roughly the same.
 - b. Family Court Cases are down slightly.
 - c. As can be predicted, Counsel at Arraignments (including arraignments on bench warrants) are up compared to last year.
2. In 2022 so far, we are within our budget.
3. We continue to pursue and collect grant revenues.
4. We are currently in the process of hiring one (1) full-time assistant public defender.

Thank you for your consideration and interest in our Department.

Very truly yours,

Keith D. Dayton
Public Defender

Attachment: JPS July and August 2022 (10914 : Public Defender Monthly Report and Budget July and August 2022)

Chart PD1 - Cases represented by Public Defender's Office (opened)

2022

Year-

		Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	to-date
Family Court	2018	17	25	47	40	46	49	37	44					305
	2019	38	28	46	59	45	38	63	41					358
	2020	39	31	32	18	13	22	25	20					200
	2021	36	40	33	27	27	19	38	22					242
	2022	17	24	32	29	30	17	28	26					203
Felonies	2018	12	18	27	25	14	15	16	24					151
	2019	13	21	24	13	20	20	30	14					155
	2020	13	19	8	4	6	17	22	15					104
	2021	9	10	23	13	24	16	12	16					123
	2022	14	7	11	22	11	11	20	7					103
Misdemeanors	2018	31	69	75	85	64	53	63	57					497
	2019	58	54	66	55	64	45	60	61					463
	2020	34	32	28	8	6	36	44	53					241
	2021	32	36	52	65	76	59	44	60					424
	2022	60	56	37	63	79	33	61	26					415
Violations	2018	4	3	7	7	3	1	7	9					41
	2019	7	2	7	3	10	7	6	4					46
	2020	7	6	6	0	1	5	5	4					34
	2021	3	9	12	7	11	7	10	5					64
	2022	9	10	3	10	13	8	6	7					66
Arraignments/Advice Only	2018	14	15	15	14	13	8	10	12					101
	2019	10	10	11	9	13	12	10	7					82
	2020	8	10	7	4	8	15	22	21					95
	2021	17	15	17	16	22	25	20	16					148
	2022	24	19	27	25	26	28	31	30					210
Supreme Court Integrated Domestic Violence (IDV) or Matrimonial	2018	1	0	2	2	3	2	1	1					12
	2019	2	4	2	7	2	1	4	7					29
	2020	2	0	0	0	2	3	1	2					10
	2021	1	1	4	0	0	0	0	0					6
	2022	0	3	0	0	3	0	0	0					6
Parole	2018	6	5	9	3	3	3	8	5					42
	2019	9	1	4	2	1	4	5	3					29
	2020	6	4	8	1	0	1	2	4					26
	2021	2	2	4	3	0	0	1	0					12
	2022	2	1	0	0	0	0	1	0					4
Fugitive	2018	0	0	0	0	1	1	1	1					4
	2019	0	0	0	0	0	0	1	0					1
	2020	0	1	1	0	0	0	0	0					2
	2021	1	0	0	0	1	0	0	0					2
	2022	0	0	0	0	0	0	0	1					1
Appeal & Post-conviction Motion	2018	0	0	0	0	0	0	1	0					1
	2019	0	0	0	1	0	0	0	0					1
	2020	1	0	0	0	0	0	0	0					1
	2021	0	0	0	0	0	0	0	0					0
	2022	0	0	0	0	0	0	0	0					0
Total per month	2018	85	135	182	176	147	132	144	153					1154
	2019	137	120	160	149	155	127	179	137					1164
	2020	110	103	90	35	36	99	121	119					713
	2021	101	113	145	131	161	126	125	119					1021
	2022	126	120	110	149	162	97	147	97					1008
Total month-to-date	2018	85	220	402	578	725	857	1001	1154					
	2019	137	257	417	566	721	848	1027	1164					
	2020	110	213	303	338	374	473	594	713					
	2021	101	214	359	490	651	777	902	1021					
	2022	126	246	356	505	667	764	911	1008					
Average Cases per Month	2018	85	110	134	145	145	143	143	144					
	2019	137	129	139	142	144	141	147	146					
	2020	110	106.5	101	85	75	79	85	89					
	2021	101	107	120	123	130	130	129	128					
	2022	126	123	119	126	133	127	130	126					

September 2022

911

- Staffing issues
 - 4 vacancies – 25% of the staff
 - Unable to fill temporary position
 - Civil service list results are no longer valid; less than 3 people
- Auto discovery recordings case load is taking around 1-2 hours per day
- Bad antenna at the Cortlandville Tower site – parts on order
- Cortlandville generator needs repair - hose
- Cincinnati Tower has a bad radiator; repaired

Emergency Management

- Work is progressing on obtaining NYS accreditation

Fire Service

- Fall firefighting series class is filling up – expect a full class (in county and out of county)
- Using NYS State fire for Fire investigations
- Small group exploring grant opportunities for new radios.
- Still supporting repairs to radios under grant funding

Conferences – trainings

- NYS TIMS training, Sept 26
- NYS 911 Coordinators conference, October 17-21
- Regional Fire Administrators – November 9 & 10

Grants Awarded

- 2023 SHSP - \$51,215 Detective canine, data access fees, tactical LE equipment
- 2023 EMPG - \$23,603 Partial salary – Deputy Director
- 2022 PSAP - \$197,805 Operational costs related to 911
- 2022 SICG – 1,572,808 22 West Court Street; PM on the radio system

Grants Awaiting

- SICG targeted

09/01/22
09:03

DEPARTMENT OF EMERGENCY RESPONSE AND COMMUNICATION
Total CAD Calls Received, by Nature of Call

4402
Page: 1

Nature of Call	Total Calls Received	% of Total
-----	-----	-----
911 HANG UP	168	2.07
911 NOT DISPATCHED	100	1.23
911 OPEN LINE	65	0.80
ABDOMINAL PAIN	7	0.09
ABDOMINAL PAIN II	7	0.09
ADMINISTRATIVE	92	1.13
POLICE ALARM	67	0.82
ALCOHOL OFFENSE	9	0.11
ALLERGIC REACTION	4	0.05
ALLERGIC REACTION II	2	0.02
ANIMAL PROBLEM	167	2.06
ARREST VI	1	0.01
ARREXT X	8	0.10
ASSAULT	11	0.14
ASSIST	453	5.58
ATTEMPT TO LOCATE	29	0.36
FIRE ALARM	47	0.58
BACK PAIN	3	0.04
BACK PAIN II	8	0.10
BAR CHECK	4	0.05
BOMB THREAT	1	0.01
TROUBLE BREATHING	43	0.53
TROUBLE BREATHING III	3	0.04
BURGLARY	35	0.43
CARBON MONOXIDE	6	0.07
CHEST PAIN	21	0.26
CHEST PAIN II	3	0.04
CHOKING	1	0.01
CHOKING II	3	0.04
CITY CODE VIOLATION	1	0.01
CIVIL ONLY	330	4.06
CRIMINAL MISCHIEF	29	0.36
SPECIAL DETAIL	73	0.90
DIABETIC PROBLEM	9	0.11
DISORDERLY CONDUCT	90	1.11
DISTURBANCE	147	1.81
DOMESTIC	99	1.22
DRUG INVESTIGATION	21	0.26
DSS ASSIST/HOME VISIT	32	0.39
DSS NOTIFICATION	76	0.94
ILLEGAL DUMPING	6	0.07
EMERGENCY BUTTON ACTIVATION	1	0.01
EMOTIONALLY DISTURBED PERSON	67	0.82
EMS	5	0.06
EQUIPMENT PROBLEM	1	0.01
EXPOSURE II	1	0.01
FALL	7	0.09
FALL II	97	1.19
FIELD INVESTIGATION	116	1.43
OUTSIDE FIRE	15	0.18
FOLLOW UP INVESTIGATION/ACTIO	574	7.06
FOUND PROPERTY	55	0.68
FRAUD	42	0.52
HARASSMENT	153	1.88
HAZARDOUS CONDITION	8	0.10

Attachment: YTD cad calls August 2022 (10870 : DOERC - September 2022 Report)

09/01/22
09:03DEPARTMENT OF EMERGENCY RESPONSE AND COMMUNICATION
Total CAD Calls Received, by Nature of Call4402
Page: 2

Nature of Call	Total Calls Received	% of Total
-----	-----	-----
HAZARDOUS MATERIALS INCIDENT	1	0.01
HEADACHE II	4	0.05
HEMORRHAGE	4	0.05
HEMORRHAGE II	9	0.11
INFORMATION	3	0.04
INVESTIGATION	72	0.89
JAIL INVESTIGATION	3	0.04
JUVENILE PROBLEM	17	0.21
LARCENY	115	1.42
LIFTING ASSISTANCE	2	0.02
LOST PROPERTY	21	0.26
MISSING PERSON	16	0.20
NOISE COMPLAINT	29	0.36
NOTIFICATION	27	0.33
OVERDOSE/POISONING II	2	0.02
OVERDOSE/POISONING III	2	0.02
OVERDOSE/POISONING V	1	0.01
OVERDOSE/POISONING VII	3	0.04
OVERDOSE/POISONING X	3	0.04
OPEN DOOR	18	0.22
COMMUNITY OUTREACH INTERACTIO	53	0.65
PARKING COMPLAINT	35	0.43
PROPERTY DAMAGE MVA	129	1.59
PERSONAL INJURY MVA	25	0.31
PREGNANCY	3	0.04
PROCESSING	10	0.12
PROPERTY CHECK	1608	19.79
PSYCH V	3	0.04
REPOSSESSION	10	0.12
ROBBERY	3	0.04
SEIZURES	18	0.22
SEIZURES II	4	0.05
SEIZURES X	1	0.01
SEND	29	0.36
SERVICE CALL	25	0.31
SEX CRIME	16	0.20
SEX OFFENDER	2	0.02
SHOTS FIRED	9	0.11
SICK PERSON	36	0.44
SICK PERSON II	47	0.58
STAB/SHOOT VII	1	0.01
STOLEN VEHICLE	9	0.11
STROKE	9	0.11
STRUCTURE FIRE	5	0.06
SUSPICIOUS	104	1.28
TEST CALL	9	0.11
TRAFFIC PROBLEM	60	0.74
TRANSFER	3	0.04
TRANSPORT	172	2.12
TRAUMATIC II	6	0.07
TREE DOWN	14	0.17
TRESPASSING	90	1.11
TRAFFIC STOP	1388	17.08
UNCONSCIOUS/FAINTING	11	0.14
UNCONSCIOUS/FAINTING II	4	0.05

Attachment: YTD cad calls August 2022 (10870 : DOERC - September 2022 Report)

09/01/22
09:03

DEPARTMENT OF EMERGENCY RESPONSE AND COMMUNICATION
Total CAD Calls Received, by Nature of Call

4402
Page: 3

Nature of Call	Total Calls Received	% of Total
UNKNOWN PROBLEM	30	0.37
VEHICLE COMPLAINT	142	1.75
VEHICLE FIRE	4	0.05
WARRANT ARREST	35	0.43
WATER PROBLEM/PUMPING DETAIL	1	0.01
PERSON WITH A WEAPON	13	0.16
WELFARE CHECK	161	1.98
WIRES DOWN	13	0.16
Total Calls:		8125

Report Includes:

All dates between `00:00:00 08/01/22` and `23:59:59 08/31/22`
 All nature of incidents
 All cities
 All types
 All priorities
 All agencies

*** End of Report /tmp/rptWPncaV-rpcdtccr.r1_2 ***

Attachment: YTD cad calls August 2022 (10870 : DOERC - September 2022 Report)

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Summary Information

Trunk	Total Calls	Call Category			Call Origin				Call Service (Incoming Only)				
		Emergency	Non-Emergency	Other	Incoming	Internal	Outgoing	Unknown	Wire-line	Wireless	VoIP	SMS	Unknown
Total	9,731	1,928	7,803	0	8,034	22	1,675	0	5,888	1,551	193	7	395

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Summary Information

Trunk	Call Process (Excluding Internal)									
	Outgoing	Callback	Abandoned (Emergency)				Unanswered	Answered		
			Not Serviced	Released	Serviced	Unserviceable		SMS	TDD	Voice
Total	1,607	68	13	3	71	0	395	7	9	7,536



Call Count by Call Types per Trunk Line

For (Trunk)



Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Detail Information

Trunk	Total Calls	Call Category			Call Origin				Call Service (Incoming Only)				
		Emergency	Non-Emergency	Other	Incoming	Internal	Outgoing	Unknown	Wire-line	Wireless	VoIP	SMS	Unknown
3-3311	1,457	0	1,457	0	1,457	0	0	0	1,453	0	0	0	4
3-3312	131	0	131	0	131	0	0	0	130	0	0	0	1
3-3313	12	0	12	0	12	0	0	0	12	0	0	0	0
3-5006	1,393	0	1,393	0	1,393	0	0	0	1,076	0	0	0	317
3-5007	225	0	225	0	225	0	0	0	164	0	0	0	61
3-7533	350	0	350	0	350	0	0	0	347	0	0	0	3
3-7534	278	0	278	0	278	0	0	0	277	0	0	0	1
6-2811	1,774	0	1,774	0	1,774	0	0	0	1,768	0	0	0	6
6-2812	276	0	276	0	276	0	0	0	275	0	0	0	1
6-2813	32	0	32	0	32	0	0	0	31	0	0	0	1
6-5604	268	0	268	0	268	0	0	0	268	0	0	0	0
Default	90	90	0	0	0	22	68	0	0	0	0	0	0
E-911-1	10	10	0	0	10	0	0	0	10	0	0	0	0
E-911-2	10	10	0	0	10	0	0	0	10	0	0	0	0
E-WLS-1	3	3	0	0	3	0	0	0	0	3	0	0	0
E-WLS-2	4	4	0	0	4	0	0	0	0	4	0	0	0
E-WLS-3	4	4	0	0	4	0	0	0	0	4	0	0	0

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Detail Information

Trunk	Call Process (Excluding Internal)									
	Outgoing	Callback	Abandoned (Emergency)				Unanswered	Answered		
			Not Serviced	Released	Serviced	Unserviceable		SMS	TDD	Voice
3-3311	0	0	0	0	0	0	4	0	0	1,453
3-3312	0	0	0	0	0	0	1	0	0	130
3-3313	0	0	0	0	0	0	0	0	0	12
3-5006	0	0	0	0	0	0	317	0	1	1,075
3-5007	0	0	0	0	0	0	61	0	0	164
3-7533	0	0	0	0	0	0	3	0	0	347
3-7534	0	0	0	0	0	0	1	0	0	277
6-2811	0	0	0	0	0	0	6	0	0	1,768
6-2812	0	0	0	0	0	0	1	0	0	275
6-2813	0	0	0	0	0	0	1	0	0	31
6-5604	0	0	0	0	0	0	0	0	0	268
Default	0	68	0	0	0	0	0	0	0	0
E-911-1	0	0	0	0	0	0	0	0	0	10
E-911-2	0	0	0	0	0	0	0	0	0	10
E-WLS-1	0	0	0	1	0	0	0	0	0	2
E-WLS-2	0	0	0	0	0	0	0	0	0	4
E-WLS-3	0	0	0	0	0	0	0	0	0	4

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Detail Information

Trunk	Total Calls	Call Category			Call Origin				Call Service (Incoming Only)				
		Emergency	Non-Emergency	Other	Incoming	Internal	Outgoing	Unknown	Wire-line	Wireless	VoIP	SMS	Unknown
LNG	7	7	0	0	7	0	0	0	0	0	0	7	0
M1K1A	223	0	223	0	0	0	223	0	0	0	0	0	0
M1K2A	1,381	0	1,381	0	0	0	1,381	0	0	0	0	0	0
M1K2B	3	0	3	0	0	0	3	0	0	0	0	0	0
S-911-1	135	135	0	0	135	0	0	0	33	3	99	0	0
S-911-2	131	131	0	0	131	0	0	0	32	5	94	0	0
S-WLS-1	504	504	0	0	504	0	0	0	2	502	0	0	0
S-WLS-2	515	515	0	0	515	0	0	0	0	515	0	0	0
S-WLS-3	510	510	0	0	510	0	0	0	0	510	0	0	0
S-WLS-4	2	2	0	0	2	0	0	0	0	2	0	0	0
S-WLS-5	1	1	0	0	1	0	0	0	0	1	0	0	0
S-WLS-6	2	2	0	0	2	0	0	0	0	2	0	0	0
Total	9,731	1,928	7,803	0	8,034	22	1,675	0	5,888	1,551	193	7	395

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Detail Information

Trunk	Call Process (Excluding Internal)									
	Outgoing	Callback	Abandoned (Emergency)				Unanswered	Answered		
			Not Serviced	Released	Serviced	Unserviceable		SMS	TDD	Voice
LNG	0	0	0	0	0	0	0	7	0	0
M1K1A	223	0	0	0	0	0	0	0	0	0
M1K2A	1,381	0	0	0	0	0	0	0	0	0
M1K2B	3	0	0	0	0	0	0	0	0	0
S-911-1	0	0	0	0	6	0	0	0	0	129
S-911-2	0	0	0	0	7	0	0	0	0	124
S-WLS-1	0	0	5	1	25	0	0	0	3	470
S-WLS-2	0	0	5	0	14	0	0	0	2	494
S-WLS-3	0	0	3	0	19	0	0	0	3	485
S-WLS-4	0	0	0	0	0	0	0	0	0	2
S-WLS-5	0	0	0	0	0	0	0	0	0	1
S-WLS-6	0	0	0	1	0	0	0	0	0	1
Total	1,607	68	13	3	71	0	395	7	9	7,536

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

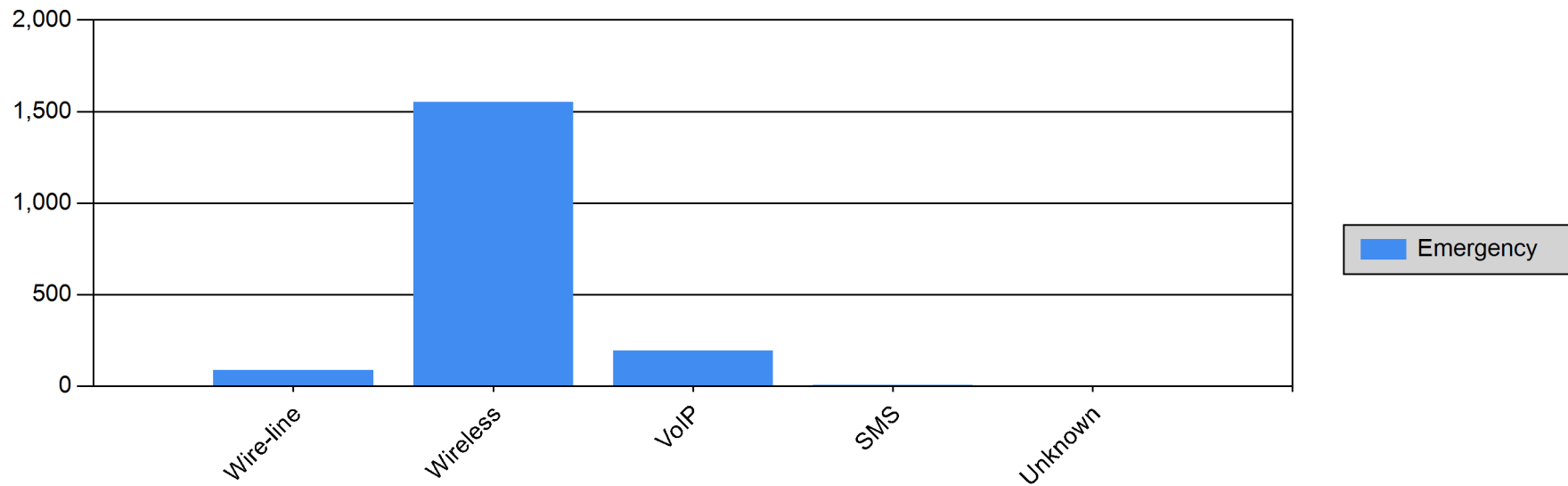
Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Summary Chart

Call Count by Call Service (Incoming)



Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

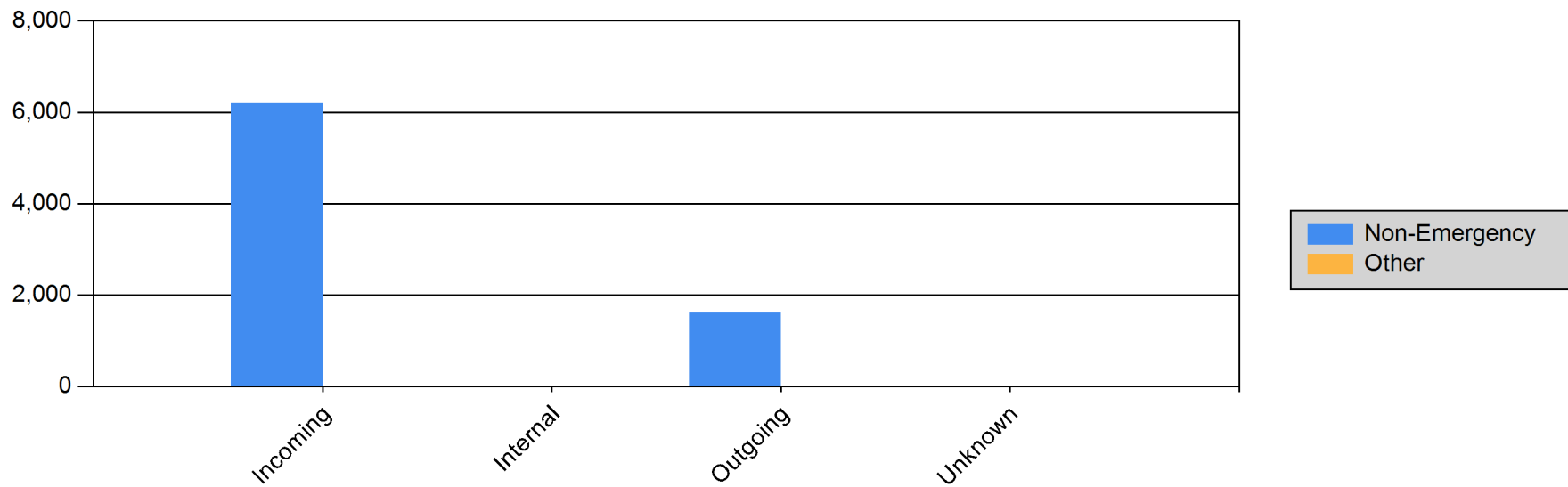
Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Summary Chart

Call Count by Call Origin



Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

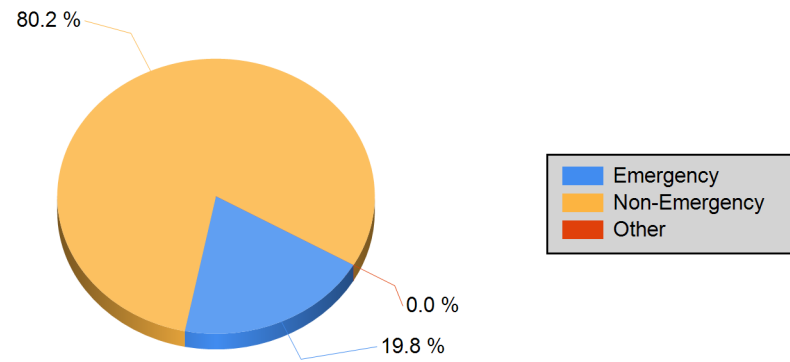
Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

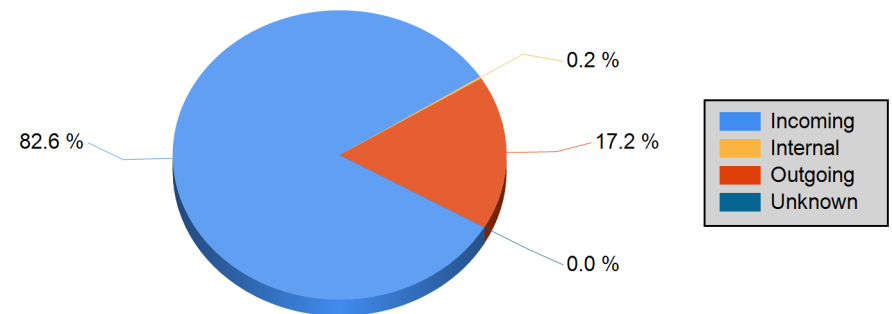
Filter Criteria:

Detail Chart

Call Count by Call Category



Call Count by Call Origin



Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

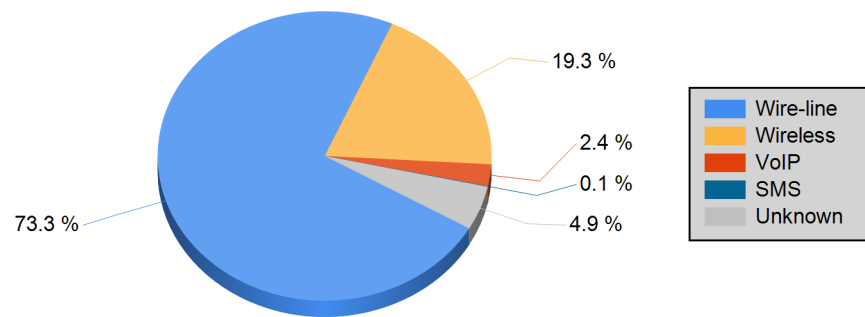
Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

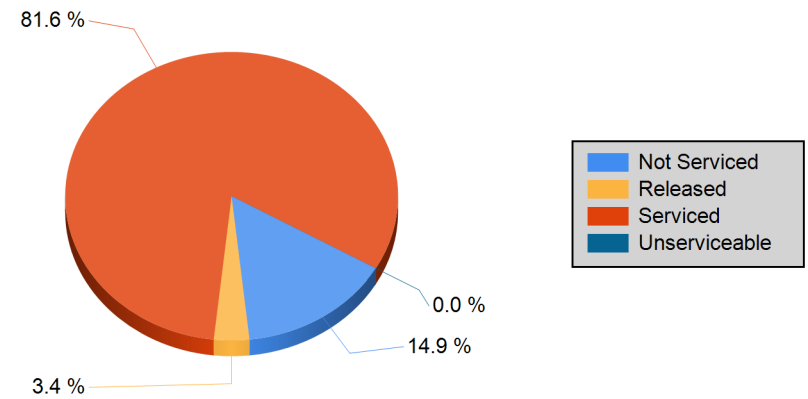
Filter Criteria:

Detail Chart

Call Count by Call Service (Incoming)



Call Count by Call Type by Abandoned (Emergency)



Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Report Description

Report Definition: Provides the total number of processed calls per category and type for the specified date range and filter criteria. The possible call types are:

- Call Category:
 - Emergency – Emergency call processed on either an incoming or outgoing trunk, or an SMS conversation between a caller and an agent.
 - Non-Emergency – Non-emergency call processed either on an incoming or outgoing line.
 - Other – Internal call (within the site) processed on an intercom, and any other non-emergency or non-administrative call.
- Call Origin:
 - Incoming – Call that originated from outside the site; it can be an Emergency call or a Non-Emergency call.
 - Internal – Console to Console call within the site.
 - Outgoing – New call that originated from a Console to external location outside of the call center; it can be an Emergency call (call back from an abandoned call) or Non-Emergency call. (Transfers are not included here.)
 - Unknown – Call for which we have insufficient data to determine the call origin.
- Call Service (Incoming Only):
 - Wire-line – Incoming call that was transmitted through a wire or cable.
 - Wireless – Incoming call that was transmitted through the air using a mobile telephone.
 - VoIP (Voice over Internet Protocol) – Incoming call that was transmitted over a data network using the Internet Protocol.
 - SMS (Short Message Service) – Emergency incoming call (text message) that was transmitted through the air typically using a mobile device.
 - Unknown – Incoming call for which we have insufficient data to determine the call service.
- Call Process (Excluding Internal):
 - Outgoing – New call that originated from a Console to external location outside of the call center. This count includes calls with the call process subtype of Outgoing Callback; Outgoing Callbacks are calls in which the agent is calling back a number associated with a previous call some time later.
 - Callback – Abandoned Callbacks are outgoing calls in which the agent is calling back a number associated with a hung up call soon after it was received.
 - Abandoned – Emergency call where the caller hung up before the call was answered. Abandoned calls include:
 - Not Serviced calls – Abandoned call where the calling party's number was recorded but the system did not find any call where the agent called the caller back.
 - Serviced calls – Abandoned call where the calling party's number was recorded and the system found that the agent called the caller back.
 - Unserviceable – Abandoned call where the calling party's number was not recorded or was invalid, so the agent could not call the caller back.
 - Unanswered – Non-Emergency call that was not answered by any agent within the site.

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Report Description

- Answered – Call that was answered by at least one agent within the site. Answered calls include:
 - TDD – Call that contained and transmitted teletype characters (alphanumeric).
 - Voice – Call that contained only sound waves and no teletype characters.

Users select the row detail or member for the call count report. Typically they may count calls for agents, consoles, trunks, and so on. The users may also choose to include up to two grouping levels. So, for example, the report could count calls received by Agents, grouped by Site and Class of Service (COS).

Report Notes: User defined area

Glossary of Terms

Field	Description
Report Heading Information (no field title)	The information that applies to the entire report.
For (row detail)	The lowest level (row detail) of the report. This is the focus or lowest granularity on the report. For example, if reporting on the calls processed for each Xfer/Conf Target, each Xfer/Conf Target would be shown on a row in the detail section of the report. When defining the contents of the report on Analytics's Report Criteria page, it is the last group selected. (It can also be the only group selected.)
Creation Date	Date and time the report was produced.
Grouping	Selected hierarchical level and classifications of the requested data (for example, Level 1: Site; Members: Agent Group). Level 1 is the top level of grouping on the report. Level 2 is the mid-level group, and Members is the bottom or row level. The bottom level defines the lowest level of information on the report.

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Report Description

Glossary of Terms

Field	Description
Date Range	Specified beginning and ending dates and times for the requested data.
Filter Criteria	Selected criteria that determine what data is included or excluded from the report.
Summary Information	The report data summarized by the highest grouping level (first selected group). Lower grouping levels and detail information are not shown in the summary section.
Highest grouping level (no field titles on report)	Top level group (column heading) and its members (line items) to which the displayed data applies, for example, "Sites" (column heading) and "ABC Call Center" (line item).
Total Calls	Total calls processed for the line item (member).
Emergency (Call Category)	Total emergency calls, including SMS, processed for the line item (member). <i>Total Calls = Emergency + Non-Emergency + Other</i>
Non-Emergency (Call Category)	Total non-emergency calls processed for the line item (member). <i>Total Calls = Emergency + Non-Emergency + Other</i>
Other (Call Category)	Total intercom calls (in the site) processed for the line item (member). <i>Total Calls = Emergency + Non-Emergency + Other</i>
Incoming (Call Origin)	Total incoming calls (to the site), including SMS, for the line item (member). <i>Total Calls = Incoming + Internal + Outgoing + Unknown</i>

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Report Description

Glossary of Terms

Field	Description
Internal (Call Origin)	Total internal calls (within the site) for the line item (member). A console to console call is classified as internal. <i>Total Calls = Incoming + Internal + Outgoing + Unknown</i>
Outgoing (Call Origin)	Total outgoing calls (from the site) for the line item (member). <i>Total Calls = Incoming + Internal + Outgoing + Unknown</i>
Unknown (Call Origin)	Total unknown calls (to the site) for the line item (member). <i>Total Calls = Incoming + Internal + Outgoing + Unknown</i>
Wire-line (Call Service)	Total land line calls processed for the line item (member). <i>Total Incoming Calls = Wire-line + Wireless + VoIP + SMS + Unknown</i>
Wireless (Call Service)	Total mobile calls processed for the line item (member). Note: When calls are determined to be Wireless and VoIP by the Class of Service (COS) in the location information (ALI), some customers who have wireless trunk groups will not have some of their calls classified as wireless if the calls did not contain ALI with the Wireless COS. <i>Total Incoming Calls = Wire-line + Wireless + VoIP + SMS + Unknown</i>

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Report Description

Glossary of Terms

Field	Description
VoIP (Call Service)	Total internet calls processed for the line item (member). <i>Total Incoming Calls = Wire-line + Wireless + VoIP + SMS + Unknown</i>
SMS (Call Service)	Total SMS calls processed for the line item (member). <i>Total Incoming Calls = Wire-line + Wireless + VoIP + SMS + Unknown</i>
Unknown (Call Service)	Total unknown calls processed for the line item (member). <i>Total Incoming Calls = Wire-line + Wireless + VoIP + SMS + Unknown</i>
Outgoing (Call Process)	Total outgoing calls (from the site) for the line item (member). Note: Outgoing Callback calls are included in the Outgoing Call Process. <i>Total Outgoing Calls = Outgoing + Callback</i>
Callback (Call Process)	Total calls with an agent callback for the line item (member). <i>Total Outgoing Calls = Outgoing + Callback</i>
Abandoned Not Serviced (Call Process)	Total abandoned calls, including SMS, that have not been found to have been serviced for the line item (member). <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Report Description

Glossary of Terms

Field	Description
Abandoned Serviced (Call Process)	Total abandoned calls, including SMS, that have been found to have been serviced for the line item (member). <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Abandoned Unserviceable (Call Process)	Total unserviceable abandoned calls, including SMS, for the line item (member). <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Unanswered (Call Process)	Total calls unanswered for the line item (member). <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Answered SMS (Call Process)	Total SMS calls answered for the line item (member). <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Answered TDD (Call Process)	Total calls with recorded teletype characters for the line item (member). <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Answered Voice (Call Process)	Total calls answered for the line item (member). <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Total	The sum of all of the line items under the column where it appears (Grand Total)
Detail Information	The requested report data by the selected grouping order.

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Report Description

Glossary of Terms

Field	Description
Groups (no field title on the report)	Group names or classifications and the members included within the groups. Members not included in the selected groups are merged in the "Other" groups so that the total call volume includes all calls except those removed by filtering. So, for example, if an Agent group was created that did not include all possible agents, some calls would potentially not be included within the Agent group. These calls would then be assigned to the Other group (all agents that were not included in the Agent group) so that the report totals reflected on the report would represent the total calls received for the date range and filter criteria applied. Events that do not contain a target member will be displayed in a row labeled "None" when the lowest level of items is included. However, if the report does not include the lowest tier of the group, the events with missing members will be shown in the group called "Other." If the Event contains a grouping/row member, but the member was not included in a tier when the group was created, the event will be counted and displayed in the "Other" row and, if the report has additional groups, it will be included in the Other group. <i>To reduce the number of events in the Other row, Airbus DS Communications recommends that all members be assigned to one of the grouping elements included in the grouping tier.</i> An example of "None" can be best seen by using a Call Count report where the lowest grouping level = Xfer/Conf Target. The calls that were not transferred will be shown in the "None" row, since no Xfer/Conf Target was used (for the transfer). <i>To reduce the number of events categorized as None, Airbus DS Communications recommends that you include a filter to exclude these items when requesting the report.</i>
Total Calls	Total calls processed for the line item (member) and for the lowest level.

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Report Description

Glossary of Terms

Field	Description
Emergency (Call Category)	Total emergency calls, including SMS, processed for the line item (member) and for the lowest level. <i>Total Calls = Emergency + Non-Emergency + Other</i>
Non-Emergency (Call Category)	Total non-emergency calls processed for the line item (member) and for the lowest level. <i>Total Calls = Emergency + Non-Emergency + Other</i>
Other (Call Category)	Total intercom calls (in the site) processed for the line item (member) and for the lowest level. <i>Total Calls = Emergency + Non-Emergency + Other</i>
Incoming (Call Origin)	Total incoming calls (to the site), including SMS, for the line item (member) and for the lowest level. <i>Total Calls = Incoming + Internal + Outgoing + Unknown</i>
Internal (Call Origin)	Total internal calls (within the site) for the line item (member) and for the lowest level. A console to console call is classified as internal. <i>Total Calls = Incoming + Internal + Outgoing + Unknown</i>
Outgoing (Call Origin)	Total outgoing calls (from the site) for the line item (member) and for the lowest level. <i>Total Calls = Incoming + Internal + Outgoing + Unknown</i>

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Report Description

Glossary of Terms

Field	Description
Unknown (Call Origin)	Total unknown calls (to the site) for the line item (member) and for the lowest level. <i>Total Calls = Incoming + Internal + Outgoing + Unknown</i>
Wire-line (Call Service)	Total land line calls processed for the line item (member) and for the lowest level. <i>Total Incoming Calls = Wire-line + Wireless + VoIP + SMS + Unknown</i>
Wireless (Call Service)	Total mobile calls processed for the line item (member) and for the lowest level. Note: When calls are determined to be Wireless and VoIP by the Class of Service (COS) in the location information (ALI), some customers who have wireless trunk groups will not have some of their calls classified as wireless if the calls did not contain ALI with the Wireless COS. <i>Total Incoming Calls = Wire-line + Wireless + VoIP + SMS + Unknown</i>
VoIP (Call Service)	Total internet calls processed for the line item (member) and for the lowest level. <i>Total Incoming Calls = Wire-line + Wireless + VoIP + SMS + Unknown</i>
SMS (Call Service)	Total SMS calls processed for the line item (member) and for the lowest level. <i>Total Incoming Calls = Wire-line + Wireless + VoIP + SMS + Unknown</i>

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Report Description

Glossary of Terms

Field	Description
Unknown (Call Service)	Total unknown calls processed for the line item (member) and for the lowest level. <i>Total Incoming Calls = Wire-line + Wireless + VoIP + SMS + Unknown</i>
Outgoing (Call Process)	Total outgoing calls (from the site) for the line item (member) and for the lowest level. Note: Outgoing callback calls are included in the Outgoing Call Process. <i>Total Outgoing Calls = Outgoing + Callback</i>
Callback (Call Process)	Total calls with an agent callback for the line item (member) and for the lowest level. <i>Total Outgoing Calls = Outgoing + Callback</i>
Abandoned Not Serviced (Call Process)	Total abandoned calls that have not been found to have been serviced for the line item (member) and for the lowest level. <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Abandoned Serviced (Call Process)	Total abandoned calls that have been found to have been serviced for the line item (member) and for the lowest level. <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>

Call Count by Call Types per Trunk Line

For (Trunk)

Creation Date: 09/01/2022 09:13:33 AM

Grouping: Trunk

Date Range: 08/01/2022 12:00:00 AM - 08/31/2022 11:59:59 PM

Filter Criteria:

Report Description

Glossary of Terms

Field	Description
Abandoned Unserviceable (Call Process)	Total unserviceable abandoned calls for the line item (member) and for the lowest level. <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Unanswered (Call Process)	Total calls unanswered for the line item (member) and for the lowest level. <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Answered SMS (Call Process)	Total SMS calls answered for the line item (member) and for the lowest level. <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Answered TDD (Call Process)	Total calls with recorded teletype characters for the line item (member) and for the lowest level. <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Answered Voice (Call Process)	Total calls answered for the line item (member) and for the lowest level. <i>Total Incoming Calls = Not Serviced + Serviced + Unserviceable + Unanswered + TDD + Voice + SMS</i>
Total (Sub-total)	Sub-total of all of the line items under the column where it appears.
Total (Grand Total)	The sum of all of the sub-totals under the column where it appears.

Cortland County Coroner

2022 Death Report

<u>January</u> 10 deaths 3 autopsies	<u>February</u> 10 deaths 3 autopsies	<u>March</u> 11 deaths 5 autopsies
<u>April</u> Deaths 10 3 Autopsies	<u>May</u> Deaths 5 Autopsies 3	<u>June</u> deaths autopsies
<u>July</u> deaths autopsies	<u>August</u> Deaths 9 Autopsies 4	<u>September</u> deaths autopsies
<u>October</u> deaths autopsies	<u>November</u> deaths autopsies	<u>December</u> deaths autopsies

Cortland County Jail

4.7.a

Total Inmate Day Report

From Period 08/01/2022 Through 08/31/2022

All County/Non-County Inmates

Date	Male	Female	Total Days
08/01/2022	52	9	61
08/02/2022	49	10	59
08/03/2022	49	10	59
08/04/2022	55	10	65
08/05/2022	55	10	65
08/06/2022	54	10	64
08/07/2022	54	9	63
08/08/2022	54	9	63
08/09/2022	57	9	66
08/10/2022	57	11	68
08/11/2022	58	10	68
08/12/2022	60	9	69
08/13/2022	59	9	68
08/14/2022	57	9	66
08/15/2022	59	9	68
08/16/2022	58	10	68
08/17/2022	56	8	64
08/18/2022	55	8	63
08/19/2022	55	7	62
08/20/2022	56	7	63
08/21/2022	55	8	63
08/22/2022	56	7	63
08/23/2022	57	7	64
08/24/2022	59	8	67
08/25/2022	60	8	68
08/26/2022	58	9	67
08/27/2022	58	10	68
08/28/2022	57	13	70
08/29/2022	58	11	69
08/30/2022	60	11	71
08/31/2022	58	11	69
Totals	1,745	286	2,031

Attachment: August 2022 Total Inmate Count (10924 : August 2022 Jail Inmate Count)