



Cortland County Legislature

Legislative Session

Legislative Chambers
Cortland, NY 13045
<http://www.cortland-co.org>

~ Minutes ~

Thursday, February 25, 2021

6:00 PM

Board Room

Salute to the Flag

Call to Order

The meeting was called to order at 6:00 PM by Chairman Paul Heider

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Legislator	Remote	
Beau Harbin	Cortland County, NY	Minority Leader	Remote	
Cathy Bischoff	Cortland County, NY	Legislator	Present	
Ronald J. Van Dee	Cortland County, NY	Legislator	Present	
Susan Wilson	Cortland County, NY	Legislator	Present	
Richard Stock	Cortland County, NY	Legislator	Present	
Ann Homer	Cortland County, NY	Legislator	Remote	
Kevin Fitch	Cortland County, NY	Legislator	Present	
Linda Jones	Cortland County, NY	Legislator	Remote	
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Remote	
Christopher Newell	Cortland County, NY	Legislator	Present	
Joseph Nauseef	Cortland County, NY	Legislator	Remote	
Eugene Waldbauer	Cortland County, NY	Legislator	Present	
Sandra Price	Cortland County, NY	Legislator	Remote	
George Wagner	Cortland County, NY	Majority Leader	Excused	
Paul Heider	Cortland County, NY	Chairman	Present	
Mitchel Eccleston	Cortland County, NY	Legislator	Present	
Eric Mulvihill	Cortland County, NY	Clerk, of the Legislature	Present	
Elizabeth Tommey	Cortland County, NY	New York Council on Problem Gambling	Remote	

Aaron Baier	Cortland County, NY	Access to Independence	Remote	
Charles Miller	Cortland County, NY	Buildings and Grounds Supervisor	Remote	
Karen Howe	Cortland County, NY	County Attorney	Present	
Nicole Anjeski	Cortland County, NY	Deputy Director of Public Health	Remote	
Lisa Perfetti	Cortland County, NY	Public Health Director	Remote	
Budd Rigg	Cortland County, NY	Undersheriff	Present	

Roll Call

Approval of Minutes

Cortland County Legislature - Legislative Session - Jan 28, 2021 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Christopher Newell, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

Proclamations & Recognitions

Privilege of the Floor

Presentation of Petitions, Communications, and Notice

1. Directing the County Treasurer Not to Hold Any Property Tax Foreclosure Auctions or Foreclose on Any Properties Until May 1

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

Receive and File

Reports of Standing, Special and Ad Hoc Committees

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

Resolutions from the Chair

AGENDA ITEM NO. 1 – Appoint Member - Cortland County Board of Ethics

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Chairman
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF HEIDER

RESOLUTION NO. 20-21

Appoint Member - Cortland County Board of Ethics

WHEREAS, On August 28, 2008, the Cortland County Legislature adopted Local Law 2 of 2008 “Adopting a County Code of Ethics and Requiring Financial Disclosure by Certain County Officials and Employees”, AND

WHEREAS, Local Law 2 of 2008 establishes a five-member County Board of Ethics, charged with the general responsibility for ensuring full compliance with the Code of Ethics and disclosure and which shall serve at the pleasure of the Cortland County Legislature, NOW THEREFORE BE IT

RESOLVED, that the following is hereby appointed to the Board of Ethics for the term designated:

Arthur Meldrim - Community Member- term to expire December 31, 2024

Referred from Building & Grounds Committee

AGENDA ITEM NO. 2 – Extend Temporary Full Time Building Custodian Position - Buildings & Grounds Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Eugene Waldbauer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF HARBIN

RESOLUTION NO. 21-21

Extend Temporary Full Time Building Custodian Position - Buildings & Grounds Department

WHEREAS, one (1) temporary full-time Custodian position was created for the Cortland County Buildings & Grounds Department on September 25, 2020 per Resolution 275-20, AND

WHEREAS, there was a need to extend one (1) temporary full-time Custodian position after the original expiration date of March 26, 2021, AND

WHEREAS, the Buildings & Grounds Committee recommends the extension of this position, NOW THEREFORE, BE IT

RESOLVED, that one (1) temporary full-time position of Custodian in the Buildings & Grounds Department be extended and to now expire on either September 26, 2021 at 12:01 A.M., or when the

encumbered employee returns.

AGENDA ITEM NO. 3 – Authorize Agreement with March Associates for Legislative Modernization Plan & Establish a Capital Improvement Project

RESULT:	ADOPTED [13 TO 3]
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Newell, Waldbauer, Price, Heider, Eccleston
NAYS:	Linda Jones, Kelly L. Fairchild-Preston, Joseph Nauseef
EXCUSED:	George Wagner

ON MOTION OF HARBIN

RESOLUTION NO. 22-21

Authorize Agreement with March Associates for Legislative Modernization Plan & Establish a Capital Improvement Project

WHEREAS, due to the immediate and potential long term impacts of the COVID-19 virus, the Cortland County Legislative Chambers located at 60 Central Avenue have become unsafe and antiquated, AND

WHEREAS, in order to facilitate proper social distancing and meet the requirements of modern electronic meeting access and public transparency there is a need to look at options for the location and redevelopment of Legislative chambers, AND

WHEREAS, because of the architectural limitations of the County Office Building itself it is necessary to understand all the options available (renovating the existing space or moving Legislative chambers to the auditorium) and potential costs, benefits and drawback for those options, AND

WHEREAS, the need for modernizing audio/visual technology is required to provide flexibility and accessibility for Legislative meetings wherever they might be held, AND

WHEREAS, the Clerk of the Legislature has received a proposal from March Associates, Architects and Planners, PC, 258 Genesee Street, Suite 300, Utica, NY 13502, to provide a professional analysis of the available options and provide conceptual level architectural floor plans as well as an estimate of anticipated construction costs at a cost not to exceed \$9,000.00, AND

WHEREAS, the Legislature has funds available in its professional services line, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby authorizes the County Administrator upon review of the County Attorney or designee to enter into an agreement with March Associates, Architects and Planners, PC, 258 Genesee Street, Suite 300, Utica, NY 13502, to provide conceptual plans for the modernization of Legislative Chambers within the County Office Building in order to provide for a more modern, efficient, safe and accessible Cortland County Legislative Chamber.

Referred from Highway Committee

AGENDA ITEM NO. 4 – Appoint/Reappoint Members to the Dwyer Memorial Park Advisory Board - Highway Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christopher Newell, Legislator
SECONDER:	Kevin Fitch, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF NEWELL

RESOLUTION NO. 23-21

Appoint/Reappoint Members to the Dwyer Memorial Park Advisory Board - Highway Department

WHEREAS, the Cortland County Legislature adopted Resolution No. 298-18 to Establish The Dwyer Memorial Park Citizen's Advisory Committee , AND

WHEREAS, the Committee provides recommendations and feedback regarding current and future use of the park, NOW THEREFORE BE IT

RESOLVED, that in accordance with the recommendation of the Cortland County Legislature's Highway Committee, the following names are hereby approved for service on said Committee for a term to expire on December 31, 2021.

Linda Jones - 2087 E. River, Cortland NY 13045
 Larry Jones - 2087 E. River, Cortland NY 13045
 Judah Currie - 6559 Steger Rd, Preble NY 13141
 Daron Foster - 5771 Hights Gulf Rd, Cortland NY 13045
 Mike Thayer - 280 Route 90 Cortland, NY 13045

AGENDA ITEM NO. 5 – Authorize Write Off of Outstanding Landfill Tipping Fees from 2015-2018 - Highway Department Division of Solid Waste

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christopher Newell, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF NEWELL

RESOLUTION NO. 24-21

Authorize Write Off of Outstanding Landfill Tipping Fees from 2015-2018 - Highway Department Division of Solid Waste

WHEREAS, the Cortland County Highway Department's Division of Solid Waste charges landfill fees to its customers, AND

WHEREAS, the Solid Waste Division has on its books numerous delinquent accounts for past due landfill fees and interest, AND

WHEREAS, the Cortland County Finance Department believes that the ability of the County to effectively collect on outstanding landfill fees has become a cumbersome activity and the likelihood of collecting is extremely minimal, AND

WHEREAS, many of the delinquent accounts for outstanding landfill fees and interest would be carried forward and recorded as revenue at the end of the 2015 fiscal year through the 2018 fiscal year; totaling \$31,787.33 worth of uncollected revenue, AND

WHEREAS, it is the desire of the Division of Solid Waste and Director of Budget and Finance to clean up the financial records and avoid carry-over of accounts receivables as available revenue, with minimal possibility of collection, AND

WHEREAS, the Highway Committee agrees that writing off delinquent accounts receivable would provide a more accurate forecast of collectible department revenues, NOW THEREFORE BE IT

RESOLVED that the Cortland County Legislature hereby authorizes the Director of Finance and the Cortland County Highway department Division of Solid Waste to take appropriate action to remove as available revenue from the financial records those delinquent accounts receivables, which total \$31,787.33 beginning from the year 2015 through 2018, AND BE IT FURTHER

RESOLVED that this change to the financial records does not terminate the obligation of payment from listed parties and collection action will continue in Highway Department's Division of Solid Waste to pursue any parties owing outstanding landfill charges and accrued interest with those parties required to pay in full prior to any future landfill credit extension.

Referred from Health & Human Services Committee

AGENDA ITEM NO. 6 – Amend 2021 Budget/Re-Appropriation of 2020 Families First Coronavirus Response Act (FFCRA) Nutrition Services – Title IIIC Funds - Area Agency on Aging

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Homer, Legislator
SECONDER:	Paul Heider, Chairman
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF BISCHOFF

RESOLUTION NO. 25-21

Amend 2021 Budget/Re-Appropriation of 2020 Families First Coronavirus Response Act (FFCRA) Nutrition Services – Title IIIC Funds - Area Agency on Aging

WHEREAS, the New York State Office for the Aging has made available funds under the HDC2 Families First Coronavirus Response Act (FFCRA) for Nutrition Services, for the period of April 1, 2020 through September 30, 2021, AND

WHEREAS, the grant had funds in the amount of \$18,858 remaining at the end of 2020, which need to be rolled over in order to be expended within the remainder of the grant year, NOW THEREFORE BE IT

RESOLVED, that the 2021 County Budget be and hereby is amended as follows:

Increase:

Revenues:

A677444-44772 4340	Federal Aid - Title IIIC	-\$18,858
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Expenses:

A67745-51005 4340	Personal	+\$13,401
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A67745-58030 4340	FICA	+\$1,025
A67745-58040 4340	Workers Comp	+\$591
A67745-54004 4340	Computer Software	+3,841
Total		\$18,858

AGENDA ITEM NO. 7 – Amend 2021 Budget/Re-Appropriation of Coronavirus Aid, Relief and Economic Security Act (CARES) Nutrition Services – Title IIIC Funds - Area Agency on Aging

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Homer, Legislator
SECONDER:	Paul Heider, Chairman
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF BISCHOFF

RESOLUTION NO. 26-21

Amend 2021 Budget/Re-Appropriation of Coronavirus Aid, Relief and Economic Security Act (CARES) Nutrition Services – Title IIIC Funds - Area Agency on Aging

WHEREAS, the New York State Office for the Aging has made available funds under the HDC3 Coronavirus Aid, Relief and Economic Security Act (CARES) for Nutrition Services, for the period of April 1, 2020 through September 30, 2021, AND

WHEREAS, the grant had funds in the amount of \$6,219 remaining at the end of 2020, which need to be rolled over in order to be expended within the remainder of the grant year, NOW THEREFORE BE IT

RESOLVED, that the 2021 County Budget be and hereby is amended as follows:

Increase:

Revenues:

A677444-44772 4340	Federal Aid - Title IIIC	-\$6,219
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Expenses:

A67745-51005 4340	Personal	+\$4,915
A67745-58030 4340	FICA	+\$376
A67745-58040 4340	Workers Comp	+\$249
A67745-54060 4340	Legal / Advertising	+\$679
Total		\$6,219

AGENDA ITEM NO. 8 – Amend 2021 Budget/Re-Appropriation of 2020 Family Caregiver Support Program – Title III E Funds - Area Agency on Aging

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Homer, Legislator
SECONDER:	Paul Heider, Chairman
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF BISCHOFF

RESOLUTION NO. 27-21

Amend 2021 Budget/Re-Appropriation of 2020 Family Caregiver Support Program – Title III E Funds - Area Agency on Aging

WHEREAS, the New York State Office for the Aging has made available funds under the FCC3 Coronavirus Aid, Relief and Economic Security Act (CARES) for Family Caregiver Support Program, for the period of April 1, 2020 through September 30, 2021, AND

WHEREAS, the grant had funds in the amount of \$7,180 remaining at the end of 2020, which need to be rolled over in order to be expended within the remainder of the grant year, NOW THEREFORE BE IT

RESOLVED, that the 2021 County Budget be and hereby is amended as follows:

Increase:

Revenues:

A677244-44772 4332	Federal Aid - Title III E	-\$7,180
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Expenses:

A67725-52060 4332	Computer Equipment	+\$1,500
A67725-54055 4332	Professional Services	+\$2,000
A67725-54800 4332	Program Expense	+\$1,500
A67725-54005 4332	Office Materials & Supplies	+\$1,430
A67725-54060 4332	Legal / Advertising	+\$750

Total	\$7,180
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AGENDA ITEM NO. 9 – Amend 2021 Budget/Re-Appropriation of 2020 NYConnects – Aging and Disability Resource Center (ADRC) Funds - Area Agency on Aging

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Homer, Legislator
SECONDER:	Paul Heider, Chairman
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

Amend 2021 Budget/Re-Appropriation of 2020 NYConnects – Aging and Disability Resource Center (ADRC) Funds - Area Agency on Aging

WHEREAS, the New York State Office for the Aging has made available funds under the Coronavirus Preparedness and Response Supplemental Appropriations Act, for the period of April 1, 2020 through September 30, 2021, AND

WHEREAS, the grant had funds in the amount of \$22,999 remaining at the end of 2020, which need to be rolled over in order to be expended within the remainder of the grant year, NOW THEREFORE BE IT

RESOLVED, that the 2021 County Budget be and hereby is amended as follows:

Increase:

Revenues:

A677243-43772 17BIP	State Aid - NYConnects-\$22,999
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Expenses:

A67725-51005 17BIP	Personal	+\$20,523
A67725-58030 17BIP	FICA	+\$1,570
A67725-58040 17BIP	Workers Comp	+\$906
Total		\$22,999

AGENDA ITEM NO. 10 – Amend 2021 Budget/Re-Appropriation of 2020 State Transportation Funds - Area Agency on Aging

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Homer, Legislator
SECONDER:	Paul Heider, Chairman
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

Amend 2021 Budget/Re-Appropriation of 2020 State Transportation Funds - Area Agency on Aging

WHEREAS, the Area Agency on Aging receives transportation funding from the New York State Office for Aging, AND

WHEREAS, transportation funding for the Area Agency on Aging is allocated annually for the period of April 1 through March 31, AND

WHEREAS, the Area Agency on Aging has unexpended transportation funds in the amount of \$5,564 for the 2020/2021 allocation, AND

WHEREAS, unexpended funds in the amount of \$5,564 need to be added to the 2021 County budget, NOW THEREFORE BE IT

RESOLVED, that the 2021 County Budget be and hereby is amended as follows:

Increase:

Revenues:

A677243-43772 4339	State Aid - Transportation	-\$5,564
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Expenses:

A67725-54049 4339	Transportation	+\$5,564
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AGENDA ITEM NO. 11 – Amend 2021 Budget/Re-Appropriation of 2020 Supportive Services– Title IIIB Funds - Area Agency on Aging

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Homer, Legislator
SECONDER:	Paul Heider, Chairman
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF BISCHOFF

RESOLUTION NO. 30-21

Amend 2021 Budget/Re-Appropriation of 2020 Supportive Services– Title IIIB Funds - Area Agency on Aging

WHEREAS, the New York State Office for the Aging has made available funds under the SSC3 Coronavirus Aid, Relief and Economic Security Act (CARES) for Supportive Services, for the period of April 1, 2020 through September 30, 2021, AND

WHEREAS, the grant had funds in the amount of \$17,940 remaining at the end of 2020, which need to be rolled over in order to be expended within the remainder of the grant year, NOW THEREFORE BE IT

RESOLVED, that the 2021 County Budget be and hereby is amended as follows:

Increase:

Revenues:

A677244-44772 4330	Federal Aid - Title IIIB	-\$17,940
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Expenses:

A67725-52060 4330	Computer Equipment	+\$10,000
A67725-54060 4330	Legal / Advertising	+\$4,500
A67725-54005 4330	Office Materials & Supplies	+\$3440

Total

\$17,940

AGENDA ITEM NO. 12 – Accept Grant Funds - Redlich Horwitz Foundation Families First Readiness - Department of Social Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF BISCHOFF

RESOLUTION NO. 31-21

Accept Grant Funds - Redlich Horwitz Foundation Families First Readiness - Department of Social Services

WHEREAS, the Redlich Horwitz Foundation has granted the Cortland County Department of Social Services \$10,000 to spend towards Families First Readiness including the provision of intense in-home supports to step down youths currently in congregate care, AND

WHEREAS, the Department of Social Services intends to use the grant money to purchase increased hours of service under a current contractual arrangement with Elmcrest Children's Services, NOW THEREFORE BE IT

RESOLVED, that the grant funds be accepted, and the 2021 County Budget be amended as follows:

Increase:

Expense:

A60105.56070	Services for Recipients	\$10,000.00
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Revenue:

A601042.42705.RHF	Gifts and Donations	\$10,000.00
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AGENDA ITEM NO. 13 – Authorize Agreement/Amend 2021 Budget - Cayuga Addiction Recovery Services - Department of Social Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Susan Wilson, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF BISCHOFF

RESOLUTION NO. 32-21

Authorize Agreement/Amend 2021 Budget - Cayuga Addiction Recovery Services - Department of Social Services

WHEREAS, the NYS Office of Children and Family Services has allocated federal Child Abuse Prevention and Treatment Act (CAPTA) Comprehensive Addiction and Recovery Act of 2016 (CARA)

funds to Cortland County and all counties in New York State to help improve their response to families and infants affected by substance use disorders, AND

WHEREAS, Cayuga Addictions Recover Services (CARS) is an authorized provider of behavioral health services and has the expertise for this partnership, AND

WHEREAS, the \$50,000.00 in funding needed for this Agreement is provided through a State allocation of federal money and will be paid from Account A60105.54800.4695 titled Admin – Behavioral Health and the revenue will be posted in Account A601044.44689.4695, NOW THEREFORE BE IT

RESOLVED, the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign an Agreement for the time period of March 1, 2021 through November 30, 2021 with CARS in an amount not to exceed \$50,000, AND BE IT FURTHER

RESOLVED, that the 2021 County budget be amended as follows:

Increase

Expense:

A60105.54800.4695	Admin – Behavioral Health	\$50,000.00
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Increase

Revenue:

A601044.44689.4695	Federal Admin	\$50,000.00
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AGENDA ITEM NO. 14 – Appoint/Reappoint Community Services Board and Subcommittee Members - Mental Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF BISCHOFF

RESOLUTION NO. 33-21

Appoint/Reappoint Community Services Board and Subcommittee Members - Mental Health Department

WHEREAS, the Bylaws of the Cortland County Community Services Board (CSB), Article 3, Section 1 states that membership of the organization shall consist of (15) fifteen members appointed by the Cortland County Legislature, and Article 7, Section 1 states that the which states that membership of the Mental Health (MH), Developmental Disability (DD) and Chemical Dependence (CD) Subcommittees shall consist of nine (9) members appointed by the Cortland County Legislature, AND

WHEREAS, the term of each member of the Board and Subcommittees shall be four years except when completing the term created by a member resignation**, AND

WHEREAS, members may serve for a maximum of two consecutive terms unless no recruitment is available, AND

WHEREAS, first terms have expired for the some members of the Cortland County Community Services Board and three Subcommittees, and one new member has been nominated to fill a vacancy on the Developmental Disability Subcommittee, AND

WHEREAS, second terms have expired for the some members of the Cortland County Community Services Board and CD Subcommittee, and vacancies have incurred due to member resignations and new members have been nominated to fill these vacancies, NOW THEREFORE BE IT

RESOLVED, that the following members be and hereby are appointed to the Cortland County Community Services Board and two Subcommittees for terms beginning February 27, after Legislative approval:

APPOINT FIRST TERM (TERM EXPIRATION 12/31/2024):

Community Services Board (CSB):

Amanda Rainbow**	2719 State Route 26, Cincinnatus NY 13040
Richard Shaw	194 Central Ave, Cortland NY 13045
Kimberly Corbett	191 Madison St, Cortland NY 13045

Mental Health Subcommittee (MH):

Christopher Bergene	795 Pheasant Run, Cortland NY 13045
Richard Shaw	194 Central Ave, Cortland NY 13045

Chemical Dependence Subcommittee (CD):

Aris Dysert**	104 Winners Way, Warners, NY 13164
Beckey Lumley	12 Gulf Hill Rd, Cortland NY 13045
Amanda Rainbow	2719 State Route 26, Cincinnatus NY 13045

**Term Expires 12/31/2021 - completing term of resigned member

, AND BE IT FURTHER

RESOLVED, that the following members be and hereby are reappointed to the Cortland County Community Services Board and three Subcommittees for terms beginning January 1, 2021 and ending December 31, 2024:

REAPPOINT SECOND TERM (TERM EXPIRATION 12/31/2024):

Community Services Board (CSB):

Elizabeth Haskins	624 West Lake Rd, DeRuyter NY 13052
Kathryn Reynolds	4385 Cosmos Hill Rd, Cortland NY 13045
Leslie Wilkins	6915 Route 281, Preble NY 13141

Mental Health Subcommittee (MH):

Christopher Driscoll	65 Cortland St, Homer NY 13077
Leslie Wilkins	6915 Route 281, Preble NY Cortland NY 13141

Development Disability Subcommittee (DD):

Kenneth Woodman	9 Abdallah Ave, Cortland NY 13045
Marianne Odell	13 Woodcrest Dr, Cortland NY 13045

Chemical Dependence Subcommittee (CD):

Referred from Agriculture/Planning/Environment Committee

AGENDA ITEM NO. 15 – Appoint Members - Soil and Water Conservation District Board of Directors

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF FITCH

RESOLUTION NO. 34-21

Appoint Members - Soil and Water Conservation District Board of Directors

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

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

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

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

AGENDA ITEM NO. 16 – Resolution Urging Governor Andrew M. Cuomo to Expand True Broadband Coverage to All New Yorkers

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Legislator
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF FITCH

RESOLUTION NO. 35-21

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA ITEM NO. 17 – Authorize Capital Equipment Lease Agreement with First Transit, Inc. for Lease of County Owned Buses - Cortland County Planning Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Legislator
SECONDER:	Susan Wilson, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF FITCH

RESOLUTION NO. 36-21

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

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

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

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

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

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

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

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

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

AGENDA ITEM NO. 18 – Authorize 2021 Agreement - Cornell Cooperative Extension

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF FITCH

RESOLUTION NO. 37-21

Authorize 2021 Agreement - Cornell Cooperative Extension

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

RESOLVED, in consideration of the services to be performed by Cornell Cooperative Extension of Cortland County, the County agrees to pay to Cornell Cooperative Extension of Cortland County the sum of two hundred fifty three thousand four-hundred twenty dollars (\$253,420) in payments as follows: The amount of sixty-three thousand three hundred fifty-five dollars (\$63,355) upon the execution of this Agreement and the amount of sixty-three thousand three hundred fifty-five dollars (\$63,355) on the first day of April, July and October 2021. However, prior to the payment of the second payment and each payment thereafter, Cornell Cooperative Extension of Cortland County shall submit to the County Finance Office an account of its disbursements on a form mutually agreed to by the Cornell Cooperative Extension of Cortland County and the County, AND BE IT FURTHER

RESOLVED, that a maintenance in lieu of rent payment in the amount of seventy-three thousand seven hundred twenty-three dollars (\$73,723) is due to the County of Cortland as follows: The amount of eighteen thousand four hundred thirty dollars and seventy-five cents (\$18,430.75) is due within 15 days of the execution of this agreement and the amount of eighteen thousand four hundred thirty dollars and seventy-five cents (\$18,430.75) is due on the 15th day of April, July, and October, 2020, AND BE IT FURTHER

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

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

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

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

AGENDA ITEM NO. 19 – Authorize 2021 Agreement - Southern Tier East Regional Planning Development Board - Planning Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF FITCH

RESOLUTION NO. 38-21

Authorize 2021 Agreement - Southern Tier East Regional Planning Development Board - Planning Department

WHEREAS, a proposed agreement between Cortland County and the Southern Tier East Regional Planning Development Board for 2021 in the amount of \$10,000 has been received, AND

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

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to enter into an agreement for 2021 with the Southern Tier East Regional Planning Development Board.

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 20 – Amend 2021 Budget to Accept 2020 State Homeland Security Grant and Authorize Required Grant Agreement - Department of Emergency Response & Communication

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Homer, Legislator
SECONDER:	Paul Heider, Chairman
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF PRICE

RESOLUTION NO. 39-21

Amend 2021 Budget to Accept 2020 State Homeland Security Grant and Authorize Required Grant Agreement - Department of Emergency Response & Communication

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 \$57,278, resulting in no new county costs, in support of State Homeland Security Projects (SHSP), AND

WHEREAS, the fiscal period for this grant is September 1, 2020 to August 31, 2023, with no extensions allowed by NYS DHSES, NOW THEREFORE BE IT

RESOLVED, that Cortland County Department of Emergency Response and Communications is hereby directed to expend the grant funds according to the stated grant guidance, AND BE IT FURTHER

RESOLVED, that the 2021 budget is amended as follows:

		Current	Change	Revised
A34105.44389.23SHS	DHSES Grant	0	57,278	57,278
A34105.52015.23SHS	Technical Equipment	0	47,278	47,278
A34105.54015.23SHS	Maintenance Agreements	0	10,000	10,000

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or her designee and subject to appropriation of funding, 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 \$57,278.

AGENDA ITEM NO. 21 – Amend the 2021 Budget and Reallocate Unspent Funds from 2019 Multi Jurisdictional Local Hazard Mitigation Planning Grant - Department of Emergency Response and Communication

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Homer, Legislator
SECONDER:	Paul Heider, Chairman
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF PRICE

RESOLUTION NO. 40-21

Amend the 2021 Budget and Reallocate Unspent Funds from 2019 Multi Jurisdictional Local Hazard Mitigation Planning Grant - Department of Emergency Response and Communication

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 \$112,500, resulting in no new county costs, in support of Multi Jurisdictional Local Hazard Mitigation Planning, AND

WHEREAS, the Cortland County Legislature adopted Resolution 252-19 which authorized acceptance of the 2019 Multi Jurisdictional Local Hazard Mitigation Planning Grant, AND

WHEREAS, the fiscal period for this grant is February 20, 2019 to March 21, 2021, AND

WHEREAS, the New York State Department of Homeland Security has authorized a one year extension of the grant period due to the ongoing pandemic in NYS, NOW THEREFORE BE IT

RESOLVED, that Cortland County Department of Emergency Response and Communications is hereby directed to expend the grant funds according to the stated grant guidance, AND BE IT FURTHER

RESOLVED, that the 2021 budget is amended as follows:

	Current	Change	Revised
INCREASE REVENUE BUDGET:			
A34105.44389.19HMG DHSES HMP Grant	0	\$10,030.07	\$10,030.07
INCREASE EXPENDITURE BUDGET:			
A34105.54055.19HMG Professional Services	0	\$10,030.07	\$10,030.07

AGENDA ITEM NO. 22 – Amend 2021 Budget & Appropriate Reserve Funds for Emergency Generator Repair at Lapeer Emergency Communications Tower - Department of Emergency Response & Communications

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Homer, Legislator
SECONDER:	Paul Heider, Chairman
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF PRICE

RESOLUTION NO. 41-21

Amend 2021 Budget & Appropriate Reserve Funds for Emergency Generator Repair at Lapeer Emergency Communications Tower - Department of Emergency Response & Communications

WHEREAS, the Cortland County Legislature adopted Resolution No. 194-16, which established the Emergency Response & Communications Radio Tower Reserve for use in renovations and repair projects at the County owned radio towers, AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 157-19 requiring all future uses of the reserve to be done through resolution, AND

WHEREAS, there is a need to replace the standby power generator at the Lapeer tower site, NOW THEREFORE BE IT

RESOLVED, the Legislature hereby approves the use of reserves up to \$30,000 from the Emergency Response & Communications Radio Tower Reserve, A386300.ETWR, for the emergency replacement of a standby generator at the Lapeer tower site, AND BE IT FURTHER

RESOLVED, the 2021 budget is hereby amended as follows:

Increase: A30205.54050 \$30,000.00

Increase: A359900 Appropriated Reserves \$30,000.00

AGENDA ITEM NO. 23 – Amend 2021 Budget to Reallocate 2019 Statewide Interoperable Communications Grant Funds - Department of Emergency Response & Communications

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Homer, Legislator
SECONDER:	Paul Heider, Chairman
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF PRICE

RESOLUTION NO. 42-21

Amend 2021 Budget to Reallocate 2019 Statewide Interoperable Communications Grant Funds - Department of Emergency Response & Communications

WHEREAS, the Cortland County Legislature adopted Resolution No.54-20 which accepted the New York State Department of Homeland Security and Emergency Services (NYS DHSES) Statewide Interoperable Communications Grant (SIGC) in the amount of \$919,969, in support of Statewide Interoperable Communications Grant sustainment, AND

WHEREAS, there are un-spent grant funds remaining, AND

WHEREAS, the fiscal period for this grant is January 1, 2020 to December 31, 2021, with no extensions allowed by NYS DHSES, NOW THEREFORE BE IT

RESOLVED, that Cortland County Department of Emergency Response and Communications is hereby directed to expend the grant funds according to the stated grant guidance, AND BE IT FURTHER

RESOLVED, that the 2021 budget is amended as follows:

	Current	Change	Revised
INCREASE REVENUE BUDGET:			
A302043.43306.20HSG DHSES Grant	0	\$107,552.96	\$107,552.96
A30205.52015.20HSG Technical Equipment	0	\$107,552.96	\$107,552.96

AGENDA ITEM NO. 24 – Amend 2021 Budget to Reallocate 2019 New York State Homeland Security Projects Grant - Department of Emergency Response and Communications

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ann Homer, Legislator
SECONDER:	Paul Heider, Chairman
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF PRICE

RESOLUTION NO. 43-21

Amend 2021 Budget to Reallocate 2019 New York State Homeland Security Projects Grant - Department of Emergency Response and Communications

WHEREAS, the Cortland County Legislature adopted Resolution 238-19 which authorized the acceptance the 2019 State Homeland Security Grant in July of 2019, AND

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 \$44,987, resulting in no new county costs, in support of State Homeland Security Projects (SHSP), AND

WHEREAS, the fiscal period for this grant is September 1, 2019 to August 31, 2022, with no extensions allowed by NYS DHSES, NOW THEREFORE BE IT

RESOLVED, that Cortland County Department of Emergency Response and Communications is hereby directed to expend the grant funds according to the stated grant guidance, AND BE IT FURTHER

RESOLVED, that the 2021 budget is amended as follows:

	Current	Change	Revised
A341043.43306.19SHS DHSES Grant	0	3,508.47	3,508.47
A34105.54000.19SHS Cell/Telephone	0	3,508.47	3,508.47

AGENDA ITEM NO. 25 – Authorize Agreement with Black Creek Integrated System Corporation for Jail Software-Sheriff's Office Division of Corrections

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	George Wagner

ON MOTION OF PRICE

RESOLUTION NO. 44-21

Authorize Agreement with Black Creek Integrated System Corporation for Jail Software-Sheriff's Office Division of Corrections

WHEREAS, Black Creek Integrated System Corporation, 2900 Crestwood Blvd, Irondale, AL 35210, has agreed to enter into an agreement to perform services and/or supply goods for the Cortland County Jail Black Creek Sally Port Software Unlimited Support Plan, AND

WHEREAS, the jail management system maintenance agreement for the existing Black Creek Integrated System Corporation Software expired December 31, 2020, AND

WHEREAS, the cost of the maintenance agreement is \$20,962.30, for the period beginning on January 1, 2021 and ending on December 31, 2021.

WHEREAS, the Sheriff is authorized to pay this billing in January, 2021, AND

WHEREAS, the funds to cover this contract are available in account number A31505.54015, Maintenance Agreements, 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, and subject to available funds, be and hereby are authorized to contract with Black Creek Integrated System Corporation for the period of January 1, 2021 to December 31, 2021.

Referred from Government Operations Committee

AGENDA ITEM NO. 26 – Adopt the Administrative Manual: the Policies and Procedures of Cortland County Government

RESULT:	REFER TO COMMITTEE - NO VOTE
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Next: 3/11/2021 10:00 AM

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO.

Adopt the Administrative Manual: the Policies and Procedures of Cortland County Government

WHEREAS, there is a need to establish an Administrative Manual for all Cortland County Policies, AND

WHEREAS, there is a need to establish a clear procedure for amending the Administrative Policy and to ensure that all policies and procedures of the Administrative Manual are reviewed and updated through a coordinated and monitored process, NOW THEREFORE BE IT

RESOLVED, upon recommendation of the Government Operations Committee, the Administrative Manual is hereby adopted.

Referred from Finance & Administration Committee

AGENDA ITEM NO. 27 – Requesting Special State Legislation Amending Article 31 of the New York State Tax Law to Permit Cortland County to Impose a Tax on the Transfer of Real Property

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
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MOVER:	Mitchel Eccleston, Legislator
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SECONDER:	Ronald J. Van Dee, Legislator
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AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
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EXCUSED:	George Wagner
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ON MOTION OF WAGNER

RESOLUTION NO. 45-21

Requesting Special State Legislation Amending Article 31 of the New York State Tax Law to Permit Cortland County to Impose a Tax on the Transfer of Real Property

WHEREAS, New York State currently collects an ownership transfer tax on each conveyance of real property in Cortland County under Tax Law §1402 amounting to four dollars for each one thousand dollars or fractional part thereof, AND

WHEREAS, Cortland County has previously deliberated on the imposition of an additional tax on real property, and chose to postpone such a decision until fiscally necessary, AND

WHEREAS, Cortland County government is now facing unprecedented fiscal challenges in meeting its obligations to provide needed services to County residents, and believes it necessary to relieve dependence on the real property tax levy while also increasing local revenues, AND

WHEREAS, the Cortland County Board of Realtors has met and endorsed the enactment of a Cortland County Real Property Transfer tax, AND

WHEREAS, it is the recommendation of the Finance and Administration Committee that the Legislature seek the enactment of a Real Property Transfer Tax, AND

WHEREAS, it is proposed that the rate of such tax shall be one dollar (\$1.00) when the consideration exceeds five hundred dollars (\$500.00), at the rate of one dollar for each five hundred dollars or fractional part thereof, AND

WHEREAS, in order to enact a Property Transfer Tax in Cortland County the New York State Legislature must adopt special Home Rule legislation to enable the County of Cortland to enact a local law for the imposition of such a tax, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature requests an Amendment to New York State Tax Law authorizing the County to impose and collect a local transfer tax of one dollars (\$1.00) when the consideration exceeds five hundred dollars (\$500.00), at the rate of one dollar for each five hundred dollars, or fractional part thereof, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature requests that this amendment to the New York State Tax Law shall be effective immediately.

Motion to Suspend the Rules

Mr. Heider made a motion to suspend the rules for the purpose of considering a resolution to Re-State Opposition to the Phase Out of Provision 14C of the Federal Fair Labor Standards Act. Mr. Fitch seconded the motion to suspend the rules. The following roll call represents the vote to suspend the rules. The motion passed.

ROLL CALL VOTE 2020 Legislature

	Votes	AYE	NAY	Total
Bentley (LD1)	2744	1		2744
Bischoff (LD3)	2743	1		2743
Eccleston (LD17)	3379	1		3379
Fitch (LD8)	2990	1		2990
Harbin (LD2)	2747	0		0
Homer (LD7)	2743	0		0
Jones (LD9)	2989	1		2989
Nauseef (LD12)	2819	1		2819
Newell (LD11)	2837	1		2837
Preston (LD10)	2995	1		2995
Price (LD14)	3344	1		3344
Stock (LD6)	2740	1		2740
VanDee (LD4)	2743	1		2743

Wagner (LD 15)	2734	0	0
Waldbauer (LD13)	2853	1	2853
Wilson (LD5)	2744	1	2744
Heider (16)	3192	1	3192
Total	49336		41112
	Majority	24669	
	2/3rd	32892	

AGENDA ITEM NO. 28 – Re-Statng Opposition to the Phase Out of Provision 14C of the Federal Fair Labor Standards Act

Mr. Harbin made a motion to refer the resolution to committee, Ms. Wilson seconded the motion to refer, the following roll call vote represents the result of the vote on that motion. The motion failed

ROLL CALL VOTE
2020 Legislature

	Votes	AYE	NAY	Total
Bentley (LD1)	2744	1		2744
Bischoff (LD3)	2743	0		0
Eccleston (LD17)	3379	0		0
Fitch (LD8)	2990	0		0
Harbin (LD2)	2747	1		2747
Homer (LD7)	2743	0		0
Jones (LD9)	2989	0		0
Nauseef (LD12)	2819	0		0
Newell (LD11)	2837	0		0
Preston (LD10)	2995	0		0
Price (LD14)	3344	0		0
Stock (LD6)	2740	0		0
VanDee (LD4)	2743	0		0
Wagner (LD 15)	2734	0		0
Waldbauer (LD13)	2853	0		0
Wilson (LD5)	2744	1		2744
Heider (16)	3192	0		0
Total	49336			8235
	Majority	24669		
	2/3rd	32892		

RESULT:	ADOPTED [14 TO 2]
MOVER:	Linda Jones, Legislator
SECONDER:	Kevin Fitch, Legislator
AYES:	Bentley, Bischoff, Van Dee, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
NAYS:	Beau Harbin, Susan Wilson
EXCUSED:	George Wagner

ON MOTION OF HEIDER

RESOLUTION NO. 46-21

Re-Statng Opposition to the Phase Out of Provision 14C of the Federal Fair Labor Standards Act

WHEREAS, the Cortland County Legislature adopted Resolution No. 178-19, AND

WHEREAS, Section 14(c) of the Fair Labor Standards Act (FLSA) authorizes employers, after

receiving a certificate from the Wage and Hour Division, to pay subminimum wages - wages less than the Federal minimum wage - to workers who have disabilities for the work being performed, AND

WHEREAS, Section 14(c) does not apply unless the disability actually impairs the worker's earning or productive capacity for the work being performed. The fact that a worker may have a disability is not in and of itself sufficient to warrant the payment of a subminimum wages, AND

WHEREAS, Cortland County's JM Murray Center was established in 1966 by a group of local businessmen with the vision to provide work opportunities for individuals and disabilities, AND

WHEREAS, the JM Murray Center has continued to develop programs since its beginning and currently employs over 225 individuals as well as provides services to over 850 individuals with disabilities and their families and provides vocational work training opportunities to over 110 individuals utilizing the 14(c) certificate of the Fair Labor Standards Act, AND

WHEREAS, the ability to choose to work at the JM Murray Center, a community based work setting with their peers, allows individuals with disabilities to realize self-esteem, pride and dignity that earning a paycheck provides, AND

WHEREAS, the average productivity for individuals with disabilities employed is below 30 percent efficiency, AND

WHEREAS, the federal Raise the Wage Act of 2021 (H.R. 603) includes a provision to phase out the 14(c) subminimum wage, AND

WHEREAS, if the of 14(c) provision is eliminated it will negatively affect JM Murray Center's ability to continue to hire the individuals with disabilities by replacing them with non-disabled workers, automation, and eliminating jobs created for trainees, AND

WHEREAS, the elimination of the positions would potentially require those employed by JM Murray Center to go back into group homes and private residences and have extreme difficulty finding employment outside of their present business, AND

WHEREAS, the Cortland County Legislature recognizes the benefits that are afforded to individuals with disabilities when they have a sense of independence, AND

WHEREAS, the inability to be employed has the potential to increase local, State and Federal expenses when shifting from a paycheck to more expensive programs for displaced individuals, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature officially re-states its opposition to the phase out of the 14(c) subminimum wage included in the Federal Raise the Wage Act of 2021 (H.R. 603), AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature Clerk shall provide a copy of the certified resolution to the County representatives and all others deemed appropriate.

Announcements

Adjourn



Cortland County Legislature

Legislative Session

Legislative Chambers
Cortland, NY 13045
<http://www.cortland-co.org>

~ Minutes ~

Thursday, January 28, 2021

6:00 PM

Board Room

Public Hearings

1. County-Wide Housing Conditions Survey

RESULT: CLOSED [UNANIMOUS]
MOVER: George Wagner, Majority Leader
SECONDER: Christopher Newell, Legislator
AYES: Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

2. Authorization to Apply for Microenterprise Grant Funding

RESULT: CLOSED [UNANIMOUS]
MOVER: Cathy Bischoff, Legislator
SECONDER: George Wagner, Majority Leader
AYES: Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

3. Local Law No. "A" of 2021 - a Local Law to Amend Local Law 1 of 2007 - Extending the Imposition of a Mortgage Recording Tax in Cortland County - County Clerk

RESULT: CLOSED [UNANIMOUS]
MOVER: George Wagner, Majority Leader
SECONDER: Ronald J. Van Dee, Legislator
AYES: Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

4. Local Law B of 2021 a Local Law Limiting Fees for Third Party Food Delivery Services During a Declared Emergency

RESULT: CLOSED [UNANIMOUS]
MOVER: Cathy Bischoff, Legislator
SECONDER: Susan Wilson, Legislator
AYES: Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

5. Local Law B of 2021 Regulating 3Rd Party Delivery Fees

RESULT: ANNOUNCED

6. Local Law B of 2021 a Local Law Regulating 3Rd Party Delivery Fees

RESULT: ANNOUNCED

Salute to the Flag

Minutes Acceptance: Minutes of Jan 28, 2021 6:00 PM (Approval of Minutes)

Call to Order

The meeting was called to order at 6:00 PM by Chairman Paul Heider

Attendee Name	Organization	Title	Status	Arrived	Departed
Douglas Bentley	Cortland County, NY	Legislator	Remote	6:36 PM	
Beau Harbin	Cortland County, NY	Minority Leader	Remote		
Cathy Bischoff	Cortland County, NY	Legislator	Present		7:02 PM
Ronald J. Van Dee	Cortland County, NY	Legislator	Present		
Susan Wilson	Cortland County, NY	Legislator	Present		
Richard Stock	Cortland County, NY	Legislator	Present		
Ann Homer	Cortland County, NY	Legislator	Remote		
Kevin Fitch	Cortland County, NY	Legislator	Present		
Linda Jones	Cortland County, NY	Legislator	Remote		
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Remote		
Christopher Newell	Cortland County, NY	Legislator	Present		
Joseph Nauseef	Cortland County, NY	Legislator	Remote		
Eugene Waldbauer	Cortland County, NY	Legislator	Present		
Sandra Price	Cortland County, NY	Legislator	Remote		
George Wagner	Cortland County, NY	Majority Leader	Present		
Paul Heider	Cortland County, NY	Chairman	Present		
Mitchel Eccleston	Cortland County, NY	Legislator	Present		
Eric Mulvihill	Cortland County, NY	Clerk, of the Legislature	Present		
Karen Howe	Cortland County, NY	County Attorney	Remote		
Annette Barber	Cortland County, NY	Personnel Director	Remote		
Andrea Herzog	Cortland County, NY	Finance Director	Remote		
Lisa Perfetti	Cortland County, NY	Public Health Director	Present		
Nicole Anjeski	Cortland County, NY	Deputy Director of Public Health	Present		
Sharon MacDougall	Cortland County, NY	Director of Community Services	Remote		
Rich Cunningham	Cortland County, NY	Thoma Development	Remote		

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Shenandoah Briere	Cortland County, NY	Cortland Standard	Remote		
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Roll Call

Approval of Minutes

Cortland County Legislature - Legislative Session - Dec 17, 2020 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Christopher Newell, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

Proclamations & Recognitions

1. Proclaiming the Month of February 2021 as African American History Month in Cortland County

RESULT:	COMPLETED
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2. Recognizing Cortland County Employee Retirement

RESULT:	COMPLETED
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Privilege of the Floor

Presentation of Petitions, Communications, and Notice

1. Update from Health Department on COVID

RESULT:	COMPLETED
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2. Authorize Chair of the Legislature to Sign Letter in Opposition to Expansion of the Cortlandville Sand & Gravel (Route 13 Rocks LLC) Mine

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Kevin Fitch, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

Receive and File

1. Receive and File County Clerk Annual Report

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

Reports of Standing, Special and Ad Hoc Committees

Articles Postponed to Day Certain

Unfinished Business

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New Business

Resolutions

Resolutions from the Chair

AGENDA ITEM NO. 1 – Appoint/Reappoint Members Cortland County Board of Health - Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Christopher Newell, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 1-21

Appoint/Reappoint Members Cortland County Board of Health - Health Department

WHEREAS, New York State Regulation requires that the County Legislature choose the medical members of the Board of Health from a list of physicians submitted by the County Medical Society, AND

WHEREAS, New York State Regulation requires that the County Legislature choose a city representative member of the Board of Health from a list of persons submitted by the Mayor or other administrative head of such city, AND

WHEREAS, New York State Regulation requires that the County Legislature appoint at-large representative members of the Board of Health, AND

WHEREAS, the terms of Dr. Stuart Douglas and Marie Walsh on the Cortland County Board of Health have expired as of December 31, 2020, NOW THEREFORE BE IT

RESOLVED, that Dr. Marissa Clifford, 139 North Main Street, Cortland, NY 13045 be and hereby is appointed to said Board as an At-Large member, for a six (6) year term beginning on January 1, 2021 and ending December 31, 2026, AND BE IT FURTHER

RESOLVED, that Marie Walsh, Catholic Charities 46 Madison Street, Cortland NY 13045 be and hereby is appointed to said Board as an At-Large Member, for a (6) month term beginning on January 1, 2021 and ending June 30, 2021.

AGENDA ITEM NO. 2 – Appoint Member - Region 7 Fish and Wildlife Management Board

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Chairman
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF HEIDER

RESOLUTION NO. 2-21

Appoint Member - Region 7 Fish and Wildlife Management Board

WHEREAS, the term of the Landowner Representative of the Sportsmen's Club of the Region 7

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Fish and Wildlife Management Board has expired, AND

WHEREAS, the County is authorized to appoint a Legislative Representative, Sportsman Representative and a Landowner Representative to said Board, NOW THEREFORE BE IT

RESOLVED, that Fleurette Clough of 4267 Deneve Road, E. Freetown, NY 13040 be and hereby is appointed to the Region 7 Fish & Wildlife Management Board as the Landowner Representative for a term ending December 31, 2022, AND BE IT FURTHER

RESOLVED, that the Clerk of the Cortland County Legislature submit a certified copy of this resolution to the NYS Department of Environmental Conservation located in Cortland, New York.

Referred from Finance & Administration Committee

AGENDA ITEM NO. 3 – Amend 2021 County Legislature Budget - County Legislature

Mr. Fitch offered amendments to the proposed resolution, Mr. Harbin seconded the amendments. All voting in favor of the amendments, none opposed. The amended resolution was moved by Mr. Wagner and seconded by Ms. Wilson.

RESULT:	ADOPTED [14 TO 3]
MOVER:	George Wagner, Majority Leader
SECONDER:	Susan Wilson, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Newell, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Linda Jones, Kelly L. Fairchild-Preston, Joseph Nauseef

ON MOTION OF WAGNER

RESOLUTION NO. 3-21

Amend 2021 County Legislature Budget - County Legislature

WHEREAS, the Cortland County Legislature adopted resolution No.133-20 which authorized the transfer of up to \$250,000 to the Legislature's professional services line; Account A10105.45055, AND

WHEREAS, the Legislature adopted resolution 172-20 which authorized the Engagement of Professional Services for Consulting, Strategic Planning, Organizational Assessment and Leadership Development for Cortland County, AND

WHEREAS, there were unspent funds in the Professional Services line Account A10105.45055 of the 2020 County Legislature budget, AND

WHEREAS, due to the unknown implications of the COVID-19 virus and the need for social distancing, the unspent funds are necessary to cover needed improvements in 2021, NOW THEREFORE BE IT

RESOLVED, that the 2021 County Budget be and hereby is amended as follows:

Increase:

Appropriated Fund Balance	A359900	\$55,527.00
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Increase:

Professional Services	A10105.54055	\$55,527.00
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AGENDA ITEM NO. 4 – Authorize Agreement with March Associates for Legislative Space Study & Establish a Capital Improvement Project

RESULT: REFER TO COMMITTEE-VOTE [13 TO 3]

Next: 2/9/2021 9:00 AM

MOVER: Beau Harbin, Minority Leader

SECONDER: Ann Homer, Legislator

AYES: Bentley, Harbin, Van Dee, Wilson, Stock, Homer, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider

NAYS: Kevin Fitch, Linda Jones, Mitchel Eccleston

AWAY: Cathy Bischoff

ON MOTION OF WAGNER

RESOLUTION NO.

Authorize Agreement with March Associates for Legislative Space Study & Establish a Capital Improvement Project

WHEREAS, due to the immediate and potential long term impacts of the COVID-19 virus, the Cortland County Legislative Chambers located at 60 Central Avenue have become unsafe and antiquated, AND

WHEREAS, in order to facilitate proper social distancing and meet the requirements of modern electronic meeting access and public transparency there is a need to look at options for the existing Legislative chamber space as well as the current audio/visual technology, AND

WHEREAS, the Clerk of the Legislature has received a proposal from March Associates, Architects and Planners, PC, 258 Genesee Street, Suite 300, Utica, NY 13502, to provide a professional analysis of the existing space and provide conceptual level architectural floor plans as well as an estimate of anticipated construction costs at a cost not to exceed \$9,000.00, AND

WHEREAS, the Legislature has funds available in its professional services line, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby authorizes the County Administrator upon review of the County Attorney or designee to enter into an agreement with March Associates, Architects and Planners, PC, 258 Genesee Street, Suite 300, Utica, NY 13502, to provide conceptual plans for renovations to provide for a more efficient, safe and accessible Cortland County Legislative Chamber.

AGENDA ITEM NO. 5 – Authorization to Apply for Microenterprise Grant Funding and to Execute Any Related Agreements - Clerk of the Legislature

RESULT: ADOPTED [16 TO 1]

MOVER: George Wagner, Majority Leader

SECONDER: Ronald J. Van Dee, Legislator

AYES: Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

NAYS: Linda Jones

ON MOTION OF WAGNER

RESOLUTION NO. 4-21

Authorization to Apply for Microenterprise Grant Funding and to Execute Any Related Agreements - Clerk of the Legislature

WHEREAS, there is grant funding available through the New York State Office of Community Renewal through its Community Development Block Grant Program for Microenterprise funding, AND

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WHEREAS, currently Cortland County does not have the ability to provide financial support to small businesses with five or fewer employees through established business development programs, AND

WHEREAS, Cortland County has previously been awarded a Microenterprise grant and has successfully administered said grant and awarded the funds as required,, AND

WHEREAS, the Legislature wishes to support additional approved businesses if such funding is awarded by the New York State Office of Community Renewal, AND

WHEREAS, during the current COVID pandemic small business have suffered, AND

WHEREAS, a county-wide Microenterprise program will help in the County's post-COVID economic recovery, AND

WHEREAS, the Cortland County Legislature previously adopted Resolution No. 265-20 authorizing an agreement with Thoma Development to complete an application for said Microenterprise funding in an amount not to exceed \$4500.00, AND

WHEREAS, a public hearing will be held on January 28, 2021 before the Cortland County Legislature to determine if there is substantial interest and public support for such a Microenterprise Grant program, NOW THEREFORE BE IT

RESOLVED, That Rob Corpora, as the Cortland County Administrator, is hereby authorized and directed to file an application for microenterprise funds from New York State Homes and Community Renewal, Office of Community Renewal, under the U.S. Department of Housing and Urban Development's Small Cities Community Development Block Grant Program for Fiscal Year 2020, in an amount not to exceed \$300,000; AND BE IT FURTHER

RESOLVED, that the County Administrator upon review and approval of the County attorney or designee as to form is hereby authorized to enter into and execute a project agreement with the State of New York for the Cortland County Microenterprise Program.

AGENDA ITEM NO. 6 – Local Law No. "A" of 2021 - a Local Law to Amend Local Law 1 of 2007 - Extending the Imposition of a Mortgage Recording Tax in Cortland County - County Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Christopher Newell, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 5-21

Local Law No. "A" of 2021 - a Local Law to Amend Local Law 1 of 2007 - Extending the Imposition of a Mortgage Recording Tax in Cortland County - County Clerk

WHEREAS, New York State Tax Law §253-v, as last amended by the Laws of 2015, Chapter 161 on August 13, 2015, authorizes Cortland County to adopt and amend local laws imposing a mortgage recording tax of twenty-five cents (\$.25) for each one hundred dollars (\$100.00) and each remaining major fraction thereof of principal debt or obligation which is or under any contingency may be secured at the date of execution thereof, or at any time thereafter, by a mortgage on real property situated in Cortland County and recorded on or after the date upon which such tax takes effect; and

WHEREAS, the Cortland County Legislature authorized a mortgage recording tax by adopting

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County Local Law No. 1 of 2007, AND

WHEREAS the Legislature has upon approval of the New York State Legislature has re-authorized the mortgage recording via subsequent local laws, AND

WHEREAS the current legislation authorizing the mortgage recording tax expired December 1, 2020, AND

WHEREAS , the New York State Legislature revised New York State Tax Law Section 253-v and extended the effective repeal date to December 1, 2023;

NOW THEREFORE, BE IT ENACTED by the Legislature of the County of Cortland, as follows:

Local Law No. 1 for the year 2007 is hereby amended to read as follows:

Section 1

For the period beginning December 1, 2020 and ending December 1, 2023, there is hereby imposed, in the County of Cortland, a tax of \$0.25 for each \$100.00, and each remaining fraction thereof of principal debt or obligation which is or under any contingency may be secured at the date of execution thereof, or at any time thereafter, by a mortgage on real property situated within the County of Cortland and recorded on or after December 1, 2020, and a tax of \$0.25 on such mortgage if the principal debt or obligation which is or by any contingency may be secured by such mortgage is less than \$100.00.

Section 7

This Local Law shall take effect December 1, 2020. A certified copy of this Local Law shall be mailed to the Commissioner of Taxation and Finance at the Commissioner's Office in Albany, New York. Certified copies of this Local Law shall be filed with the Cortland County Clerk, the Secretary of State and State Comptroller within five days after the Local Law is enacted.

AGENDA ITEM NO. 7 – Local Law B of 2021 a Local Law Limiting Fees for Third Party Food Delivery Services During a Declared Emergency

RESULT:	ADOPTED [14 TO 3]
MOVER:	George Wagner, Majority Leader
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Newell, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Linda Jones, Kelly L. Fairchild-Preston, Joseph Nauseef

ON MOTION OF WAGNER

RESOLUTION NO. 6-21

Local Law B of 2021 a Local Law Limiting Fees for Third Party Food Delivery Services During a Declared Emergency

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

SECTION 1.

Definitions:

- (a) Declared emergency. The term “declared emergency” means the period of time during which a State disaster emergency has been declared by the Governor of the State of New York or a state of emergency has been declared by the Cortland County Administrator, such declaration is in effect in the County, and there are restrictions placed on on-premises indoor dining at food service establishments in the County.
- (b) Delivery fee. The term "delivery fee" means a fee charged by a third-party food delivery service for providing a food service establishment with a service that delivers food from such

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establishment to customers. The term does not include any other fee that may be charged by a third-party food delivery service to a food service establishment, such as fees for listing or advertising the food service establishment on the third-party food delivery service platform or fees related to processing the online order.

- (c) Food service establishment. The term "food service establishment" means any fixed or mobile restaurant; drive-in; coffee shop; cafeteria; short-order cafe; delicatessen; luncheonette; grill; tearoom; sandwich shop; soda fountain; bar; tavern; cocktail lounge; night club; roadside stand; take-out prepared food place; retail bakery; industrial feeding establishment; private, public or nonprofit organization or institution, including: schools; nursing homes; day care centers and hospitals; religious and fraternal organizations routinely serving food; catering kitchens; commissary or similar places in which food is prepared for sale or for service on the premises or elsewhere; and any other establishment or operation where food is served or provided for the public, with or without charge.
- (d) Online order. The term "online order" means any order placed by a customer through or with the assistance of a platform provided by a third-party food delivery service, including a telephone order.
- (e) Purchase price. The term "purchase price" means the total price of the items contained in an online order that are listed on the menu of the food service establishment where such order is placed. Such term does not include taxes, gratuities and any other fees that may make up the total cost to the customer of an online order.
- (f) Third-party food delivery service. The term "third-party food delivery service" means any website, mobile application or other internet service that offers or arranges for the sale of food and beverages prepared by, and the same-day delivery or same-day pickup of food and beverages from food service establishments located in the County that are owned and operated by different persons.

SECTION 2.

Fee limits during declared emergencies.

- (a) It shall be unlawful for a third-party food delivery service to charge a food service establishment a delivery fee that totals more than 15% of the purchase price of each online order.
- (b) It shall be unlawful for a third-party food delivery service to charge a food service establishment any fee or fees other than a delivery fee for the use of their service greater than 5% of the purchase price of each online order. Any fees or other charges from a third-party food delivery service to a food service establishment beyond such maximum 5% fee per order, and a delivery fee collected pursuant to subdivision (a) of this section, are unlawful, provided that such cap shall not apply to a credit card fee that is charged to the third-party food delivery service and is charged in the same amount by the third-party food delivery service to such food service establishment.
- (c) It shall be unlawful for a person to cause a third-party food delivery platform to reduce the compensation rate paid to a delivery service driver or garnish gratuities in order to comply with this section.
- (d) The requirements of this section apply only during a declared emergency and for a period of 90 days after the end of a declared emergency.

SECTION 3.

Enforcement.

If a third-party food delivery service charges a food service establishment fees in violation of this law, the food service establishment shall provide written notice to the third-party food delivery service requesting a refund within seven days. If the third-party food delivery service does not provide the refund requested within seven days of receipt of the written notice or the third-party food delivery service continues to charge fees in violation of this law after the initial written notice and seven-day cure period, a food service establishment may enforce this law by means of a civil action seeking damages and injunctive relief. The prevailing party in any such action shall be entitled to an award of reasonable attorney fees.

SECTION 4.

State Environmental Quality Review Act Compliance

This County Legislature determines that the adoption of this Local Law constitutes a “Type II action” as said term is defined in the State Environmental Quality Review Act (“SEQRA”), and that no further action with respect to same is required under SEQRA.

SECTION 5.

Severability.

If any section, subsection, sentence, clause, phrase or other portion of this law is, for any reason, declared unconstitutional or invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this law, which remaining portions shall continue in full force and effect.

SECTION 6.

Effective Date.

This local law shall take effect upon filing with the Secretary of State.

AGENDA ITEM NO. 8 – Amend Resolution 188-19 2019 Standard Workday Reporting Resolution

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 7-21

Amend Resolution 188-19 2019 Standard Workday Reporting Resolution

WHEREAS, the New York State Comptroller is authorized by Sections 34 and 334 of the Retirement and Social Security Law to adopt rules and regulations for reporting the service and salary information for all employees of participating employers in the New York State and Local Employees’ Retirement System (“Retirement System”), AND

WHEREAS, Cortland County is a participating employer in the Retirement System, AND

WHEREAS, the New York State Comptroller has promulgated Regulation 315.4 which imposes certain reporting requirements for elected and appointed officials of participating employers, and requires the governing board of each participating employer to adopt a resolution establishing a standard work day for each elected or appointed official, AND

WHEREAS, among the requirements for employers are a more detailed description of a Standard Work Day along with a Legislative resolution establishing and reporting such Standard Work Day, public posting of the Resolution, and submission of the Resolution to the New York State Retirement System, AND

WHEREAS, pursuant to Regulation 315.4, in the event that elected or appointed officials do not participate in an employer’s time keeping system, they are required to keep a record of activities (ROA) for a three month period and submit it to the clerk of the governing board within 180 days of taking office, AND

WHEREAS, each of the elected or appointed officials listed in this resolution have kept records of their actual time (ROA) worked in their current position for the required ninety days or taken part in the Cortland County time keeping system, AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 188-19 on May 23, 2019,
AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 393-19 on December 19,
2019, AND

WHEREAS, changes in the term of the appointed election commissioners have impacted the
previously adopted standard workday reporting resolution as previously adopted in Resolution 188-19,
NOW THEREFORE BE IT

RESOLVED, that resolution 188-19 is hereby amended and the Cortland County Legislature
hereby establishes the following as Standard Work Days for these elected and appointed officials who are
not covered by a collective bargaining agreement, and will report the following days worked to the New
York State and Local Employees' Retirement System based on the established time keeping system or the
record of activities (ROA) maintained and submitted to the Clerk of the Legislature:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registra tion Number	Tier 1 (Check Only If member Is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy- mm/dd/yy)	Participates in Employer's Time Keeping System (Yes/No-If Yes, do Not complete the Last two columns)	Record of Activities Result*	Not Submitted (Check only if Official did not Submit their Record of Activities)
Elected Officials									
Election Commissioner	7	Tom Brown				1/1//19- 12/31/20	N	20.72 19.13/28.69	

I, Eric J. Mulvihill, **clerk** of the governing board of the County of Cortland, of the State of New York, do
hereby certify that I have compared the foregoing with the original resolution passed by such board at a
legally convened meeting held on the ___ day of ___, 2021 on file as part of the minutes of such
meeting, and that same is true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cortland on this
___ day of ___, 2021.

Affidavit of Posting: I Eric J. Mulvihill, being duly sworn, deposes and says that the posting of the
Resolution began on May 24, 2019 and continued for at least 30 days, That the Resolution was available
to the public on the:

Employer's website at www.cortland-co.org

Official sign board at 60 Central Avenue, Cortland NY 13045

Main entrance secretary or clerk's office at 60 Central Avenue, Cortland NY 13045, Room 306

AGENDA ITEM NO. 9 – Amend 2021 Budget to Reallocate Funds for County Office Building Entrance
and Security Project - Buildings & Grounds Department

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Christopher Newell, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF HARBIN

RESOLUTION NO. 8-21

Amend 2021 Budget to Reallocate Funds for County Office Building Entrance and Security Project - Buildings & Grounds Department

WHEREAS, the Cortland County Legislature adopted Resolution No. 215-20, AND

WHEREAS, there is additional work on the previously approved project that was not completed in fiscal 2020, AND

WHEREAS, in order to complete the project as previously budgeted there is a need to increase the Buildings and Grounds Department's 2021 budget, NOW THEREFORE BE IT

RESOLVED, that the 2021 Buildings and Grounds Department Budget is hereby amended as follows

Increase:

Appropriated Fund Balance	A359900	\$4,538.38
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Increase:

Building Improvements	A16205.52320	\$4,538.38
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AGENDA ITEM NO. 10 – Authorize Fourth Quarter 2020 Sales Tax Distribution - Budget & Finance

RESULT:	ADOPTED [16 TO 1]
MOVER:	George Wagner, Majority Leader
SECONDER:	Kevin Fitch, Legislator
AYES:	Bentley, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Beau Harbin

ON MOTION OF WAGNER

RESOLUTION NO. 9-21

Authorize Fourth Quarter 2020 Sales Tax Distribution - Budget & Finance

WHEREAS, the Cortland County Legislature adopted Resolution No. 221-18, which provides for the distribution of sales tax from the County to local municipalities, AND

WHEREAS, the sales tax sharing agreement provides for the deduction directly from the gross sales tax distribution received from the State of New York a fixed sum of \$1,500,000 for County purposes, with the remaining balance of the revenues to be distributed for use by the County, City of Cortland, and the various municipalities within Cortland County, AND

WHEREAS, the gross deduction for County purposes will be provide for quarterly, AND

WHEREAS, the 2020 fourth quarter sales tax information has been provided by the New York State Comptroller's Office showing a total collection for fourth quarter 2020 to be \$8,114,727.82, AND

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WHEREAS, the total amount available for distribution is \$7,739,727.82, after the direct deduction for County purposes, AND

WHEREAS, individual municipalities by resolution have opted to apply a portion of their sales tax dollars to off-set the property tax levy and that amount (\$700,000.00) is to be withheld from the quarterly distribution, AND

WHEREAS, Cortland County receives (54%), or \$4,179,453.03 of the total net quarterly distribution, AND

WHEREAS, respective payments are now ready for disbursement, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorizes the County Treasurer or designee to release sales tax payments for the fourth quarter of 2020 as so stated below from Account No. A19855.54101 in either the form of a county check or by direct bank transfer as per the request of the receiving municipality:

Municipality	Distribution Amount Pre-Tax Credit	Applied Tax Credits	Net Distribution After Tax Credit	Balance Owed Against Tax Credits
Cortland, City of	\$1,373,801.68	\$-0-	\$1,373,801.68	\$-0-
Cincinnati, Town of	\$62,171.85	\$-0-	\$62,171.85	\$-0-
Cortlandville, Town of	\$664,154.57	\$-0-	\$664,154.57	\$-0-
Cuyler, Town of	\$57,689.04	\$-0-	\$57,689.04	\$-0-
Freetown, Town of	\$45,775.63	\$-0-	\$45,775.63	\$-0-
Harford, Town of	\$73,418.63	\$-0-	\$73,418.63	\$-0-
Homer, Town of	\$239,173.36	\$-0-	\$239,173.36	\$-0-
Homer, Village of	\$168,627.17	\$-0-	\$168,627.17	\$-0-
Lapeer, Town of	\$96,230.73	\$(40,073.40)	\$56,157.33	\$-0-
Marathon, Town of	\$72,909.56	\$-0-	\$72,909.56	\$-0-
Marathon, Village of	\$37,725.74	\$-0-	\$37,725.74	\$-0-
McGraw, Village of	\$30,140.24	\$-0-	\$30,140.24	\$-0-
Preble, Town of	\$122,151.13	\$-0-	\$122,151.13	\$-0-
Scott, Town of	\$72,733.11	\$-0-	\$72,733.11	\$-0-
Solon, Town of	\$58,920.64	\$-0-	\$58,920.64	\$-0-
Taylor, Town of	\$34,224.86	\$-0-	\$34,224.86	\$-0-
Truxton, Town of	\$87,563.20	\$-0-	\$87,563.20	\$-0-
Virgil, Town of	\$206,668.52	\$-0-	\$206,668.52	\$-0-
Willet, Town of	\$56,195.13	\$-0-	\$56,195.13	\$-0-
Total	\$3,560,274.79	\$(40,073.40)	\$3,520,201.39	\$-0-

, AND BE IT FURTHER

RESOLVED, that the Cortland County Treasurer or designee is hereby directed to deposit the County's "off the top" sum of \$375,000 in the appropriate reserves and accounts as designated in Resolution No. 294-20.

Minutes Acceptance: Minutes of Jan 28, 2021 6:00 PM (Approval of Minutes)

AGENDA ITEM NO. 11 – Utilize Retirement Reserve to Fund New York State and Local Employees' Retirement System (NYSLERS) Employer Contribution - Finance & Administration

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Kevin Fitch, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 10-21

Utilize Retirement Reserve to Fund New York State and Local Employees' Retirement System (NYSLERS) Employer Contribution - Finance & Administration

WHEREAS, the Cortland County Legislature adopted Resolution No 411-04 which established a Retirement Contribution Reserve for the purpose of financing future retirement expenditures, AND

WHEREAS, the 2020 New York State and Local Employees' Retirement System (NYSLERS) employer contribution of \$3,840,732.75 is \$129,663.93 more than budgeted, AND

WHEREAS, there is a need to appropriately fund the excess retirement contribution, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the use of \$129,663.93 from the Retirement Contribution Reserve, account A386300.RTR, to cover the excess employer share of 2020 NYSLERS contributions for fiscal year 2020.

AGENDA ITEM NO. 12 – Amend 2021 Budget & Authorize the Creation of One Part Time Licensed Master Social Worker Position - Mental Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Susan Wilson, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 11-21

Amend 2021 Budget & Authorize the Creation of One Part Time Licensed Master Social Worker Position - Mental Health Department

WHEREAS, there is a temporary vacancy of Licensed Master Social Worker in the County Mental Health Department, AND

WHEREAS, there is increased demand for mental health services during the current COVID-19 pandemic, AND

WHEREAS, the County Mental Health Department will be able to more adequately respond to the needs of the community by creating the position of one (1) position of Temporary Part Time Licensed Master Social Worker, AND

WHEREAS, the County Administrator and the Director of Community Services recommend the creation of one (1) position of Temporary Part Time Licensed Master Social Worker not to exceed 17.5hrs per week to from February 1, 2021 through July 31, 2021 at an anticipated cost of \$12,000, AND

Minutes Acceptance: Minutes of Jan 28, 2021 6:00 PM (Approval of Minutes)

WHEREAS, it is anticipated that additional revenue generated by this position will offset the additional cost to the County, NOW THEREFORE BE IT

RESOLVED, that one (1) temporary position of Licensed Master Social Worker in the Mental Health Department (CSEA, Grade 24, \$28.2496-35.4019/HR, competitive class, part time) be created effective February 1, 2021 at 12:01 A.M., with approval to fill, and to expire on July 31, 2021 at 12:01 A.M., and which is paid out of Account A43105.51010.4200, AND BE IT FURTHER

RESOLVED, that the 2021 County Budget be and hereby is amended as follows:

DECREASE:

PERSONAL SERVICES

A43105.51005.4200 \$12,000.00

INCREASE:

PART-TIME PAY

A43105.51010.4200 \$12,000.00

AGENDA ITEM NO. 13 – Accept Proposal & Authorize Agreement with All-Mode Communications for Maintenance of County ShoreTel Voice Over Internet Protocol (VOIP) Phone System - Information Technology

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Richard Stock, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 12-21

Accept Proposal & Authorize Agreement with All-Mode Communications for Maintenance of County ShoreTel Voice Over Internet Protocol (VOIP) Phone System - Information Technology

WHEREAS, a Request for Proposals (RFP) was issued for ShoreTel VOIP System Maintenance, AND

WHEREAS, bids were received from the following:

All-Mode Communications, 1725 Dryden Road, Freeville New York 13068

WHEREAS, based upon the results of the bid, the Director of Information Technology Services and the County Administrator recommend that bid be awarded to the lowest responsible bidder, NOW THEREFORE BE IT

RESOLVED, that All-Mode Communications, 1725 Dryden Road, Freeville New York 13068 is here by awarded the bid for ShoreTel VOIP System Maintenance, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to enter into a contract with All-Mode Communications, 1725 Dryden Road, Freeville New York 13068 for the period January 31, 2021 through January 31, 2026.

Minutes Acceptance: Minutes of Jan 28, 2021 6:00 PM (Approval of Minutes)

AGENDA ITEM NO. 14 – Authorize 2021 Agreement with Cortland County Soil & Water District

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 13-21

Authorize 2021 Agreement with Cortland County Soil & Water District

WHEREAS, the 2021 Adopted Budget appropriated the sum of \$150,000 to be paid to Cortland County Soil and Water Conservation District for the expense of maintaining said district and assisting the District in carrying out the provisions of the Soil Conservations Districts Law, AND

WHEREAS, at any time during 2021, the Chair of the Legislature may request the Directors of Cortland County Soil and Water Conservation District to submit a report in writing of a detailed statement of its work and transactions for the preceding year and for any other period of time requested, AND

WHEREAS, the Cortland County Legislature adopted the 2021 County budget which included appropriated funds for use by the Cortland County Soil and Water Conservation District (SWCD), NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to enter into a contract between the County of Cortland and the Cortland County Soil and Water Conservation District, AND BE IT FURTHER

RESOLVED, that the payment for said contract be made in quarterly payments in the amount of \$37,500, due within 15 days of approval of this resolution and on or before 4/1/21, 7/1/21 and 10/1/21 payable to Cortland County Soil and Water Conservation District to be used for the maintenance of said conservation district in carrying out the provisions of the Soil Conservation District Law.

AGENDA ITEM NO. 15 – Authorize Agreement for Environmental Monitoring with Cortland County Soil and Water Conservation District - Highway Department Division of Solid Waste

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 14-21

Authorize Agreement for Environmental Monitoring with Cortland County Soil and Water Conservation District - Highway Department Division of Solid Waste

WHEREAS, Cortland County is required to monitor ground water quality at the Cortland County Landfill, AND

WHEREAS, the Cortland County Soil and Water Conservation District has submitted a proposal at a cost of \$72,000 per year to provide monitoring services and the associated report preparation for the Cortland County Landfill, NOW THEREFORE BE IT

Minutes Acceptance: Minutes of Jan 28, 2021 6:00 PM (Approval of Minutes)

RESOLVED, that the Cortland County Administrator, upon review and approval as to form by the County Attorney or designee, is hereby authorized to execute an agreement with the Cortland County Soil and Water Conservation District to perform the environmental monitoring and the associated report preparation for the Cortland County Landfill for a cost of \$72,000.00 per year, to be paid from Landfill Account EL81605-54055 on a quarterly basis commencing on January 1, 2021 and ending December 31, 2021.

AGENDA ITEM NO. 16 – Approve Purchase of Two Western Star Trucks from Tracey Road Equipment Inc. - Highway Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Christopher Newell, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 15-21

Approve Purchase of Two Western Star Trucks from Tracey Road Equipment Inc. - Highway Department

WHEREAS, the Cortland County Highway Department requires safe equipment in order to properly maintain Cortland County's roadways, AND

WHEREAS, it is financially prudent to maintain a routine replacement schedule for County plow trucks in order to reduce long-term maintenance and repair costs, AND

WHEREAS, Onondaga County has solicited proposals (Bid Reference #8996) for purchasing Western Star Cabs and Chassis, AND

WHEREAS, New York State procurement regulations allow other municipalities within New York State to "piggyback" on properly advertised and awarded bids, AND

WHEREAS, the Cortland County Highway Superintendent and County Administrator have determined that it is in the best interest of Cortland County to utilize the Onondaga County Bid, AND

WHEREAS, the Highway Superintendent has recommended the purchase of two 2022 Western Star Cab and Chassis as follows:

2022 Western Star 4700 Cab and Chassis with Henderson Plow Package

VENDOR

QUOTE

Tracey Road Equipment, Inc.
6803 Manlius Center Road
East Syracuse, NY 13057

(1) Truck @ \$250,098.00

2022 Western Star 4900SB Cab and Chassis

VENDOR

QUOTE

Tracey Road Equipment, Inc.
6803 Manlius Center Road
East Syracuse, NY 13057

(1) Truck @ \$154,922.00

, AND

WHEREAS, the amount is not to exceed \$405,020.00 for both pieces of equipment, AND

WHEREAS, the monies for said equipment are budgeted in the 2021 Road Machinery Budget,
NOW THEREFORE BE IT

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment from Account E51305.52030, Vehicles, for an amount of \$250,098.00 for the purchase of one (1) 2022 Western Star 4700 Cab & Chassis equipped with Dump Box & Snowplow Equipment Packages, and for an amount of \$154,922.00 for one (1) 2022 Western Star 4900SB Cab and Chassis to Tracey Road Equipment, Inc. 6803 Manlius Center Road, East Syracuse, NY 13057.

AGENDA ITEM NO. 17 – Authorize 2021 Agreement with Cortland County SPCA for Animal Control and Animal Cruelty Investigation Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Kevin Fitch, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 16-21

Authorize 2021 Agreement with Cortland County SPCA for Animal Control and Animal Cruelty Investigation Services

WHEREAS, the Cortland County Legislature adopted the 2021 County budget which included appropriated funds for use by the Cortland County Society for the Prevention of Cruelty to Animals,
NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to enter into a contract between the County of Cortland and the Cortland County Society for the Prevention of Cruelty to Animals, whereby in consideration of the sum of \$45,000.36 paid by the County in quarterly payments on the dates before or on 03/31/21, 06/30/21, 09/30/21, 12/31/21, the SPCA will provide during normal business hours, Monday through Friday, answering service to receive complaints regarding cruelty to animals, investigate all cases involving cruelty to animals and cooperate with appropriate law enforcement agencies in the prevention and prosecution of such cases, AND BE IT FURTHER

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

AGENDA ITEM NO. 18 – Amend 2020 Budget and Authorize the Use of Motor Vehicle Equipment Reserves for the Purchase of a Large Format Printer - Cortland County Planning Department

Minutes Acceptance: Minutes of Jan 28, 2021 6:00 PM (Approval of Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Christopher Newell, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 17-21

Amend 2020 Budget and Authorize the Use of Motor Vehicle Equipment Reserves for the Purchase of a Large Format Printer - Cortland County Planning Department

WHEREAS, pursuant to New York State Equipment Disposition and Spare Vehicle Factor Policy For Section 5311 Funded Equipment, Section IV, C, the net income from the sale of used equipment shall be used to reduce the gross project cost of other operating or capital transit projects, AND

WHEREAS, the County of Cortland has received money from the auction and sale of buses disposed of under the Cortland County public transportation system, AND

WHEREAS, there is currently \$23,220.56 in the Motor Vehicle Equipment reserve account A386300.STOA, AND

WHEREAS, the monies received from the auction and sale of disposed buses under the Cortland County public transportation system are only to be used to fund gross project costs of other operating or capital transit projects, AND

WHEREAS, the Cortland County Planning Department Geographic Information Systems Specialist is an integral part of the transportation operating projects as it relates to mapping of transportation routes in Cortland County, AND

WHEREAS, the Cortland County Planning Department is requesting the use of funding from the Motor Vehicle Equipment Reserve account to purchase a new large format printer in an amount not to exceed, \$6,000.00, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the use of \$6,000.00 from the Motor Vehicle Equipment reserve account A386300.STOA for the purchase of a large format printer, AND BE IT FURTHER

RESOLVED, the 2020 Planning Department Computer Equipment line A80205-52060 be amended in an amount not to exceed \$6,000.00 for the purchase of a large format printer.

AGENDA ITEM NO. 19 – Renew Agreement with BI Incorporated for Electronic Monitoring Services - Probation Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 18-21

Renew Agreement with BI Incorporated for Electronic Monitoring Services - Probation Department

Minutes Acceptance: Minutes of Jan 28, 2021 6:00 PM (Approval of Minutes)

WHEREAS, electronic monitoring is an authorized and accepted method of providing Court-ordered supervision of offenders in the community, AND

WHEREAS, there may be a need to provide this service as required by the local Court System, AND

WHEREAS, Cortland County Probation Department has contracted with BI Incorporated, 6265 Gunbarrel Avenue Suite B, Boulder, Colorado 80301, since 2005 and the latest contract, as authorized by Resolution 062-20, with said company expires December 31, 2020, AND

WHEREAS, BI Incorporated has agreed to contract for an additional one year period, starting January 1, 2021 and ending December 31, 2021, at reasonable competitive pricing, AND

WHEREAS, the Cortland County Probation Department desires to continue to contract with said company for services at the proposed pricing, AND

WHEREAS, the Cortland County Probation Department estimates \$650 to be paid for services from January 1, 2021 through December 31, 2021, AND

WHEREAS, funds are available in account A31405.54615 Contract Medical Services, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval by the County Attorney or designee, be and hereby is authorized to execute a one year contract with BI Incorporated, 6265 Gunbarrel Avenue, Suite b, Boulder, Colorado 80301, for the term January 1, 2021 through December 31, 2021, for the purpose of electronic monitoring through the Cortland County Probation Department, AND BE IT FURTHER

RESOLVED, that the County Treasurer is authorized to pay vendor from said funds.

AGENDA ITEM NO. 20 – Accept Funds COVID-19 Flexible Funding for Rurally Based Local Health Departments - Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER

RESOLUTION NO. 19-21

Accept Funds COVID-19 Flexible Funding for Rurally Based Local Health Departments - Health Department

WHEREAS, Resolution 335-20 gave Cortland County Health Department permission to accept funds from NYS Association of County Health Officials in the amount of \$6,785 in flexible funding for COVID-19 in rurally based Local Health Departments, AND

WHEREAS, an additional \$1,785 has been awarded, AND

Minutes Acceptance: Minutes of Jan 28, 2021 6:00 PM (Approval of Minutes)

WHEREAS, these funds will be used to purchase and assemble kits to be utilized by area agencies that serve those who are seniors, low income, and/or those that have access and functional needs and a small portion of the funding will be used for office supplies, including printing and copying needs for the informational packets, NOW THEREFORE BE IT

RESOLVED, that the funds in the 2021 County Budget will be amended as follows:

Increase Revenue:		Current	Increase	Balance
A40105.42705.FLEX	COVID19 Flex Fund	\$0	\$1,785	\$1,785
Increase Expenditure:		Current	Increase	Balance
A40105.54048.FLEX	Program Supplies	\$0	\$1,785	\$1,785

Announcements

Adjourn

December 10, 2020



Mr. Eric Mulvihill
Clerk of the Legislature
Cortland County Legislature
60 Central Ave
Cortland, NY 13045

258 Genesee Street, Suite 300
Utica, New York 13502
Phone 315.733.3344
Fax 315.733.3331
Web marchassoc.com

Re: Cortland County Legislative Chamber
Renovation Study
MARCH No. 2075

Dear Eric:

It was a pleasure meeting with you to tour the Cortland County Legislative Chamber and discuss some ideas for upgrades to the space to best meet the Legislature's needs moving forward. MARCH Associates is very pleased to submit this proposal to work with you to develop options for conceptual plans, along with a cost estimate and code review for this renovation study. Outlined below is our proposed Project Scope, Project Deliverables, Project Team, Proposed Schedule and Fee.

PROJECT SCOPE

In accordance with your request, the Design Team will evaluate the existing Legislative Chamber considering how the space functions in the current environment of social distance requirements. Working within the general footprint of the existing Chamber and adjacent offices, we will propose alternative layout plans with associated HVAC, electrical, and technology upgrades to improve the performance of the Chamber.

PROJECT DELIVERABLES

Conceptual level architectural floor plans will be developed to reflect the proposed renovation, as well as an estimate of the anticipated construction costs. We will share a preliminary version of our proposed work for review and discussion in a virtual setting prior to presenting a final version of the study either in person at Cortland County, or through any alternative method as desired by the Legislature.

PROJECT TEAM

FS Engineering located in Syracuse, NY will assist us in evaluating the existing HVAC and electrical conditions in the space and consider options to improve these aspects of the Chamber as part of our study.

Please be advised we have not included any hazardous material testing as part of this study. Based on conversation with Chuck Miller and the experience of previously completed renovation projects in this portion of the building, it is not anticipated that any hazardous materials will be encountered. Further investigation into the presence of hazardous materials could either be completed by our Design Team or any independent party at a later time.

PROPOSED SCHEDULE

The Design Team is prepared to begin work upon your authorization and we anticipate approximately four (4) to six (6) weeks to complete the renovation study.

PROPOSED FEE

We propose performing our services for a lump sum fee of \$9,000. Please be advised that all out-of-pocket expenses are included.

You may indicate acceptance of this proposal by signing below and returning one (1) copy to our office. That will serve as our Notice to Proceed.

We hope you find this proposal responsive to your request. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely yours,



Matthew E. Lacey, AIA
Associate

Accepted by: _____

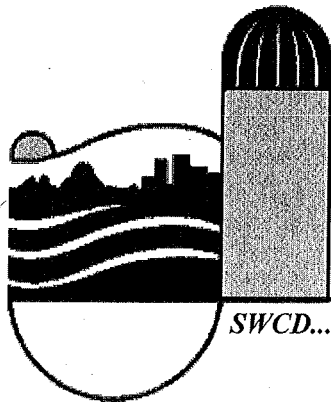
Date: _____

cc: Christopher Crolus, Principal
MARCH file

MATT/bjd

**Cortland County Landfill
Accounts Receivable Write-offs**

Corey Delong Contracting	45.50
Feher Rubbish Removal	31,471.48
Kenyon Alexander	0.60
Michael Beardsley	0.80
John Dalola	10.00
Joseph Evangelista	147.60
Anggie Feliz	26.65
Heather Hammond	2.00
Ed Harris	6.00
Vicki Henry	3.00
Eugene Mitchell	0.20
Emmett Neno	1.00
Laurieann Nielsen	6.00
Jessica Peer	13.00
Res Without a Permit	5.00
Jeremiah Rogers	32.50
Ariel Temple	<u>16.00</u>
	31,787.33



Cortland County Soil and Water Conservation District

100 Grange Place, Room 202, Cortland, NY 13045

Phone: (607) 756-5991 • Fax: (607) 756-0029

www.cortlandswcd.org

SWCD...established to promote the conservation and wise use of our county's natural resources

Paul Heider, Chair
Cortland County Legislature
60 Central Ave.
Cortland, New York 13045

Dear Paul:

Please be advised that the following appointment to the Soil and Water Conservation District Board of Directors is due to expire on December 31, 2020.

Eugene Wright- Grange Representative-3 year term

He has diligently served our Board and we certainly recommend that he be reappointed.

Since Mr. Wright represents the Grange, the Grange must make a recommendation to you that he be reappointed. I have written to Shaun Sweeney, 191 Champlin Rd., Groton, NY, 13073, who is the Master of the Cortlandville Grange, asking that he make his recommendation to you as soon as possible.

We would recommend that this appointment be made to this Board. When the above appointment has been made, we will need a copy of the Resolution for our files. Mr. Wright has agreed to continue serving on the Cortland SWCD board until this appointment is made.

If you have any questions, please call me at the SWCD office at 756-5991.

Sincerely,

Barbara Miner, Secretary to the Board
Cortland County SWCD

Copy: Shaun Sweeney, 191 Champlin Rd., Groton, NY, 13073

Attachment: Eugene Wright Recommendation - Soil & Water (34-21 : Appoint Members - Soil and Water Conservation District Board of

Soil & Water Conservation District Board of Directors – January 2021			
Name	Address	Capacity	Term Expiration
James Murphy	1122 Route 392, Cortland, NY 13045	At-Large Member	12/31/22
Eugene Wright	100 Grange Place, Suite 205, Cortland, NY 13045	Grange Representative	12/31/23
Tracey Evanick	2260 Snyder Hill Road, Marathon, NY 13803	Farm Bureau Representative	12/31/21
Susan Wilson	6 Stephens Street Cortland, NY 13045	Legislative Representative	12/31/21
Kevin Fitch	6961 Route 41 Homer, NY 13077	Legislative Representative	12/31/21

December 28, 2020.

Paul Heider, Chair

Cortland County Legislature

60 Central Avenue

Cortland, NY. 13045.

Dear Chairman Heider:

On behalf of the Grange, I would respectfully recommend that Mr. Eugene Wright be reappointed to the Cortland County Soil And Water Conservation District Board Of Directors.

Thank you for your kind consideration.

Sincerely,

A handwritten signature in black ink, reading "Shaun P. Sweeney". The signature is written in a cursive style with a long, sweeping underline.

Shaun P. Sweeney, Master

Cortlandville Grange #461

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C970000 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland NY 13045	TYPE OF PROGRAMS: WM2020 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM20970000
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: 827784505	INITIAL CONTRACT PERIOD: FROM 09/01/2020 TO 08/31/2023 FUNDING AMOUNT FOR INITIAL PERIOD: \$57,278.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number or Exempt) if Exempt is entered above, reason for exemption. Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT APPENDIX A Standard Clauses required by the Attorney General for all State contracts ☒ APPENDIX A1 Agency-specific Clauses ☒ APPENDIX B Budget ☒ APPENDIX C Payment and Reporting Schedule ☒ APPENDIX D Program Workplan and Special Conditions APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) DHSES-55 Budget Amendment/Grant Extension Request Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: Eric Abramson , Acting Director of Grants Program Administration Date: 09/15/2020 State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. GRANTEE: BY: Robert Corpora Director Date: 09/15/2020	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Award Contract
Project No.
SH20-1007-D00

Grantee Name
Cortland County

SHSP

09/15/2020

Attachment: FY2020 SHSP contract (39-21 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Project No.
SH20-1007-D00

Grantee Name
Cortland County

09/15/2020

Attachment: FY2020 SHSP contract (39-21 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Project No.
SH20-1007-D00

Grantee Name
Cortland County

09/15/2020

Attachment: FY2020 SHSP contract (39-21 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Award Contract

SHSP

Project No.

Grantee Name

SH20-1007-D00

Cortland County

09/15/2020

Appendix B - Project BudgetBudget Summary by Participant

Cortland CountyCortland County Department of Emergency Response & Communications - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Stand-off Chemical Detector (FTIR system)	07CD-04-DCSO	1	\$2,864.00	\$2,864.00	\$2,864.00	\$0.00
2	Mobile Data Terminals	06CP-05-VCON	1	\$6,814.00	\$6,814.00	\$6,814.00	\$0.00
3	CCTV Camera System - Requires prior DHS EHP approval if not mobile or portable	14SW-01-VIDA	1	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
4	Surveillance Technical Equipment	13LW-00-SURV	1	\$12,600.00	\$12,600.00	\$12,600.00	\$0.00
Total					\$47,278.00	\$47,278.00	\$0.00
#	All Other Expenses		Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Preventative Maintenance of Encryption Software		1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
Total					\$10,000.00	\$10,000.00	\$0.00

Cortland County Department of Emergency Response & Communications Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$57,278.00	\$57,278.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$57,278.00	\$57,278.00	\$0.00

Attachment: FY2020 SHSP contract (39-21 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Project No.
SH20-1007-D00

Grantee Name
Cortland County

09/15/2020

Attachment: FY2020 SHSP contract (39-21 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Award Contract

SHSP

Project No.

Grantee Name

SH20-1007-D00

Cortland County

09/15/2020

Appendix D - Program Workplan and Special ConditionsWork Plan

Goal

Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters. Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Enhancing Information and Intelligence Sharing

NYS Critical Capabilities

Primary - Information-Sharing and Intelligence Analysis

Utilize technological systems to empower widespread information sharing and intelligence analysis.

Task #1 for Objective #1

Purchase allowable law enforcement equipment (MDTs and surveillance equipment). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

- 1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced law enforcement capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #2

G & T Workplan Code - 03. Establish/enhance cyber security program.

Investment Justification - Enhance Cyber Security Capabilities

NYS Critical Capabilities

Primary - Cyber Security

Strengthen networking infrastructure by upgrading outdated infrastructure and introducing technologies that vastly improve security within State and local government agencies.

Task #1 for Objective #2

Acquire services and/or provide maintenance on encryption equipment/software.

Performance Measure

- 1 Services acquired and/or maintenance activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the cyber security capabilities in the jurisdiction.

Objective #3

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Addressing Emerging Threats & Build and Sustain CBRNE Detection and Response Capabilities

NYS Critical Capabilities

Primary - CBRNE Detection and Interdiction

Based on capability analyses, identify, purchase, and maintain equipment for responders to safely detect, identify, and respond to CBRNE events.

Task #1 for Objective #3

Purchase allowable HazMat Teams equipment (detector). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

- 1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced hazmat response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #4

G & T Workplan Code - 12. Assess vulnerability of and/or harden/protect critical infrastructure and key assets.

Investment Justification - Enhance the Protection of Soft Targets/Crowded Places

NYS Critical Capabilities

Primary - Critical Infrastructure/Key Resources Protection

Utilizing risk assessments, conduct target hardening measures and/or enhance security at CI/KR and/or mass gathering events.

Task #1 for Objective #4

Purchase allowable critical infrastructure protection equipment (CCTV). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

- 1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced critical infrastructure protection capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.**

Project No. Grantee Name
SH20-1007-D00 Cortland County

09/15/2020

NEW YORK STATE

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the 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, and filed with, the AG and OSC.

Attachment: FY2020 SHSP contract (39-21 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1¹
2. Modifications to the Face Page
3. Modifications to Appendices B, C and D
4. The Face Page
5. Appendices B, C and D
6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this

Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party

sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

M. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

N. 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 the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 shall be considered to be 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 DHSES and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

R. No Arbitration: Disputes involving the 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.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under

this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a. Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

b. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

- a. the repayment to the State of any monies previously paid to the Contractor; or
- b. the return of any real property or equipment purchased under the terms of the Contract; or
- c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal:
<https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, 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.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made

available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:³ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to thirty (30) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise),

and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure

and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Contract shall be performed within the State of New York, the 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 the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or

marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1-6 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

- a. The Contractor has made reasonable efforts to encourage the participation of 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 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 the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by

the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a. to require updates or clarifications to the Questionnaire upon written request;
- b. to inquire about information included in or required information omitted from the Questionnaire;
- c. to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e. to require the Contractor 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. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall 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 State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance

Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the

contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

c) 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.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization

Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, 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 financial capacity.

a. The DHSES Commissioner, 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 DHSES 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 the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, 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.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/state-agencies/travel>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and

selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR §200.320(f). A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of 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) will be developing 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), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) 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>.

ii. 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.

iii. During the term of the Contract, should DHSES 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.

iv. DHSES 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.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable

license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Contract;

Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;

Applicable federal and/or State cost principles to be used in determining allowable costs; and

Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If

retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be

continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

VER 07/2020

Certified by - Robert Corpora on 09/02/2020

Project No. Grantee Name
SH20-1007-D00 Cortland County

09/15/2020

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

Signed Voucher and Fiscal Cost Report

Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested

Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

Attachment: FY2020 SHSP contract (39-21 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services

Federal Fiscal Unit

State Campus - Building 7A

1220 Washington Avenue

Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services

Attention: Contracts Unit

State Office Building Campus Bldg. 7A

1220 Washington Avenue, Suite 610

Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section

III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Certified by - Robert Corpora on 09/02/2020

Attachment: FY2020 SHSP contract (39-21 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Award Contract

SHSP

Project No.

Grantee Name

SH20-1007-D00

Cortland County

09/15/2020

Special Conditions**I. ALL GRANT FUNDS:**

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at <https://www.fema.gov/grants>

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at <http://www.dhSES.ny.gov/planning/#strat>.

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.fema.gov/authorized-equipment-list>).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.

3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhses.ny.gov/grants/eph.cfm>.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Capabilities Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

I. National Cyber Security Review

1. Completion of the National Cybersecurity Review (NCSR) is a mandatory annual requirement under this Contract and a condition of funding. The NCSR will be open from October to December each year and enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user. The Multi-State Information Sharing and Analysis Center (MS-ISAC) improves the overall cybersecurity posture of the nations state, local, tribal, territorial, nonprofit, and private sector agencies through focused cyber threat prevention, protection, response, and recovery. It is a no-cost, membership-based community that includes 24/7 cybersecurity support, analysis and monitoring, and a central location for reporting threats and suspicious activities. The MS-ISAC is available for both technical and administrative assistance on the NCSR. For more on the MS-ISAC, visit <https://www.cisecurity.org/ms-isac/services/ncsr/> or email ncsr@cisecurity.org.

2. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

J. National Priorities

The FY2020 HSGP Notice of Funding Opportunity (NOFO) identified four priority areas: Cyber Security, Protection of Soft Targets/Crowded Places, Intelligence and Information Sharing, and Addressing Emerging Threats. As outlined in the NOFO, a minimum of 5% of the jurisdictions overall award for the State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) must be allocated to each priority area.



Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

September 3, 2020

The Honorable Paul Heider
Chair, Cortland County Legislature
County Office Building
60 Central Avenue
Cortland, NY 13045

Dear Mr. Heider:

I am pleased to inform you that Cortland County is awarded \$57,278 under the FY2020 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA.

As per Federal guidelines, at least 25 percent (\$14,319) of your award must be directed towards law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ). In addition, as a requirement of FY2020 SHSP federal funding, DHS/FEMA is requiring that all subrecipients complete the Nationwide Cyber Security Review (NCSR) by December 31, 2020. Please also be mindful of the National Priority Requirements that are new to this funding cycle which include at least a 5 percent spending requirement in each of the areas of intelligence and information sharing, cyber security, emerging threats, and soft targets and crowded places for all SHSP awards.

The performance period for this grant is from September 1, 2020 through August 31, 2023. Grant extensions beyond this date are highly unlikely. DHSES grants management staff will work with your designated SHSP grant program point of contact to provide additional administrative guidance in executing this award.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me at (518) 242-5000 or my Program Manager of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Sincerely,

Patrick A. Murphy
Commissioner

Attachment: Cortland County award letter (39-21 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

ON MOTION OF RICHARD BUSHNELL

RESOLUTION NO. 194-16

Authorize Agreement - Establish Reserve Account Radio Towers

WHEREAS, the Emergency Response and Communications Department has been approached by the United States Government, Department of Homeland Security, Division of Customs and Border Protection for the rental of space on the County's Lapeer radio tower, AND

WHEREAS, the term of the Lapeer tower rental agreement with the US Government will generate \$650 per month of unexpected revenue during the term of the rental agreement, AND

WHEREAS, Cortland County has 16 interconnected tower sites use for public safety communications including paging and two way radio communications that require extensive maintenance, 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 Tower space rental agreement with the United States Government, Department of Homeland Security, Division of Customs and Border Protection, AND BE IT FURTHER

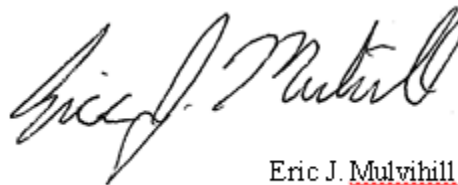
RESOLVED that the Cortland County Board of Legislators authorizes the establishment of an Emergency Response and Communications Radio Tower Reserve Account #A386400, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature further authorizes the County Treasurer to deposit the unexpected revenue funds in the amount agreed to per contract of an estimated \$7800 yearly for the purchase or maintenance of the radio towers into said reserve account.

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 28th day of April, 2016 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 28th day of April, 2016.



Eric J. Mulvihill
Clerk of the Cortland County Legislature

The Administrative Manual: The Policies and Procedures of Cortland County Government

Adopt the Administrative Manual: The Policies and Procedures of Cortland County Government

Objective:	To create a process for establishing new administrative policy and procedures; modifying existing administrative policy and procedures; and periodically reviewing and updating policies and procedures in the Administrative Manual.	Policy/Procedure Number:	01-21
Reference: (All applicable federal, state, and local laws)	County Administration, Resolution No. ___ in 2021	Effective Date:	January 1, 2021
Legislative Policy Statement:	It is the policy of the Cortland County Legislature to have a manual of Legislative policies and administrative procedures that govern the functioning of the County organization, and to have a process for keeping the manual up to date.	Responsible Department:	County Administration
		Modified Date (s):	
General Information:	The Department of County Administration is responsible for coordinating and tracking additions or revisions to the Administrative Manual according to the procedures outlined in this policy.	Resolution No.:	
	County staff or a member of the legislature can initiate requests for additions, deletions, or updates to the Administrative Manual.	Next Scheduled Review:	January 2026
	To ensure consistency and accuracy, all updates and additions must be prepared using the Administrative Manual Template. The Administrative Manual Template mentioned throughout this policy, is accessible online via the County website or by contacting County Administration.		
	The Department of County Administration will send out an annual notice to all County employees detailing all amendments made to the Administrative Manual during the calendar year.		
I. Definitions:	Policy - A Legislative statement of intention to guide political, management, financial, or administrative decisions and achieve rational outcome(s). Procedure - A prescribed set of steps, actions, or activities generally needed to obtain consistent results. Revisions need to be presented to the appropriate Legislative Committees for their information. Responsible Department - The department or division within the County organizational structure that is responsible for preparing the appropriate language for new or updated policies or procedures, and for routinely reviewing policies or procedures according to the criteria presented in Section II of this policy. The responsible department is identified in the top quadrant of the first page of the policy template.		
II. Policy:	A. Legislative approval (a formal vote) is required for new policies or for changes to existing policy.		

- B.** Legislative approval (a formal vote) is not required for new or revised procedures; however, as a courtesy, revisions need to be presented to the appropriate Legislative Committee(s) for their information and reaction.
- C.** The responsible department will ensure that relevant policies and procedures are introduced, reviewed or updated according to the following criteria:
 - 1. A change in federal, state, or local law has affected existing policy/procedure;
 - 2. A change due to labor contract negotiations has affected existing policy and/or procedure;
 - 3. The policy and/or procedure has not been reviewed within the past five years. (Refer to the “next scheduled review date” section of the policy.)
 - 4. The policy and/ or procedure in question no longer reflects actual practice;
 - 5. The need for a new policy and/or procedure has been identified.

III. Procedure:

A. Proposing New County Policy or Revising an Existing Policy Section of a County Policy:

- 1. The responsible department is often the first to become aware of the need for a new or revised policy because of changes in federal, state or local laws. In the absence of such legislative changes, it is County Administration’s responsibility to update the Administrative Manual and to prompt responsible departments to review and, if necessary, update existing policies at a minimum of every five (5) years. A member of the Legislature may also initiate a proposal for a new policy or initiate review of an existing policy.
- 2. The responsible department will draft new or revised policy language and submit it to County Administration for review. For revisions to existing policies, *track changes* shall be used to identify all updates.
- 3. County Administration will review the document, make edits as necessary, and send the document to all Department Heads and members of the Legislature for further review, with a deadline to submit revisions.
- 4. County Administration will prepare a final draft based on feedback received and share it with the responsible department.
- 5. County Administration, in coordination with the responsible department, will bring the final draft for formal vote and approval before the relevant program Committee(s), the Government Operations Committee, and the full Legislature.
- 6. County Administration will notify all departments and make final changes to the Administrative Manual.

B. Introducing New Procedures within an Existing County Policy or Updates to an Existing Procedure Section within an Existing County Policy:

1. The responsible department is often the first to become aware of the need for a new or revised procedure as a result of changes in federal, state or local laws. In the absence of such legislative changes, it is County Administration's responsibility to update the Administrative Manual and to prompt responsible departments to review and, if necessary, update respective procedures at a minimum of every five (5) years. A member of the Legislature may also initiate a proposal for a new procedure or initiate review of an existing procedure.
2. The responsible department will draft new or revised procedures and submit them to County Administration for review. For revisions to existing procedures, *track changes* shall be used to identify all updates.
3. County Administration will review the document, make edits as necessary, and send the document to all Department Heads and members of the Legislature for further review, with a deadline to submit revisions.
4. County Administration will prepare a final draft based on feedback received and share it with the responsible department.
5. County Administration, in coordination with the responsible department, will share the final draft with the relevant program committees and the Government Operations Committee for informational purposes only.
6. County Administration will notify all departments and make final changes to the Administrative Manual.

Cortland County Local Law for Tax on Real Estate Transfers

Tax Imposed

Pursuant to Article 31 of New York State Tax Law a tax is hereby imposed on each conveyance of real property or interest therein in Cortland County when the consideration exceeds five hundred dollars, at a rate of one dollar for each five hundred dollars or fractional part thereof.

Commencement Date

This tax shall apply to any conveyance occurring on or after December 1, 2021, but shall not apply to conveyances made on or after December 1, 2021, pursuant to binding written contracts entered into prior to such date, provided that the date of the execution of such contract is confirmed by independent evidence such as the recording of the contract, payment of a deposit, or other facts and circumstances as determined by the County Clerk.

Payment of Tax

The Real Estate Transfer Tax shall be paid to the Cortland County Clerk or other recording officer acting as the agent of the County Clerk upon designation as such agent by the County Clerk. Such tax shall be paid at the same time as the Real Estate Transfer Tax imposed by Article thirty-one of the New York State Tax Law is required to be paid. The County Clerk or recording officer shall endorse upon each deed or instrument affecting a conveyance a receipt for the amount of the tax so paid.

A report shall be required to be filed with the Treasurer for purposes of the Real Estate Transfer Tax imposed pursuant to this local law. The report shall detail all Transfer Tax collected pursuant to this article and shall be provided to the Treasurer by the County Clerk along with all transfer tax that was collected pursuant to this article for the previous month. The report and payment shall be made to the Treasurer by the 10th of the month following the collection of such tax.

The recording officer shall not record an instrument affecting a conveyance unless the return required by this Section has been filed and the tax imposed pursuant to this Article shall have been paid as provided in this Section.

Liability for Tax

The real estate transfer tax shall be paid by the grantor. If the grantor has failed to pay the tax or if the grantor is exempt from such tax, the grantee shall have the duty to pay the tax. Where the grantee has the duty to pay the tax because the grantor has failed to pay, such tax shall be the joint and several liability of the grantor and the grantee.

For the purpose of the proper administration of this article and to prevent evasion of the tax hereby authorized, it shall be presumed that all conveyances are taxable. Where the consideration includes property

other than money, it shall be presumed that the consideration is the fair market value of the real property or interest therein. These presumptions shall prevail until the contrary is proven, and the burden of proving to the contrary shall be on the person liable for payment of the tax.

Exemptions

The following shall be exempt from payment of the real estate transfer tax:

- A. The State of New York, or any of its agencies, instrumentalities, political subdivisions, or public corporations (including a public corporation created pursuant to agreement or compact with another state or the dominion of Canada);
- B. The United Nations, the United States of America and any of its agencies and instrumentalities.

The exemption of such governmental bodies or persons shall not, however, relieve a grantee from liability for the tax.

The tax shall not apply to any of the following conveyances:

- A. Conveyances to the United Nations, the United States of America, the State of New York, or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or the dominion of Canada);
- B. Conveyances that are or were used to secure a debt or other obligation;
- C. Conveyances that, without additional consideration, confirm, correct, modify, or supplement a prior conveyance;
- D. Conveyances of real property without consideration and otherwise than in connection with a sale, including conveyances conveying realty as bona fide gifts;
- E. Conveyances given in connection with a tax sale;

- F. Conveyances to effectuate a mere change of identity or form of ownership or organization where there is no change in beneficial ownership, other than conveyances to a cooperative housing corporation of the real property comprising the cooperative dwelling or dwellings;
- G. Conveyances that consist of a deed of partition;
- H. Conveyances given pursuant to the federal bankruptcy act;
- I. Conveyances of real property that consist of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property; and
- J. Conveyances of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than two hundred thousand dollars and such property was used solely by the grantor as his personal residence and consists of a one, two or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative unit.

CreditA grantor shall be allowed a credit against the tax due on a conveyance of real property to the extent tax was paid by such grantor on a prior creation of a leasehold of all or a portion of the same real property or on the granting of an option or contract to purchase all or a portion of the same real property, by such grantor. Such credit shall be computed by multiplying the tax paid on the creation of the leasehold or on the granting of the option or contract by a fraction, the numerator of which is the value of the consideration used to compute such tax paid that is not yet due to such grantor on the date of the subsequent conveyance (and that such grantor will not be entitled to receive after such date), and the denominator of which is the total value of the consideration used to compute such tax paid.

Cooperative Housing Corporation Transfers

The provisions of Article 31-G of the State Tax Law shall govern transfers involving Cooperative Housing Corporations.

Deposit and Disposition of Revenue

The County Clerk or duly authorized agent shall be responsible for the deposit of revenue collected or received from the tax imposed. The Director of Finance shall maintain a system of accounts showing the revenue collected or received from the tax imposed. All revenue derived from the imposition of such tax shall be deposited into the general fund of the County of Cortland.

Apportionment

The amount of tax due whenever the real property or interest therein is situated within and outside the County of Cortland shall be in proportion to the value of the property in the County of Cortland relative to the value outside the County.

Violations

A. Whenever any person shall fail to pay any tax, penalty, or penalty of interest imposed by this local law, the County Attorney shall, upon the request of the Treasurer, bring or cause to be brought an action to enforce the payment of the same on behalf of the County in any court of the State of New York or of any other State or of the United States. The person who fails to pay the tax, penalty, or penalty of interest shall be responsible for all costs and attorney fees associated with the proceeding.

B. Any grantor or grantee failing to file a return or to pay any tax within the time required by this local law shall be subject to a penalty often per centum of the amount of tax due plus an interest penalty of two per centum of such amount for each month of delay or fraction thereof after the expiration of the first month after such return was required to be filed or such tax became due, such interest penalty shall not exceed twenty-five per centum in the aggregate. If the County Clerk determines that such failure or delay was due to reasonable cause and not due to willful neglect, the Treasurer shall remit, abate or waive all of such penalty and such interest penalty.

PROPOSED INCREASE IN TRANSFER TAX (Needs State Legislative approval)

Currently collect per statute: \$2 per \$500

Proposed Increase:

\$1 per \$500 for a total of \$3 per \$500

(\$2 per \$1,000 for a total of \$6 per \$1,000)

(This is the same amount collected by Columbia, Tompkins and Essex Counties. Broome county charges and extra \$.50 and Erie County charges an extra \$2.50 per \$500)

Past Collections**2015 \$405,882****2016 \$568,345****2017 \$490,529****2018 \$519,326****2019 \$380,840****TOTAL \$2,364,922 Average \$472,984/2= \$236,492 Projected additional revenue annually****Cost to record a deed valued at \$100,000**

	<u>NOW</u>	<u>PROPOSED</u>
<i>To record</i>	\$45	\$45
<i>Per page fee (\$5)</i>	15	15
<i>TP584</i>	5	5
<i>RP5217</i>	125	125
<i>Transfer Tax</i>	400	600
TOTAL	\$590	\$790

This fee would only apply when property is being transferred and a consideration is being paid. This would only affect people a few times in their lifetime. (unlike property and sales tax)

Justification: to cover the cost of the County Clerk's employees' time spent collecting this fee, preparing reports, reconciling bank accounts and submitting the money collected to the state.

To our Cortland County Legislature:

We understand that you are being asked to consider opposing the phasing out of Section 14(c) of the Fair Labor Standards Act and appreciate the opportunity to share our knowledge and expertise surrounding this matter. Thank you for allowing us to relay our own lived experiences and those of people with disabilities within our network. We hope that you will not only reconsider opposing this matter, but that you will instead choose to support this critical initiative to make our community more fair and inclusive for everyone.

As such, Access To Independence of Cortland County, Inc. strongly supports the elimination of Section 14(c) of the Fair Labor Standards Act.

Along with a large network of local, state, and federal Independent Living organizations, ATI maintains that 14(c) is both antiquated and dangerous. Not only does allowing wage certificates perpetuate the outdated idea that people with significant disabilities can't work in competitive environments, it also forces an entire group of people into poverty and normalizes the segregation of people with disabilities from our peers.

At its inception, 14(c) was never meant to be a permanent employment solution for people with disabilities, but rather a training program intended to function as a stepping stone to competitive employment. Unfortunately, its original purpose has long been lost to companies who benefit from paying people with disabilities less than they deserve. Consequently, it has become the norm for people with significant support needs to spend their entire lives doing menial work without the potential for job exploration, promotion, or growth.

At Access To Independence, we know that it doesn't have to be this way. Independent Living Centers like ATI support people of all abilities to direct the courses of their own lives by providing services like job coaching, nursing home transition and diversion, peer counseling, and more. As people with disabilities ourselves, we know that the possibilities of our lives are limited not by our disabilities, but by the opportunities made available to us.

In the wake of the economic hardships brought about by COVID-19, now is the time to lift the people in our community out of poverty, not perpetuate its hold on our most marginalized citizens. All people deserve to earn a living wage for their work and people with disabilities are not an exception. The elimination of the 14(c) provisions is a critical step toward a future that is accessible and equitable for everyone.

Access To Independence also believes that people with disabilities should have the opportunity to voice their opinions on this matter and would encourage postponing the vote on this issue until next month to allow for sufficient public input.

For more information about Section 14(c) of the Fair Labor Standards Act, please reach out to Aaron Baier, Executive Director of Access To Independence at 607-753-7363 or abaier@aticortland.org.