



Cortland County Legislature

Legislative Session

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

~ Minutes ~

Thursday, March 24, 2022

6:00 PM

Board Room

Salute to the Flag

Public Hearing

1. Local Law "B" of 2022 - a Local Law Amending Local Law 2 of 1972 - a Local Law Reapportioning the County of Cortland

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

Call to Order

The meeting was called to order at 6:20 PM by Chair of the Legislature Kevin Fitch

Roll Call

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Legislator	Present	
Beau Harbin	Cortland County, NY	Minority Leader	Present	
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	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Linda Jones	Cortland County, NY	Legislator	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Present	
Christopher Newell	Cortland County, NY	Legislator	Present	
Joseph Nauseef	Cortland County, NY	Legislator	Present	
Eugene Waldbauer	Cortland County, NY	Legislator	Present	
Sandra Price	Cortland County, NY	Legislator	Present	
George Wagner	Cortland County, NY	Majority Leader	Present	
Paul Heider	Cortland County, NY	Legislator	Present	
Mitchel Eccleston	Cortland County, NY	Legislator	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	

Approval of Minutes

1. Cortland County Legislature - Special Meeting - Feb 17, 2022 6:00 PM

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

2. Cortland County Legislature - Legislative Session - Feb 24, 2022 6:00 PM

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

Privilege of the Floor

Proclamations & Recognitions

Presentation of Petitions, Communications, and Notice

1. Cortlandville Fire Department - Suit Kote Fire Recognition

RESULT:	COMPLETED
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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 – Local Law 4 of 2022 - a Local Law Amending Local Law 2 of 1972 - a Local Law Reapportioning the County of Cortland

RESULT:	ADOPTED [16 TO 1]
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Ronald J. Van Dee

Local Law 4 of 2022 - a Local Law Amending Local Law 2 of 1972 - a Local Law Reapportioning the County of Cortland

WHEREAS, the three month timeline for the Redistricting Commission as established by Local Law 2 of 1972 is insufficient given the challenges posed by numerous factors in 2022, AND

WHEREAS, those factors include a significant delay in the release of the 2020 Census figures by the Federal government, and the adverse impacts posed by the COVID pandemic, AND

WHEREAS, it is the desire of the members of the Redistricting Commission to allow for sufficient time to consider the impact public input and proposed changes in districts and/or district lines may have on the Redistricting Commission's ability to ensure proposed reconfigured maps comply with all the regulations and technical criteria set forth in, and mandated by, newly-released state law, AND

WHEREAS, the deadline of three months to review and submit a proposal sufficient to address the redistricting needs of Cortland County is insufficient given the issues articulated above;

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

Local Law 2 of 1972 is hereby amended as follows:

Article 1:

That Section 206 Paragraph 2, Sentence 2 of Local Law 2 of 1972 is hereby amended by replacing the existing sentence 2 with the following:

The commission shall study the population data and within four (4) months after appointment make recommendations, if necessary, in the form of a proposed local law as to changes in the boundaries of county legislative districts.

Article 2:

Effective Date: This local law shall take effect immediately upon filing in the Office of the Secretary of State in accordance with the requirements of Municipal Home Rule Law.

AGENDA ITEM NO. 2 – Appoint Member - Cortland County Board of Ethics

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

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:

Andy Jewett - Municipal Employee - term to expire December 31, 2025

Referred from Building & Grounds Committee

AGENDA ITEM NO. 3 – OneGroup Safety Contract- Safety Office

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Legislator
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 HEIDER

RESOLUTION NO. 75-22

OneGroup Safety Contract- Safety Office

WHEREAS, the Cortland County Legislature wishes to renew its contract with OneGroup, 706 Clinton Street, Syracuse, New York 13204, AND

WHEREAS, OneGroup, 706 Clinton Street, Syracuse New York 13204, can provide professional services to assist the Safety Office by providing a risk specialist, surveys, risk assessment, and other safety related issues, and continue with education and safety training to County staff, AND

WHEREAS, OneGroup, 706 Clinton Street, Syracuse, New York 13204, will provide this service for the annual sum of \$29,000, paid in quarterly installments, AND

WHEREAS, monies have been budgeted in account A36205.54055 for this purpose, AND

WHEREAS, the term of this agreement shall be from 1/1/2022 through 12/31/2023, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval as to form by the County Attorney or designee, is hereby authorized to execute and agreement with OneGroup, 706 Clinton Street, Syracuse, New York 13204, to provide services as stated in the agreement.

Referred from Highway Committee

AGENDA ITEM NO. 4 – Authorize 2022 Fireworks Agreement with Zambelli Fireworks for Annual July Fireworks Celebration at Dwyer Memorial Park

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

Authorize 2022 Fireworks Agreement with Zambelli Fireworks for Annual July Fireworks Celebration at Dwyer Memorial Park

WHEREAS, Cortland County has held a Fourth of July celebration at Dwyer Memorial Park for many years, AND

WHEREAS, a request for quotes was issued to solicit quotes from fireworks vendors, AND

WHEREAS, one quote was received from Zambelli Fireworks Manufacturing Co. of 120 Marshall Drive, Warrendale, PA 15086, in the amount of \$17,250, AND

WHEREAS, the 2022 Cortland County budget includes the funding for the annual Fourth of July celebration in account A71105.54055, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby authorizes the County Administrator, upon approval of the County Attorney or designee, to enter into a contract with Zambelli Fireworks Manufacturing Co. of 120 Marshall Drive, Warrendale, PA 15086, in the amount of \$17,250.

AGENDA ITEM NO. 5 – Authorize Vendor Fee for Annual Dwyer Memorial Park Fourth of July Celebration - Highway Department

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

Authorize Vendor Fee for Annual Dwyer Memorial Park Fourth of July Celebration - Highway Department

WHEREAS, the County of Cortland holds an annual Fourth of July Celebration at the County-owned Dwyer Memorial Park, AND

WHEREAS, the Highway Committee of the Legislature recommends the implementation of vendor fees for all vendors attending the annual celebration to ensure that vendors show up to the event, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby establishes vendor fees in the amount of \$100 for each vendor in attendance at all future Dwyer Memorial Park Fourth of July Celebrations, effective immediately, AND BE IT FURTHER

RESOLVED, that \$50 of each vendor fee is to be refunded to the vendor post event and \$50 of each vendor fee be deposited into account A711042.42001 as revenue, AND BE IT FURTHER

RESOLVED, that should the vendor not be in attendance at the event, the County will retain the entire vendor fee.

AGENDA ITEM NO. 6 – Extend Bids/Award Agreements Various Materials, Supplies and Services - Highway Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christopher Newell, 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

ON MOTION OF NEWELL

RESOLUTION NO. 78-22

Extend Bids/Award Agreements Various Materials, Supplies and Services - Highway Department

WHEREAS, the Highway Department advertised, received and opened bids for various materials, supplies and services used by the Highway Department in 2019, 2020 and 2021, with an option to extend existing bids for up to three years, AND

WHEREAS, the costs for said various supplies, materials and services have been appropriated in the 2022 Budget, NOW THEREFORE BE IT

RESOLVED, that in accordance with the recommendations of the Highway Committee, the County will extend the existing 2019, 2020 and 2021 bid pricing to 2022 from the current respective low bidder as follows:

100 LL AVIATION GASOLINE AND JET-A FUEL from Ascent Aviation Group, Inc., One Mill Street, Parish, NY 13131.

LIQUID BITUMINOUS MATERIALS from Suit Kote, 1911 Loring Crossing Road, Cortland, NY 13045 with an agreed upon 5% increase.

RECYCLED ASPHALT from Suit Kote, 1911 Loring Crossing Road, Cortland, NY 13045 with an agreed upon 5% increase.

, AND BE IT FURTHER

RESOLVED, that the Cortland County Administrator, upon review and approval as to form by the County Attorney or designee and subject to appropriation of funding by the Legislature, is hereby authorized to execute any agreements associated with said extension.

AGENDA ITEM NO. 7 – Award 2022 Material and Service Bids and Authorize Agreements with Various Vendors - Highway Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christopher Newell, Legislator
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 NEWELL

RESOLUTION NO. 79-22

Award 2022 Material and Service Bids and Authorize Agreements with Various Vendors - Highway Department

WHEREAS, the Cortland County Highway Department advertised, received and opened bids for various materials, supplies and services used by the Highway Department, AND

WHEREAS, the costs for these various supplies, materials and services have been appropriated in

the 2022 Budget, AND

WHEREAS, the Cortland County Highway Superintendent has reviewed the various bid responses and recommends that the following vendors and materials be awarded based on lowest price and best value to the County, NOW THEREFORE BE IT

RESOLVED, that in accordance with the recommendations of the Highway Superintendent that the County Highway Department may purchase materials, supplies and services from the lowest responsible bidder meeting specifications as well as location and availability as follows:

ABRASIVES FOR SNOW & ICE CONTROL from Homer Sand & Gravel, 1865 Rte. 13, Cortland, NY 13045 for \$4.50 per ton.

BITUMINOUS CONCRETE from the vendors quotes on the attached price sheet where cost, quality of material, location of plant in conjunction with location of work to be done and availability will be taken into consideration.

CRACK FILLING from Suit Kote Corporation, 1911 Lornings Cross Rd., Cortland, NY 13045.

CRUSHED STONE from the vendors quotes on the attached price sheet where cost, quality of material, location of pit in conjunction with location of work to be done and availability will be taken into consideration.

GEOTEXTILE No Bids Received

DIESEL FUEL from Mirabito Energy Products, The Metro Center, 49 Court Street, Binghamton, NY 13902.

HEAVY ROCK RIP-RAP from the vendors quotes on the attached price sheet where cost, quality of material, location of pit in conjunction with location of work to be done and availability will be taken into consideration.

HIGHWAY AGGREGATES from the vendors quotes on the attached price sheet where cost, quality of material, location of pit in conjunction with location of work to be done and availability will be taken into consideration.

PAINTING TRAFFIC LINES from Seneca Pavement Marking, Inc., 3526 Watkins Road, Horseheads, NY 14845.

STONE FILLING MATERIALS from the vendors quotes on the attached price sheet where cost, quality of material, location of pit in conjunction with location of work to be done and availability will be taken into consideration

TRANSIT MIX CONCRETE/PRECAST CONCRETE BLOCKS from the vendors quotes on the attached price sheet where cost, quality of material, location of plant in conjunction with location of work to be done and availability will be taken into consideration.

UNLEADED FUEL (87 OCTANE) from Mirabito Energy Products, The Metro Center, 49 Court Street, Binghamton, NY 13902.

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval as to form by the County Attorney or designee and subject to appropriation of funding by the Legislature, is hereby authorized to execute any agreements associated with said bid awards.

AGENDA ITEM NO. 8 – Approve Purchase of Two New Ferris Zereturn Mowers - Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 80-22

Approve Purchase of Two New Ferris Zereturn Mowers - Highway Department

WHEREAS, the Highway Committee has approved the purchase of two (2) new Ferris ISX2200 Zero turn Mowers, AND

WHEREAS, CNY Farm Supply is offering the two mowers with Buyboard Contract # 611-20 at a discount of 17%, AND

WHEREAS, the Highway Superintendent has recommended the purchase of two (2) Ferris ISX2200 Zero turn Mowers with 28 hp Briggs Motor, oil guard system, 61” ICD HD deck, Patented Independent Suspension and Suspension Seats as follows:

VENDOR
CNY Farm Supply
3865 US RT 11
Cortland, NY 13045

QUOTE FOR EACH
\$10,789.17

, AND

WHEREAS, there will be a onetime CNY setup and delivery charge for both for \$500.00, AND

WHEREAS, the mowers are in stock and available for purchase for a total cost of \$22,078.34, AND

WHEREAS, the monies for said purchase are budgeted in the Road Machinery Account # E51305.52030, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment from Account E51305.52030, Highway Equipment for the purchase of two (2) new Zero turn Mowers from CNY Farm Supply in the amount of \$22,078.34.

AGENDA ITEM NO. 9 – Approve Purchase of a Wheel Loader - Highway Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christopher Newell, 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

ON MOTION OF NEWELL

RESOLUTION NO. 81-22

Approve Purchase of a Wheel Loader - Highway Department

WHEREAS, the Highway Committee has approved the purchase of a Caterpillar 950GC Wheel Loader, AND

WHEREAS, the Wheel Loader may be purchased through Milton Cat, 55 Industrial Park Drive, Binghamton, NY using the NYS OGS/NJPA Contract # PC69406 pricing, AND

WHEREAS, the Highway Superintendent recommends the purchase of one (1) Caterpillar 950 GC Wheel Loader as follows:

<u>VENDOR</u>	<u>QUOTE</u>
Milton Cat	\$215,610.00
55 Industrial Park Drive	
Binghamton, NY	

, AND

WHEREAS, the monies for said purchase are budgeted in the 2022 Road Machinery Account # E51305.52030, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment from Account E51305.52030, Highway Equipment for the purchase of one new Caterpillar 950 GC from Milton Cat.

AGENDA ITEM NO. 10 – Accept NY State Aviation Capital Grant for 100 LL AvGas Fuel Farm Relocation and Construction - Cortland County Airport/Highway Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christopher Newell, Legislator
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 NEWELL

RESOLUTION NO. 82-22

Accept NY State Aviation Capital Grant for 100 LL AvGas Fuel Farm Relocation and Construction - Cortland County Airport/Highway Department

WHEREAS, the County has been offered a NYSDOT Aviation Capital Grant to relocate and construct a new 100 LL AvGAS Fuel Farm at the Cortland County Airport, General Levi R. Chase Field, AND

WHEREAS, the Cortland County Highway Department has completed the New York State Environmental Quality Review (SEQR) process for the project and recommends that the project to relocate and construct a new 100 LL AvGas Fuel Farm at the Cortland County Airport will not result in any large and important impacts and, therefore is one which will not have a significant impact on the environment, AND

WHEREAS, the Cortland County Highway Superintendent finds that the project to relocate and construct a new 100 LL AvGas Facility at Cortland County Airport will not result in any significant impacts on the environment, and therefore makes a Negative Declaration under SEQR, AND

WHEREAS, the total cost of the project is \$1,239,905, of which the State of New York grant share would be \$1,103,515.00, and the local participation share required by said grant would be in the amount of \$136,390.00, to be included as part of the Airport Capital Budget, AND

WHEREAS, the County desires to design said project during the 2022 fiscal year, accept said grant monies for the project, and expend said required local participation share, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes and approves the project to design, relocate and construct a new 100 LL AvGas Fuel Farm at the Cortland County Airport, General Levi R. Chase Field at a cost not to exceed \$1,239,905.00, AND BE IT FURTHER

RESOLVED, that the County agrees to fund the entire project amount, not to exceed \$1,239,905, in the first instance, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature hereby accepts the NYSDOT Aviation Grant for the amount of \$1,103,515.00, AND BE IT FURTHER

RESOLVED that County Administrator, upon review and approval as to form by the County Attorney or designee, is hereby authorized to sign the NYS Aviation Capital Grant Agreement to relocate and construct a new 100LLAvGas Fuel Farm at the Cortland County Airport, General Levi R. Chase Field.

AGENDA ITEM NO. 11 – Approve Purchase of One Used Tank Trailer - Solid Waste

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

ON MOTION OF NEWELL

RESOLUTION NO. 83-22

Approve Purchase of One Used Tank Trailer - Solid Waste

WHEREAS, the Highway Committee has approved the purchase of one (1) used tank trailer to be used at the Cortland County Landfill for hauling leachate, AND

WHEREAS, the Highway Superintendent has requested quotes for said used trailer and they are as follows:

<u>VENDOR</u>	<u>QUOTE</u>
Tri Tank Corp. 115 Farrell Road Syracuse, NY 13209	\$34,999.00
Tri-State Trailer Sales, Inc. 3111 Grand Ave. Pittsburg, PA 15225	\$35,750.00
Tracey Road Equipment, Inc. 6803 Manlius Center Road E. Syracuse, NY 13057	\$93,000.00 (New Tank Trailer)

, AND

WHEREAS, the lowest responsible quote for a used tank trailer meeting the requirements for transportation of leachate is from Tri Tank Corp., 115 Farrell Road, Syracuse, NY 13209, AND

WHEREAS, the monies for said purchase are budgeted in the Solid Waste Account # EL999542.52030.LDEQ, NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment from Account EL999542.52030.LDEQ, Solid Waste Equipment for the purchase of one (1) used tank trailer from Tri Tank, 115 Farrell Road, Syracuse, NY 13209 in an amount of \$34,999.00.

Referred from Health & Human Services Committee

AGENDA ITEM NO. 12 – Amend Budget for New York State Office for the Aging Unmet Need Funding - Area Agency on Aging

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
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 PRICE

RESOLUTION NO. 84-22

Amend Budget for New York State Office for the Aging Unmet Need Funding - Area Agency on Aging

WHEREAS, the New York State Office for the Aging has allocated one-time supplemental funds in the amount of \$85,000 for services under Unmet Need, AND

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

WHEREAS, the supplemental funds need to be added to the 2022 budget, NOW THEREFORE BE IT

RESOLVED, that the 2022 County budget be and hereby is amended as follows:

Increase:

Expenses:

A67725.51005.UNAS	Personnel	\$36,625
A67725.58020.UNAS	Retirement	\$5,397
A67725.58030.UNAS	FICA	\$2,949
A67725.58040.UNAS	Worker's Comp	\$1,597
A67725.58060.UNAS	Health	\$3,382
A67725.58062.UNAS	Dental	\$41

A67725.58065.UNAS	Vision	\$9
A67725.54055.UNAS	Professional Services	\$30,000
A67725.54800.UNAS	Program Expense	\$5,000

Revenues:

A677243.43772.UNAS	State Aid - Unmet Need	\$85,000
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AGENDA ITEM NO. 13 – Accept Bids/Authorize Purchase of Miscellaneous Groceries and Frozen Foods - Area Agency on Aging

RESULT: ADOPTED [UNANIMOUS] MOVER: Sandra Price, Legislator 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 PRICE

RESOLUTION NO. 85-22

Accept Bids/Authorize Purchase of Miscellaneous Groceries and Frozen Foods - Area Agency on Aging

WHEREAS, bids were received on February 9, 2022 for the period April 1, 2022 through June 30, 2022, for the purchase of miscellaneous groceries and frozen foods in accordance with specifications on file in the Office of the Clerk of the Cortland County Legislature, for use by Area Agency on Aging and the Sheriff's Department, AND

WHEREAS, the Health and Human Services Committee recommends that bids be awarded to the lowest responsible bidder, AND

WHEREAS, bids were received from the following:

Ginsberg's, PO Box 17, Route 66, Hudson, NY 12534
Smith Packing Co., PO Box 520, Utica, NY 13503-0520
Renzi Food Service, 901 Rail Drive, Watertown, NY 13601

, NOW THEREFORE BE IT

RESOLVED, that bids of the said vendors, in accordance with the specifications, be and hereby are accepted at the bid prices on a per item basis, AND BE IT FURTHER

RESOLVED, that said departments have the right to award bids based on price and quality, AND BE IT FURTHER

RESOLVED, that the above departments are authorized and directed to purchase said items from the lowest responsible bidders and best value for the period April 1, 2022 through June 30, 2022.

AGENDA ITEM NO. 14 – Amend 2022 Budget Consolidated Appropriations Act for Nutrition Services Title III C - Area Agency on Aging

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
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 PRICE

RESOLUTION NO. 86-22

Amend 2022 Budget Consolidated Appropriations Act for Nutrition Services Title III C - Area Agency on Aging

WHEREAS, the New York State Office for the Aging has made available the sum of \$20,979 under the Consolidated Appropriations Act for Nutrition Services, for the period December 27, 2020 through September 30, 2022, for the purpose of COVID disaster relief services, NOW THEREFORE BE IT

RESOLVED that the 2022 County budget be and hereby is amended as follows:

Increase:

Revenues:

A677444.44772.HDC5	Federal Aid - HDC5	\$20,979
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Expenses:

A67745.54800.HDC5	Program Expense	\$20,979
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, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, and subject to appropriation of the funding by the Legislature, is hereby authorized and directed to sign an agreement to accept these funds.

AGENDA ITEM NO. 15 – Appoint/Reappoint Community Services Board and Subcommittee Members - Mental Health Department

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

ON MOTION OF PRICE

RESOLUTION NO. 87-22

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 or death, 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 members has been nominated to fill a vacancies on the Community Services Board and all the Subcommittees, NOW THEREFORE BE IT

RESOLVED, that the following members be and hereby are appointed / reappointed to the Cortland County Community Services Board and three Subcommittees for terms beginning January 1, 2022 and ending as shown below

APPOINT FIRST TERM (TERM EXPIRATION 12/31/2025) except as listed:

Development Disability Subcommittee (DD):

Cynthia Van Patten-Young	2678 State Route 13, Cortland NY 13045 - Geriatric Services
Gwendolyn Barbato	10 Circle Dr, Cortland NY 13045 - School System, Special Ed
Erin Vallely	1 Goodrich Way, Dryden NY 13053-Peer/Professional-Term end 12/2024 complete term a deceased member
Jeff Beal	Route 41A 407, Homer NY 13077

Chemical Dependence Subcommittee (CD)

Dean O'Gorman	23 Louise Dr., Cortland, NY 13045 - Parent / family
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Mental Health Subcommittee (MH)

Jennifer Sylstra	5139 Searls Rd., Cortland NY 13045 - Prevention
Alexandra Mikowski	98 Owego St., Cortland NY 13045 - Professional / Peer

COMMUNITY SERVICES BOARD (CSB)

Cynthia Van Patten-Young	2678 State Route 13, Cortland NY 13045 - 12/31/2023 - Complete term of resigning member
Alexandra Mikowski	98 Owego Street, Cortland NY 13045 - 12/31/2024 - Complete term of resigning member
Jackie Leaf	1895 Green Lake Road, Little York NY 13087
Dean O'Gorman	23 Louise Dr., Cortland NY 13045

REAPPOINT SECOND TERM (TERM EXPIRATION 12/31/2025):

Community Services Board (CSB):

Tiffanie Parker	18 Hamlin Street, Cortland NY
Amanda Rainbow	2719 State Rt 26, Cincinnatus NY 13040

Mental Health Subcommittee (MH):

Ellen Wright	112 Broadway Ave, Cortland, NY 13045
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Chemical Dependence Subcommittee (CD):

AGENDA ITEM NO. 16 – Authorize Agreement for Dwyer Veteran Peer to Peer Counseling Between Clear Path for Veterans and Cortland County Mental Health - Veterans Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
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 PRICE

RESOLUTION NO. 88-22

Authorize Agreement for Dwyer Veteran Peer to Peer Counseling Between Clear Path for Veterans and Cortland County Mental Health - Veterans Services

WHEREAS, Cortland County Department of Mental Health, in partnership with Cortland Veteran Services, wishes to execute a contract for Dwyer Veteran Peer to Peer funding in the amount of \$75,000.00 from the Office of Mental Health, AND

WHEREAS, the Cortland County Legislature approved Resolution No. 336-21 to authorize the County Administrator to accept funding from the New York State Office of Mental Health for Dwyer Peer to Peer funding in an amount not to exceed \$75,000 for Veterans who are experiencing post-traumatic stress symptoms, AND

WHEREAS, Resolution No. 60-22 authorized the amended funding to be accepted from the Office of Mental Health and amended the 2022 Cortland County budget, AND

WHEREAS, Clear Path for Veterans, 1223 Salt Springs Rd., Chittenango, NY 13037 provides Peer to Peer programming, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to execute an agreement with Clear Path for Veterans, 1223 Salt Springs Rd., Chittenango, NY 13037 for the grant period September 1, 2021 through December 31, 2022.

AGENDA ITEM NO. 17 – Appointment of Youth Board Member - Health Department

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

ON MOTION OF PRICE

RESOLUTION NO. 89-22

Appointment of Youth Board Member - Health Department

WHEREAS, the members of the Cortland County Youth Board are appointed by the Cortland County Legislature, AND

WHEREAS, there are vacancies on the Cortland County Youth Board, AND

WHEREAS, Youth Representatives on the Board serve one year terms and all other members serve three year terms, NOW THEREFORE BE IT

RESOLVED, that the following persons be and hereby are appointed as members of the Cortland County Youth Board, to serve without compensation for the following terms:

NAME	CAPACITY	ADDRESS	TERM
Michael Eastman	Access to Independence	48 West Academy St, McGraw, NY 13101	1/1/2022 - 12/31/2024

AGENDA ITEM NO. 18 – Create Temporary Public Health Fellow Positions - Public Health Fellow (4 Positions) and Public Health Fellow Coordinator - Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
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 PRICE

RESOLUTION NO. 90-22

Create Temporary Public Health Fellow Positions - Public Health Fellow (4 Positions) and Public Health Fellow Coordinator - Health Department

WHEREAS, the Cortland County Health Department has been awarded a grant by Health Research, Inc. for the NYS Public Health Corps (NYSPHC) Fellowship Program in the amount of \$849,912 for the period of 9/1/21 - 7/31/23, AND

WHEREAS, Cortland County Health Department will use these funds to recruit, train, deploy and manage NYSPHC Fellows in order to augment LHD capacity to respond to current and emerging public health emergencies, to provide health education services to inform and protect communities, improve outreach and assistance to vulnerable populations and to directly assist with the local COVID-19 public health response, AND

WHEREAS, the Cortland County Health Department needs to create four (4) temporary Public Health Fellow positions (CSEA, Grade 16, \$22.4261-28.2445/HR, competitive, with benefits) and one temporary Public Health Fellow Coordinator (CSEA, Grade 22, \$27.7991-35.0115/HR, competitive, with benefits), AND

WHEREAS, the Health and Human Services Committee recommends the creation of four temporary Public Health Fellow positions and one temporary Public Health Fellow Coordinator position with approval to fill effective March 24, 2022 through July 31, 2023, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature approves the creation of four (4) temporary Public Health Fellow positions (CSEA, Grade 16, \$22.4261-28.2445/HR, competitive, with benefits) and one temporary Public Health Fellow Coordinator (CSEA, Grade 22, \$27.7991-35.0115/HR, competitive, with benefits), with approval to fill effective March 24, 2022 through July 31, 2023, AND BE IT FURTHER

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

A40455.51005	Personnel	\$491,042
A40455.52005	Office Equip	\$22,500

A40455.52060	Computer Equip	\$9,700
A40455.54000	Phone	\$990
A40455.54005	Office Supplies	\$11,330
A40455.54015	Software/Maint Agree	\$3,612
A40455.54020	Postage	\$1,000
A40455.54035	Educ/Train	\$5,000
A40455.54045	Travel	\$27,500
A40455.54213	Copy/Print	\$1,000
A40455.58020	Retirement	\$78,567
A40455.58030	FICA	\$37,565
A40455.58040	Workers Comp	\$14,993
A40455.58060	Health Ins	\$144,288
A40455.58062	Dental Ins	\$675
A40455.58065	Vision Ins	\$150
TOTAL Expense		\$849,912
A40455.43450 PHCF Revenue		\$849,912

, AND BE IT FURTHER

RESOLVED, that the County Administrator and Public Health Director, upon review and approval by the County Attorney or designee, and subject to appropriation of the funding by the Legislature, is hereby authorized and directed to sign an agreement to accept these funds, AND BE IT FURTHER

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

AGENDA ITEM NO. 19 – Authorize Agreement to Accept Funds for Healthy Neighborhoods Grant Health Education - Health Department

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

ON MOTION OF PRICE

RESOLUTION NO. 91-22

Authorize Agreement to Accept Funds for Healthy Neighborhoods Grant Health Education - Health Department

WHEREAS, the New York State Department of Health has awarded Cortland County Health Department \$820,000 for funding of the Healthy Neighborhoods Program Grant, Contract C35565GG, for the contract period of 4/1/2022-3/31/2027, AND

WHEREAS, for the grant year 4/1/22-3/31/23, the New York State Department of Health has awarded Cortland County Health Department \$164,000, AND

WHEREAS, these funds will be used for implementation of specific activities related to reducing the burden of housing related illness and injury, AND

WHEREAS, \$116,545 has already been budgeted in the 2022 County budget, NOW THEREFORE BE IT

RESOLVED, that the 2022 Budget be amended as follows:

<u>Increase Revenue</u>		<u>Increase</u>
A40105.43450.HNP	22-23 HNP	\$47,455
Increase Expenditure		
A40455.54000	Phone	\$840
A40455.54005	Office Supplies	\$1,628
A40455.54020	Postage	\$63
A40455.54045	Travel	\$1,098
A40455.54048	Program Supplies	\$39,724
A40455.54060	Advertising	\$4,000
A40455.54078	Fuel	\$100
A40455.54213	Copy/Print	<u>\$2</u>
		\$47,455

, AND BE IT FURTHER

RESOLVED, that the County Administrator and Public Health Director, upon review and approval by the County Attorney or designee, and subject to appropriation of the funding by the Legislature, is hereby authorized and directed to sign an agreement with New York State Department of Health to accept these funds, AND BE IT FURTHER

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

AGENDA ITEM NO. 20 – Accept Funds-Resource Allocation Plan NYS Office of Children and Family Services-Youth Bureau/Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
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 PRICE

RESOLUTION NO. 92-22

Accept Funds-Resource Allocation Plan NYS Office of Children and Family Services-Youth Bureau/Health Department

WHEREAS, the NYS Office of Children and Family Services, through the Resource Allocation Plan, has made available the sum of \$68,686 to Cortland County, for the Youth Bureau, AND

WHEREAS, the County Youth Bureau has designated the funds to the various County municipalities and agencies for the year 2022 and for which a copy is in the County Youth Bureau Office, AND

WHEREAS, \$53,186 will be allocated to Cortland County municipalities and \$15,500 will be allocated to the Cortland County Youth Bureau administration, \$14,703 which has already been budgeted, AND

WHEREAS, the 2022 County Budget will need to be amended as follows:

		Current	Amendment	Adjusted
Increase:				
A73125.43820.YB	Youth Bureau	\$15,000	\$53,686	\$68,686
A73125.51005	Personal Services	\$9,784	-0-	\$9,784
A73125.58020	Retirement	\$1,268	\$297	\$1,565
A73125.58030	FICA	\$748	-0-	\$748
A73125.58040	Workers' Comp	\$299	-0-	\$299
A73125.58060	Health Insurance	\$2,604	-0-	\$2,604
A73125.54045	Travel/Mileage	\$0	\$200	\$200
A73125.54048	Program Supplies	\$0	\$300	\$300
A73125.54815	Program Exp - SDPP	<u>\$0</u>	<u>\$53,186</u>	<u>\$53,186</u>
		\$14,703	\$53,983	\$68,686
Decrease:				
A40455.58020	Health Ed Retirement	\$35,283.40	\$(297)	\$52,986.40

, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and Public Health Director, upon review and approval by the County Attorney or designee, and subject to appropriation of the funding by the Legislature, is hereby authorized and directed to execute the Resource Allocation Plan with the New York State Office of Children and Family Services to accept these funds, AND BE IT FURTHER

RESOLVED, that the Treasurer's office is authorized to pay from the appropriate expense account and that in the event that the County does not receive the appropriate funds from the New York State Office of Children and Family Services, the County shall not be liable to pay any of its own funds to meet any deficiency under the terms of the contract.

AGENDA ITEM NO. 21 – Award Bid/Authorize Agreement - Advertising/Outreach for WIOA Youth Programs - Cayuga/Cortland Workforce Development Board

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
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 PRICE

RESOLUTION NO. 93-22

Award Bid/Authorize Agreement - Advertising/Outreach for WIOA Youth Programs - Cayuga/Cortland Workforce Development Board

WHEREAS, the Cayuga Cortland Workforce Development Board issued a Request for Proposals for advertising and outreach for all WIOA Young Adult programs, AND

WHEREAS, all proposals were solicited in accordance with County policy, AND

WHEREAS, two proposals were received in response to the request for proposals as follows:

Company	Address	Amount
Beasley Media Group	1 Bala Plaza, Suite 401 Bala Cynwyd, PA 19004	\$142,013.00
Purple Gator, Inc.	1055 Westlakes Drive, Suite 300 Berwyn, PA 19312	\$150,000.00

, AND

WHEREAS, based upon the results of the bid, the Health and Human Services Committee recommends that bid be awarded to the lowest responsible bidder, AND

WHEREAS, the Cayuga Cortland Workforce Development Board recommends the bid be awarded to Purple Gator, Inc., NOW THEREFORE BE IT

RESOLVED, that the contract for WIOA advertising and outreach for all WIOA Young Adult programs be awarded to Purple Gator, Inc., AND BE IT FURTHER

RESOLVED, that the Legislature along with the Cayuga Cortland Workforce Development Board, authorizes the County Administrator, upon review and approval of the County Attorney or designee, to enter into an agreement with Purple Gator, Inc. for WIOA advertising and outreach for all WIOA Young Adult programs for the Cayuga Cortland Workforce Development Board.

AGENDA ITEM NO. 22 – Authorize 2022 Contract with Linstar to Support the Department of Social Services - CAC Division

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
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 PRICE

RESOLUTION NO. 94-22

Authorize 2022 Contract with Linstar to Support the Department of Social Services - CAC Division

WHEREAS, the Department of Social Services (DSS) - Child Advocacy Center (CAC) Division purchased a video recording system in November, 2019 to record forensic interviews for the prosecution of sex abuse cases, AND

WHEREAS, Linstar, Inc. of 430 Lawrence Bell Drive, Ste. 16, Buffalo, NY 14221 has agreed to contract with Cortland County to provide on-site contract services to include the replacement of hardware components, labor, and travel when equipment needs repair and any needed telephone support at an annual cost of \$724.55, split between the NYS OCFS (A40505.54015.OCFS) and NYS OVS (A40505.54015.VOCA) budgets, AND

WHEREAS, the Health & Human Services Committee supports a contract with Linstar on an annual basis, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to sign an agreement with Linstar, Inc. of 430 Lawrence Bell Drive, Ste. 16, Buffalo, NY 14221 for an annual service contract with a term commencing on March 1, 2022 - February 28, 2023.

AGENDA ITEM NO. 23 – Authorize Agreement with Park Outdoor Advertising of New York to Advertise on Billboards for a Commercially Sexually Exploited Youth Public Awareness Campaign – Department of Social Services/CAC Division

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
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 PRICE

RESOLUTION NO. 95-22

Authorize Agreement with Park Outdoor Advertising of New York to Advertise on Billboards for a Commercially Sexually Exploited Youth Public Awareness Campaign – Department of Social Services/CAC Division

WHEREAS, the Department of Social Services - CAC Division was awarded Safe Harbour funds to develop a system of response for commercially sexually exploited children and trafficked at-risk youth, including an awareness campaign, AND

WHEREAS, the Department of Social Services - CAC Division desires to contract with Park Outdoor Advertising of New York, Inc., Finger Lakes Division, 2516 Corning Rd., Elmira, New York 14903 for advertisements on various digital billboards located in Cortland County, AND

WHEREAS, the cost of the advertising (display and maintenance) is \$1,400.00 per month, AND

WHEREAS, this contract shall be for the term March 1, 2022 through September 30, 2022 for a total cost not to exceed \$9,800, AND

WHEREAS, these expenses are budgeted in account Professional Services A40505.54055.SF, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, and subject to any appropriation of funding by the Legislature, are authorized to execute an agreement with Park Outdoor Advertising of New York, Inc., Finger Lakes Division, for the provision of said services.

AGENDA ITEM NO. 24 – Amend Budget for Adult Protective Services Administration for Community Living (ACL) Grant - Department of Social Services

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

ON MOTION OF PRICE

RESOLUTION NO. 96-22

Amend Budget for Adult Protective Services Administration for Community Living (ACL) Grant - Department of Social Services

WHEREAS, the Department of Social Services (DSS) has received an allocation of Federal funds provided by New York State through the Grants to Enhance Adult Protective Services to respond to COVID-19 and administered by the Administration for Community Living (ACL) to enhance, improve, and expand our ability to investigate allegations of abuse, neglect, and exploitation in the context of COVID-19, AND

WHEREAS, this money is intended specifically to support remote work, conduct community outreach, and acquire personal protection equipment and supplies, NOW THEREFORE BE IT

RESOLVED, that the 2022 County budget be and hereby is amended as follows:

Increase:

Expense:

A60105.52060.ACL	Computer Hardware	\$6,300.00
A60105.54005.ACL	Office Supplies	\$7,750.00
A60105.54800.ACL	Program Expense	\$60.00

Revenue:

A601044.44689.ACL	Admin. Of Community Living	\$14,110.00
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AGENDA ITEM NO. 25 – Abolish Executive Administrative Officer/Create Assistant Director of Administrative Services - Department of Social Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
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 PRICE

RESOLUTION NO. 97-22

Abolish Executive Administrative Officer/Create Assistant Director of Administrative Services - Department of Social Services

WHEREAS, the needs of the Department of Social Services will be better served by abolishing one (1) full-time Executive Administrative Officer position and creating one (1) full-time Assistant Director of Administrative Services position, AND

WHEREAS, the Health and Human Services Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one (1) position of Executive Administrative Officer (Grade 10 Management/Confidential, \$46,409-\$56,464/yr, competitive class, full-time, 35 hours/week with benefits) be and hereby is abolished effective March 24, 2022 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Assistant Director of Administrative Services (Grade 8 Management/Confidential, \$53,630-\$65,251/yr, competitive class, full-time 35 hours/week with benefits) be created with permission to fill effective March 24, 2022 at 12:01 am.

AGENDA ITEM NO. 26 – Amend Budget for Rural Transit Assistance Program - Mobility Management

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

Amend Budget for Rural Transit Assistance Program - Mobility Management

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

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

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

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

RESOLVED, that the 2022 budget be amended as follows:

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

Referred from Agriculture/Planning/Environment Committee**Referred from Judiciary & Public Safety Committee**

AGENDA ITEM NO. 27 – Authorize Agreement Upstate Family Defense (Child Welfare) Quality Improvement/Case Load Reduction - Public Defender

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

Authorize Agreement Upstate Family Defense (Child Welfare) Quality Improvement/Case Load Reduction - Public Defender

WHEREAS, the New York State Office of Indigent Legal Services has awarded the Cortland County Public Defender's Office an Upstate Family Defense (Child Welfare) Quality Improvement & Caseload Reduction grant in the amount of \$500,000 for the period 1/1/22 to 12/31/24, to improve the quality of mandated indigent legal representation, AND

WHEREAS, this grant money shall be used to continue to provide salary and fringe benefits funding for Family Court attorney services within the Public Defender's Office, AND

WHEREAS, as required by the County or New York State Office of Indigent Legal Services, the

Public Defender shall collect and report data annually, in statistical and narrative form, to measure this project and shall continuously analyze and evaluate case outcomes to ensure effective use of the funds, AND

WHEREAS, this is a new grant to the Public Defender's Office and was not budgeted for in 2022, NOW THEREFORE BE IT

RESOLVED, the 2022 County budget be amended as follows:

INCREASE:

A117043.43025	State Aid, Indigent Legal Svcs	\$500,000
A11705.51005	Personal Services	\$223,493
A11705.54055	Professional Services	\$150,658
A11705.54000	Telephone	\$450
A11705.54215	I/D Westlaw	\$2,772
A11705.54035	Education & Training	\$6,000
A11705.58020	Retirement	\$33,500
A11705.58030	FICA	\$17,100
A11705.58060	Workers' Compensation	\$6,100
A11705.58060	Health Insurance	\$59,500
A11705.58062	Dental Insurance	\$350
A11705.58065	Vision Insurance	<u>\$77</u>
		\$500,000

AND BE IT FURTHER,

RESOLVED, that the County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized and directed to sign an agreement with New York State Office of Indigent Legal Services, AND BE IT FURTHER

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

AGENDA ITEM NO. 28 – Accept and Authorize 2021 State Homeland Security Projects (SHSP) Grant - Emergency Response

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kelly L. Fairchild-Preston, Legislator
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 FAIRCHILD-PRESTON

RESOLUTION NO. 100-22

Accept and Authorize 2021 State Homeland Security Projects (SHSP) Grant - Emergency Response

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 \$51,215, 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, 2021 to August 31, 2024, 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 2022 budget is amended as follows:

		Current	Change	Revised
A34105.44389.24SHS	Federal DHSES Revenue	0	\$51,215	\$51,215
A34105.54015.24SHS	Maintenance Agreements	0	\$22,954	\$22,954
A34105.52015.24SHS	Dept Specific Equip	0	\$28,261	\$28,261

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or their 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 \$51,215.

AGENDA ITEM NO. 29 – Renew Lease/Authorize Contract Cortland County Regional Training Center – Department of Emergency Response and Communications

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kelly L. Fairchild-Preston, Legislator
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 FAIRCHILD-PRESTON

RESOLUTION NO. 101-22

**Renew Lease/Authorize Contract Cortland County Regional Training Center – Department of
Emergency Response and Communications**

WHEREAS, the Cortland County Legislature adopted Resolution 332-11 which authorized an agreement with Cortlandville Fire District for use of the Cortlandville Fire District's first responder training facility located at 999 Route 13, Cortland, NY 13045, AND

WHEREAS, the Cortland County Legislature adopted Resolution 091-18 which re-authorized the agreement for a five year term expiring December 31, 2022, AND

WHEREAS, the Cortland County Department of Emergency Response and Communications supports continued use of the facility for training of first responders, County departments and organizations, as well as functioning as the County's back up 911 center, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized and directed to enter into a five year lease agreement with the Cortlandville Fire District with a term expiring December 31, 2027.

AGENDA ITEM NO. 30 – Appoint Members - Criminal Justice Advisory Board

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kelly L. Fairchild-Preston, Legislator
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 FAIRCHILD-PRESTON

RESOLUTION NO. 102-22

Appoint Members - Criminal Justice Advisory Board

WHEREAS, Resolution No. 131-05 created the Cortland County Criminal Justice Advisory Board, AND

WHEREAS, the Cortland County Legislature is required by Article III, Section 2 of the Criminal Justice Advisory Board Bylaws to make all appointments to the Board, NOW THEREFORE BE IT

RESOLVED, that the following be and hereby are appointed to the Criminal Justice Advisory Board:

Michael Cardinale	Assigned Counsel Administrator
Hon. Elizabeth Burns	Criminal Court Judge
Rob Corpora	County Administrator
Kevin Fitch	Chair of the Legislature
Kelly Fairchild-Preston	Chair of the Judiciary & Public Safety Committee
Patrick Perfetti	District Attorney
Sharon MacDougall	Director of Community Services/Mental Health
Hon. Mary Beth Mathey	Local Town Judge (Cortlandville Town Court)
Scott Ochs	Sociologist/Criminologist from local college
Palmyre (Pam) Charron	OCM BOCES representative
Tim Lockwood	Catholic Charities Representative
Crystal Jenes	Catholic Charities Representative
Mark Helms	Cortland County Sheriff
Capt. Nicholas Lynch	Jail Administrator
Paul Sandy	Chief of City Police
Tara Driscoll	Alternatives to Incarceration Officer
Keith Dayton	Public Defender
Julie Nezda	Drug Court Coordinator
Susan Neufang	Treatment Provider - ASI, Inc.
Nicole Albro	Cortland County Probation Director
Hon. Julie Campbell	Cortland County Judge
Kimberly Reakes	Crime Victim
Hon. David Alexander	Cortland County Judge
Trooper Jason Cawley	State Trooper

Referred from Government Operations Committee

AGENDA ITEM NO. 31 – Authorize Agreement - Granicus, LLC - Minute Traq/Civic Streaming Subscription & GovQA Program - Cortland County Legislature

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

ON MOTION OF STOCK

RESOLUTION NO. 103-22

Authorize Agreement - Granicus, LLC - Minute Traq/Civic Streaming Subscription & GovQA Program - Cortland County Legislature

WHEREAS, Cortland County desires to continue to create a more efficient legislative process and a more transparent government, AND

WHEREAS, Granicus, LLC provides MinuteTraq to provide for the creation of agendas and minutes, and Civic Streaming for posting these documents, as well as audio and video proceedings in a user-friendly format for public use, AND

WHEREAS, Granicus, LLC provides GovQA to process and track FOIL requests, provide redaction tools for multiple departments and multiple automated workflow options for County-wide departmental use, AND

WHEREAS, the current contract with Granicus, LLC is expiring on April 30, 2022 and it is desired to enter into a three year contract with this software provider, AND

WHEREAS, Granicus has provided a contract with a cost of \$2,188.07 per month for year 1, \$2,261.16 for year 2, and \$2,419.45 for year 3, AND

WHEREAS, the majority of the funds are included in the 2022 budget in Account No. A10405.54015 Maintenance Agreements, AND

WHEREAS, additional funding is needed to include the GovQA portion of the agreement, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is hereby authorized and directed to enter into an agreement with Granicus, LLC, 408 Saint Peter Street, Suite 600, Saint Paul, MN 55102 for the above services and costs for a period of March 25, 2022, through April 30, 2025, AND BE IT FURTHER

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

Increase:

A10405.54015	Maintenance Agreements	\$9,900
A359900	Appropriated Fund Balance	\$9,900

AGENDA ITEM NO. 32 – Authorize Agreement Between Cortland County and County Police Association (CPAC) - Personnel

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

ON MOTION OF STOCK

RESOLUTION NO. 104-22

Authorize Agreement Between Cortland County and County Police Association (CPAC) - Personnel

WHEREAS, the Cortland County and County Policy Association of Cortland County (CPAC) negotiating committees have met to negotiate a new contract, AND

WHEREAS, the negotiating committees have agreed on a new contract, AND

WHEREAS, the County Police Association of Cortland County ratified the contract on March 2, 2022, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby approves the County Police Association of Cortland County contract.

Referred from Finance & Administration Committee

AGENDA ITEM NO. 33 – Accept Bids and Award Contract for County-Wide Office Supplies - Audit 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. 105-22

Accept Bids and Award Contract for County-Wide Office Supplies - Audit Department

WHEREAS, a Request for Proposals (RFP) was issued on January 14, 2022 for a supplier of various office supplies and such bids were due and received by February 22, 2022, AND

WHEREAS, bids were received from the following:

Hummel's Office Plus, 25 Canal Street, Mohawk, NY 13407
WB Mason Co., Inc., 59 Centre Street, Brockton, MA 02301
Pacific Star Corporation, 4350 South Wayside Drive, Houston, TX 77087
Lakeshore Learning Materials, LLC, 2695 E. Dominguez Street, Carson, CA 90895

, AND

WHEREAS, the bids were evaluated to determine whether they met the specifications of the RFP and compared to identify the vendor that represents the lowest responsible bidder, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature awards the contract to WB Mason Co., Inc., 59 Centre Street, Brockton, MA 02301 as the vendor's bid was determined to be in the best interest of the County based on the evaluation performed, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee is authorized to sign an agreement with WB Mason Co., Inc., 59 Centre Street, Brockton, MA 02301, effective April 1, 2022 for a one year term with an option to extend for an additional three one-year terms.

AGENDA ITEM NO. 34 – Abolish/Create One (1) Full-Time Principal Account Clerk & One (1) Full-Time Assistant Accountant - Finance Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Kelly L. Fairchild-Preston, 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. 106-22

Abolish/Create One (1) Full-Time Principal Account Clerk & One (1) Full-Time Assistant Accountant - Finance Department

WHEREAS, the needs of the Department of Finance will be better served by abolishing one (1) full-time Principal Account Clerk position and creating one (1) full-time Assistant Accountant position, AND

WHEREAS, the Finance and Administration Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one (1) position of Principal Account Clerk (Grade 13, \$19.8756/hr - \$24.9079/hr, CSEA Local 1000 AFSCME, AFL-CIO, full-time, 35 hours/week with benefits) be and hereby is abolished effective March 24, 2022 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Assistant Accountant (Grade 18, \$23.5743/hr - 29.5428/hr, CSEA Local 1000 AFSCME, AFL-CIO, full-time 35 hours/week with benefits) be created with permission to fill effective March 24, 2022 at 12:01 am.

Additional Resolutions

AGENDA ITEM NO. 35 – Appoint Cortland County Attorney

Ms. Homer MADE A MOTION TO SUSPEND THE RULES to entertain a resolution for the appointment of a County Attorney, Ms. Preston SECONDED THE MOTION, and after a unanimous voice vote of members present, the MOTION CARRIED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

Appoint Cortland County Attorney

WHEREAS, County Law, Section 500 requires the appointment of a County Attorney, AND

WHEREAS, in accordance with the Cortland County Legislature Rules of Order, Article II Organization Section 2 (D) (ii) says the term of office of the County Attorney shall run concurrent with the elected members of the Legislature, AND

WHEREAS, due to the resignation of Francis J. Casullo, there is a need to appoint a qualified successor, NOW THEREFORE BE IT

RESOLVED, that Victoria J. Monty be and hereby is appointed County Attorney to serve during the tenure of this Board at an annual salary of \$96,238 (Grade 1, Step 3 Management Compensation Plan, exempt) in accordance with the Management/Management Confidential Compensation Employment Policy, effective April 11, 2022 at 12:01 AM, AND BE IT FURTHER

RESOLVED, that the County Attorney shall be the legal advisor to the Cortland County Legislature and every officer whose compensation is paid from County funds, in all matters involving an official act of a civil nature, AND BE IT FURTHER

RESOLVED, that the County Attorney shall prosecute and defend all civil actions and proceedings brought by or against the County, the Cortland County Legislature, and any official act, except as provided by County Law, AND BE IT FURTHER

RESOLVED, that all expenses and disbursements incurred by the County Attorney in the performance of any of the above duties shall be paid by the County, subject to audit.

Announcements

Legislator Price announced that there will be a Special Legislative Session on April 21, 2022 at 6 pm to have a panel and question and answer period for the ongoing opioid issue in Cortland County.

Legislator Price also announced that the next CCTVS meeting is scheduled for April 27, 2022 at 6 p.m. At said meeting, Southern Tier East Regional Planning Board will be providing information about opportunities in and for Cortland County.

Legislative Clerk Hempstead announced that the 50th Cortland County Maple Fest is taking place on April 2nd and 3rd in Marathon.

Adjournment

The meeting was closed at 7:11 PM



Cortland County Legislature

Special Meeting

Legislative Chambers

Cortland, NY 13045

<http://www.cortland-co.org>

~ Minutes ~

Thursday, February 17, 2022

6:00 PM

Board Room

Salute to the Flag

Roll Call

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Legislator	Present	
Beau Harbin	Cortland County, NY	Minority Leader	Present	
Cathy Bischoff	Cortland County, NY	Legislator	Present	
Ronald J. Van Dee	Cortland County, NY	Legislator	Excused	
Susan Wilson	Cortland County, NY	Legislator	Excused	
Richard Stock	Cortland County, NY	Legislator	Excused	
Ann Homer	Cortland County, NY	Legislator	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Linda Jones	Cortland County, NY	Legislator	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Present	
Christopher Newell	Cortland County, NY	Legislator	Present	
Joseph Nauseef	Cortland County, NY	Legislator	Present	
Eugene Waldbauer	Cortland County, NY	Legislator	Present	
Sandra Price	Cortland County, NY	Legislator	Present	
George Wagner	Cortland County, NY	Majority Leader	Present	
Paul Heider	Cortland County, NY	Legislator	Excused	
Mitchel Eccleston	Cortland County, NY	Legislator	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	
Steven DePerrior		Burke Group	Remote	

Presentation

1. Burke Group Compensation Analysis Summary

RESULT: COMPLETED

Adjourn

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Cortland County Legislature

Legislative Session

Legislative Chambers

Cortland, NY 13045

<http://www.cortland-co.org>

~ Minutes ~

Thursday, February 24, 2022

6:00 PM

Board Room

Salute to the Flag

Public Hearing

1. Local Law 3 of 2022 - A Local Law to Repeal Local Law 8 of 2021, a Local Law Overriding Tax Levy Limit for Fiscal Year 2022

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

Call to Order

The meeting was called to order at 6:00 PM by Chair of the Legislature Kevin Fitch

Roll Call

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Legislator	Present	
Beau Harbin	Cortland County, NY	Minority Leader	Present	
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	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Linda Jones	Cortland County, NY	Legislator	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Present	
Christopher Newell	Cortland County, NY	Legislator	Present	
Joseph Nauseef	Cortland County, NY	Legislator	Present	
Eugene Waldbauer	Cortland County, NY	Legislator	Present	

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	NY			
Sandra Price	Cortland County, NY	Legislator	Present	
George Wagner	Cortland County, NY	Majority Leader	Present	
Paul Heider	Cortland County, NY	Legislator	Present	
Mitchel Eccleston	Cortland County, NY	Legislator	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Kristen Monroe	Cortland County, NY	Commissioner of Social Services	Present	
Wendy Franklin	Cortland County, NY	Chief Assistant County Attorney	Present	
Charles Sudbrink	Cortland County, NY	Superintendent of Highways	Present	
John Banewicz	Cortland County, NY	County Treasurer	Present	
Nicole Anjeski	Cortland County, NY	Director of Public Health	Present	
Charles Miller	Cortland County, NY	Buildings and Grounds Supervisor	Remote	
Trisha Jesset	Cortland County, NY	Planning Director	Remote	
Brad Smith	WXHC	Reporter	Remote	

Approval of Minutes

1. Cortland County Legislature - Legislative Session - Jan 27, 2022 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, 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

Privilege of the Floor

Proclamations & Recognitions

Presentation of Petitions, Communications, and Notice

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 – Local Law 3 of 2022 - a Local Law to Repeal Local Law 8 of 2021, a Local Law Overriding Tax Levy Limit for Fiscal Year 2022

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Chair of the Legislature
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 FITCH

RESOLUTION NO. 41-22

Local Law 3 of 2022 - a Local Law to Repeal Local Law 8 of 2021, a Local Law Overriding Tax Levy Limit for Fiscal Year 2022

WHEREAS, the New York State Legislature enacted General Municipal Law §3-c, which establishes a limit upon real property tax levies by local governments, AND

WHEREAS, pursuant to General Municipal Law §3-c (5), a local government may adopt a budget in excess of the tax levy limit only if the governing body of such local government first enacts a local law to override the tax levy limit for the coming fiscal year only, AND

WHEREAS, the Cortland County legislature adopted the 2022 property tax cap override with Resolution No. 284-21 (Local Law No. 8 of 2021) on October 26, 2021, AND

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WHEREAS, New York State law requires the repealing of said override if the County is under the property tax cap to assure that county residents receive a Property Tax Cap refund check, AND

WHEREAS, the proposed Local Law has sat on Legislator's desks for seven days, and a public hearing was held on February 24, 2022, NOW THEREFORE

BE IT ENACTED by the Cortland County Legislature that this Local Law shall repeal said Local Law No. 8 of 2021, which provided for the 2022 property tax cap override.

AGENDA ITEM NO. 2 – Appoint Legislative Liaison to the Cortland County Fire Advisory Board

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

ON MOTION OF FITCH

RESOLUTION NO. 42-22

Appoint Legislative Liaison to the Cortland County Fire Advisory Board

WHEREAS, pursuant to a resolution dated December 18, 1950, which established the Cortland County Fire Advisory Board under the provisions of Article 10, Section 209-K of the General Municipal Law for the purpose, among other things to develop and maintain programs for fire training and mutual aid in case of fire and other public emergencies in which the fire service would be used, AND

WHEREAS, Article 3, Section 4 of the Cortland County Fire Advisory Board By-Laws state that the term of each member be one year, NOW THEREFORE BE IT

RESOLVED, that Joseph Nauseef of 4 W. Main Street, McGraw, NY 13101 is hereby appointed as the legislative liaison to the Cortland County Fire Advisory Board, to serve without compensation for a term expiring December 31, 2022.

AGENDA ITEM NO. 3 – Appoint Members - County, City, Towns, Villages, and Schools (CCTVS) Committee

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

ON MOTION OF FITCH

RESOLUTION NO. 43-22

Appoint Members - County, City, Towns, Villages, and Schools (CCTVS) Committee

WHEREAS, the County, City, Towns, Villages and Schools (CCTVS) Committee has proven to be a valuable opportunity for all municipalities and educational facilities to discuss matters of mutual interest in the past, AND

WHEREAS, the County, City, Towns, Villages and Schools (CCTVS) Committee ceased to be in the years 2020 and 2021 amidst the height of the COVID-19 pandemic, AND

WHEREAS, the County wishes to reestablish the County, City, Towns, Villages and Schools (CCTVS) Committee to provide the opportunity to all interested parties, NOW THEREFORE BE IT

RESOLVED, that the County, City, Towns, Villages and Schools (CCTVS) Committee be and hereby is reestablished, AND BE IT FURTHER

RESOLVED, that Sandra Price be and hereby is appointed as Chair of the County, City, Towns, Villages and Schools (CCTVS) Committee for a term ending December 31, 2023, AND BE IT FURTHER

RESOLVED, and Ann Homer be and hereby is appointed as Vice-Chair of the County, City, Towns, Villages and Schools (CCTVS) Committee for a term ending December 31, 2023.

Referred from Building & Grounds Committee

AGENDA ITEM NO. 4 – Authorize Agreement with ASSA ABLOY Entrance Systems US, Inc. for Courthouse Door Replacement - Buildings & Grounds

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Legislator
SECONDER:	Beau Harbin, Minority Leader
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. 44-22

Authorize Agreement with ASSA ABLOY Entrance Systems US, Inc. for Courthouse Door Replacement - Buildings & Grounds

WHEREAS, the Cortland County Courthouse's two (2) side entrance doors are in need of replacement, AND

WHEREAS, the Buildings and Grounds Department has received a quote for the replacement of the doors at a cost of \$5,628.77 each from ASSA ABLOY Entrance Systems US, Inc., of 28 Corporate Circle, Suite 1, East Syracuse, New York 13057, AND

WHEREAS, the Buildings and Grounds Department has received the necessary historical approvals for the installation of the doors, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is hereby authorized and directed to execute a contract with ASSA ABLOY Entrance Systems US, Inc., of 28 Corporate Circle, Suite 1, East Syracuse, New York 13057, for installation of two (2) doors at the Cortland County Courthouse, AND BE IT FURTHER

RESOLVED, that the funding for said installation shall be paid from the money allocated from the American Rescue Plan funding received by Cortland County for Courthouse repairs as approved by the Cortland County Legislature.

AGENDA ITEM NO. 5 – Amend Resolution No. 17-22 Authorizing Agreement with Bell & Spina Architects for Specs for Cortland County Courthouse Steps Rehabilitation - Buildings and Grounds Department

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Legislator
SECONDER:	Kelly L. Fairchild-Preston, 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. 45-22**

Amend Resolution No. 17-22 Authorizing Agreement with Bell & Spina Architects for Specs for Cortland County Courthouse Steps Rehabilitation - Buildings and Grounds Department

WHEREAS, Resolution No. 17-22 authorized the County Administrator to execute a contract, for an amount not to exceed \$70,000, with Bell & Spina Architects, 215 Wyoming Street, Syracuse, NY 13204, for the completion of the specifications for the Cortland County Courthouse steps repair and replacement. The Cortland County Courthouse exterior stairs have reached the end of their useful life and are in need of repair and replacement, AND

WHEREAS, the cost of the specifications for the Cortland County Courthouse provided by Bell & Spina Architects came in at a cost of \$75,500, NOW THEREFORE BE IT

RESOLVED, that Resolution No. 17-22 be and hereby is amended to authorize the County Administrator, upon approval of the County Attorney, or their designee, to execute a contract for an amount not to exceed \$75,500, with Bell & Spina Architects, 215 Wyoming Street, Syracuse, NY 13204, for the completion of the specifications for the Cortland County Courthouse steps repair and replacement, AND BE IT FURTHER

RESOLVED, that the County Administrator be and hereby is authorized to sign any documentation to allow for the submission of any grant applications that may be available to support the necessary repairs and improvements.

Referred from Highway Committee**AGENDA ITEM NO. 6 – Amend 2022 Budget Purple Heart County Signs - Highway Department**

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, Wagner, Heider, Eccleston

ON MOTION OF NEWELL**RESOLUTION NO. 46-22**

Amend 2022 Budget Purple Heart County Signs - Highway Department

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service, AND

WHEREAS, the Cortland County Legislature unanimously adopted Resolution No. 65-21 which designated Cortland County as a Purple Heart County, AND

WHEREAS, the Cortland County Veterans Services Agency and the Cortland County Highway Department would like to put signs on County roadways to honor this designation, NOW THEREFORE

BE IT

RESOLVED, that the Cortland County Legislature approves of the expenditure of up to \$5,000 to produce and affix Purple Heart County signs for County roadways, AND BE IT FURTHER

RESOLVED, that the 2022 budget be and hereby is amended as follows:

Increase:

A359900	Appropriated Fund Balance	\$5,000
A99015.99014	Interfund Transfer-Out - County Road	\$5,000
D99015.45031	Interfund Transfer-In - General Fund	\$5,000
D33105.54007	Material & Supplies	\$5,000

AGENDA ITEM NO. 7 – Authorize 2022 Landfill Amnesty Credit for Municipalities - Highway Department/Landfill

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christopher Newell, 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

ON MOTION OF NEWELL

RESOLUTION NO. 47-22

Authorize 2022 Landfill Amnesty Credit for Municipalities - Highway Department/Landfill

WHEREAS, the Highway Committee of this Legislature believes that the municipalities of Cortland County will be better served by authorizing a credit to be used at the Cortland County Landfill for the disposal of waste other than garbage at no charge, AND

WHEREAS, the Highway Committee has previously recommended that there be a 30-ton limit per municipality, AND

WHEREAS, the Cortland County Landfill no longer accepts tires at their facility, AND

WHEREAS, the Superintendent of the Highway Department is authorized to establish a credit for each municipality to dispose of waste at no charge, NOW THEREFORE BE IT

RESOLVED, the Superintendent of the Highway Department shall provide each municipality in Cortland County a credit of \$2,700.00 for 2022 and allow said municipalities to dispose of their waste other than garbage at the Cortland County Landfill, AND BE IT FURTHER

RESOLVED, that only authorized municipal representatives utilizing authorized municipal vehicles may bring the waste to the County Landfill in order to make use of the above referenced credit, AND BE IT FURTHER

RESOLVED, that any metal objects (including white goods), construction and demolition waste, and tree waste shall be separated by category at the landfill site by the municipality making delivery, AND BE IT FURTHER

RESOLVED, that tires shall be excluded as an item that is accepted from the municipalities

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wishing to utilize the amnesty credit, AND BE IT FURTHER

RESOLVED, the Superintendent of the Highway Department shall furnish the Legislature with an accounting of all waste delivered to the landfill utilizing the amnesty credit.

AGENDA ITEM NO. 8 – Award Bid for One Articulating Boom Lift - Highway Department & Buildings and Grounds Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 48-22

Award Bid for One Articulating Boom Lift - Highway Department & Buildings and Grounds Department

WHEREAS, the Highway Superintendent advertised, received and opened proposals for an Articulating Boom Lift, AND

WHEREAS, the proposals for the Articulating Boom Lift are as follows:

Articulating Boom Lift

VENDOR

PROPOSAL

Integra Supply
P.O. Box 1177
Tully, NY 13159

\$ 47,950.00
2014 Skyjack SJ63AJ 258

Skyworks LLC
955 Spencer Street
Syracuse, NY 13204

\$77,800.00
2017 JLG 600 AJ SP SG

, AND

WHEREAS, it would be in the best interest of Cortland County to purchase the used 2014 Skyjack SJ63AJ 258 with 2,148 hours from Integra Supply, 801 NYS Route 11, Tully, NY 13159, for the total proposed amount of \$47,950.00, AND

WHEREAS, the Boom Lift is going to be shared between the Buildings and Grounds Department and the Highway Department, AND

WHEREAS, the previous articulating boom lift has been auctioned and sold, NOW THEREFORE BE IT

RESOLVED, the bid from Integra Supply be accepted for an amount not to exceed \$47,950.00, AND BE IT FURTHER

RESOLVED, the bid from Skyworks LLC be rejected, AND BE IT FURTHER

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to

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make payment from the Road Machinery account # E51305.52030 (\$23,975.00) and Buildings and Grounds Account # A16205.52030 (\$23,975.00) for the purchase of one (1) used Articulating Boom Lift to Integra Supply for an amount not to exceed \$47,950.00 AND, BE IT FURTHER

RESOLVED, the 2022 budget be amended as follows:

Increase: A16205.52030	Vehicles	\$23,975.00
Decrease: A16205.54076	Bldg R&M	\$23,975.00

AGENDA ITEM NO. 9 – Authorize MH-3 Lease Agreement for the Cortland County Airport - Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 49-22

Authorize MH-3 Lease Agreement for the Cortland County Airport - Highway Department

WHEREAS, Cortland County currently owns, maintains and leases various hangar buildings and spaces at Cortland County Airport on a monthly basis, AND

WHEREAS, in accordance with Local Law No. 8 of 2012 as restated by Local Law 13 of 2014, the County has negotiated with 7:47 Aviation, Inc., 922 NYS Route 222, Cortland, NY 13045 for the lease of hangar building MH-3 at the Cortland County Airport, AND

WHEREAS, the Cortland County Highway Committee has approved a motion recommending that the Cortland County Legislature approve the lease of hangar MH-3 with 7:47 Aviation, Inc. for a term of five (5) years commencing on January 1, 2022 and terminating on December 31, 2026, AND

WHEREAS, the monthly rental rate shall be as follows:

<u>Year</u>	<u>Monthly Rental Rate</u>
Year 1 (2022)	\$600.00
Year 2 (2023)	\$610.00
Year 3 (2024)	\$620.00
Year 4 (2025)	\$630.00
Year 5 (2026)	\$640.00

, NOW THEREFORE BE IT

RESOLVED, that the Legislature hereby approves the lease of said hangar MH-3, in its entirety, at Cortland County Airport to 7:47 Aviation, Inc., 922 NYS Route 222, Cortland, NY 13045 in accordance with the rental rate schedule for a term of five years as stated above, AND BE IT FURTHER

RESOLVED, that the Cortland County Administrator, upon review and approval by the County Attorney, or designee, is hereby authorized to execute a lease agreement with 7:47 Aviation, Inc. for the lease of hanger MH-3 at the Cortland County Airport.

Minutes Acceptance: Minutes of Feb 24, 2022 6:00 PM (Approval of Minutes)

AGENDA ITEM NO. 10 – Authorize MH-1 Hangar Lease for the Cortland County Airport - Highway Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christopher Newell, Legislator
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 NEWELL

RESOLUTION NO. 50-22

Authorize MH-1 Hangar Lease for the Cortland County Airport - Highway Department

WHEREAS, Cortland County currently owns, maintains and leases various hangar buildings and spaces at Cortland County Airport on a monthly basis, AND

WHEREAS, in accordance with Local Law No. 8 of 2012 as restated by Local Law 13 of 2014, the County has negotiated with 7:47 Aviation, Inc., 922 NYS Route 222, Cortland, NY 13045 for the lease of hangar building MH-1 at Cortland County Airport, AND

WHEREAS, the Cortland County Highway Committee has approved a motion recommending that the Cortland County Legislature approve the lease of hangar MH-1 with 7:47 Aviation, Inc., for a term of five (5) years commencing on January 1, 2022 and terminating on December 31, 2026, AND

WHEREAS, the monthly rental rate shall be as follows:

<u>Year</u>	<u>Monthly Rental Rate</u>
Year 1 (2022)	\$1,180.00
Year 2 (2023)	\$1,200.00
Year 3 (2024)	\$1,220.00
Year 4 (2025)	\$1,240.00
Year 5 (2026)	\$1,260.00

, NOW THEREFORE BE IT

RESOLVED, that the Legislature hereby approves the lease of said hangar MH-1, in its entirety, at Cortland County Airport to 7:47 Aviation, Inc., 922 NYS Route 222, Cortland, NY 13045 in accordance with the rental rate schedule for a term of five years as stated above, AND BE IT FURTHER

RESOLVED, that the Cortland County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to execute a lease agreement with 7:47 Aviation, Inc. for the lease of hanger MH-1 at the Cortland County Airport.

AGENDA ITEM NO. 11 – Abolish Assistant Heavy Equipment Maintenance Mechanic/Create Heavy Equipment Maintenance Mechanic - Highway Department

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

Minutes Acceptance: Minutes of Feb 24, 2022 6:00 PM (Approval of Minutes)

Abolish Assistant Heavy Equipment Maintenance Mechanic/Create Heavy Equipment Maintenance Mechanic - Highway Department

WHEREAS, the needs of the Highway Department will be better served by abolishing one (1) full-time Assistant Heavy Equipment Maintenance Mechanic position and creating one (1) full-time Heavy Equipment Maintenance Mechanic position, AND

WHEREAS, the Highway Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one (1) position of Assistant Heavy Equipment Maintenance Mechanic (Grade 17 CSEA, \$22.3229-28.1118/hr, non-competitive class, full-time, 40 hours/week with benefits) be and hereby is abolished effective February 24, 2022 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Heavy Equipment Maintenance Mechanic (Grade 18 CSEA, \$23.1209-\$29.1167/hr, non-competitive class, full-time 40 hours/week with benefits) be created with permission to fill effective February 24, 2022 at 12:01 am.

Referred from Health & Human Services Committee

AGENDA ITEM NO. 12 – Appointment of Youth Board Members - Health Department

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

ON MOTION OF PRICE

RESOLUTION NO. 52-22

Appointment of Youth Board Members - Health Department

WHEREAS, the members of the Cortland County Youth Board are appointed by the Cortland County Legislature, AND

WHEREAS, there are vacancies on the Cortland County Youth Board, AND

WHEREAS, Youth Representatives on the Board serve one year terms and all other members serve three year terms, NOW THEREFORE BE IT

RESOLVED, that the following persons be and hereby are appointed as members of the Cortland County Youth Board, to serve without compensation for the following terms:

NAME	CAPACITY	ADDRESS	TERM
Joyce Allen	CAPCO	16 Pearne Avenue Cortland, NY 13045	1/1/2022 - 12/31/2024
Kayla Smith	Community Member	152 S. Main St., Cortland, NY 13045	1/1/2022 - 12/31/2024
Jordan Thomas	Youth Representative	26 Pearne Avenue Cortland, NY 13045	1/1/2022 - 12/31/2022

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Josh Wright	Guthrie Cortland Medical Center	53 Greenbush Street, Apt. 4 Cortland, NY 13045	1/1/2022 - 12/31/2024
Amanda DeLee	Catholic Charities	102 County Road 11 Pitcher, NY 13136	1/1/2022 - 12/31/2024
Jennifer Sylstra	Children & Family Counseling	5139 Searls Road Cortland, NY 13045	1/1/2022 - 12/31/2024
Mindy Gardner	YWCA Representative	97 Evergreen Street Cortland, NY 13045	1/1/2022 - 12/31/2024
Anthony Perioli	Community Member	61 North Main Street Homer, NY 13077	1/1/2022 - 12/31/2024
Sean Main	Community Member	15 S. Franklin Street Cortland, NY 13045	1/1/2022 - 12/31/2024
Shannon Phillips	Cortland Works Career Center	99 Main Street Cortland, NY 13045	1/1/2022 - 12/31/2024
Patricia Schaap	CC Mental Health Department	60 Central Avenue Cortland, NY 13045	1/1/2022 - 12/31/2024
Michael Eastman	Access to Independence	48 West Academy St., McGraw, NY 13101	01/01/2022-12/21/2024

AGENDA ITEM NO. 13 – Appoint/Reaffirm Members - Older Americans Act Advisory Council

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
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 PRICE

RESOLUTION NO. 53-22

Appoint/Reaffirm Members - Older Americans Act Advisory Council

WHEREAS, the By-Laws of the Older Americans Act Advisory Council of the Cortland County Area Agency on Aging state membership shall be 15-25 voting members with at least fifty percent of the membership to be at least sixty years of age that represent target group seniors according to the Older Americans Act of 1965, as amended, and shall also include representatives of health care provider organizations, including veterans and supportive services provider organizations, be broadly representative of all aspects of the County, and include local elected officials and the general public, AND

WHEREAS, Article 4, Section 4, states the term shall be for three years, or appointed to complete a term of a person who has resigned, the new person's length of term is defined as the period of the original member's term, with a maximum of two consecutive terms, NOW THEREFORE BE IT

RESOLVED that the following appointments be appointed/reaffirmed:

William Hopkins-Community Member (2 nd Term)	Term to expire 12/31/24
Maria Dillingham-Purcell - Community Member (2 nd Term)	Term to expire 12/31/24
Barb Nichols-Community Member (2 nd Term)	Term to expire 12/31/24
Jan Dempsey-Community Member 1st Term)	Term to expire 12/31/23
Dixie Latimer - Community Member (1 st Term)	Term to expire 12/31/24
Eden Harrington-Hall - Community Member (1 st Term)	Term to expire 12/31/24
Sheila Cohen-Community Member (2 nd Term)	Term to expire 12/31/24
Melissa Potter - Mobility Manager (1 st Term)	Term to expire 12/31/24
Joanne Brown-Cortland Chenango Rural Services (2 nd Term)	Term to expire 12/31/24

Sharon Zeches- Community Member (1st Term)
 Mary Ellen Bloodgood - Community Member (1st Term)
 Beverly Ryan - Community Member (1st Term)
 Shawna Grinnell - Cortland Housing Council (1st Term)
 Mary Coye-Robillard - Tompkins Trust Co. (1st Term)
 Mary Kimberly - Community Member (2nd Term)

Term to expire 12/31/24
 Term to expire 12/31/23
 Term to expire 12/31/23
 Term to expire 12/31/24
 Term to expire 12/31/24
 Term to expire 12/31/22

Ex-Officio

Chris Newell-Cortland County Legislator

AGENDA ITEM NO. 14 – Amend 2022 Budget Supportive Services– Title IIIB – 2021 Carryover - Area Agency on Aging

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

ON MOTION OF PRICE

RESOLUTION NO. 54-22

Amend 2022 Budget Supportive Services– Title IIIB – 2021 Carryover - 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, 2022, AND

WHEREAS, the grant had funds in the amount of \$3,037 remaining at the end of 2021 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 2022 County Budget be and hereby is amended as follows:

Increase:

Revenues:

A677244.44772.4330	Federal Aid - Title IIIB	\$3,037
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Expenses:

A67725.54060.4330	Legal / Advertising	\$3,037
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AGENDA ITEM NO. 15 – Amend 2022 Budget NYConnects – Aging and Disability Resource Center (ADRC) – 2021 CARRYOVER - Area Agency on Aging

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

**Amend 2022 Budget NYConnects – Aging and Disability Resource Center (ADRC) – 2021
CARRYOVER - 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, 2022, AND

WHEREAS, the grant had funds in the amount of \$17,391 remaining at the end of 2021 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 2022 County Budget be and hereby is amended as follows:

Increase:

Revenues:

A677243.43772.17BIP	State Aid - NYConnects	\$17,391
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Expenses:

A67725.54055.17BIP	Professional Services	\$5,000
A67725.54800.17BIP	Program Expense	\$12,391

AGENDA ITEM NO. 16 – Amend 2022 Budget Nutrition Services – Title IIIC – 2021 Carryover - Area Agency on Aging

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

Amend 2022 Budget Nutrition Services – Title IIIC – 2021 Carryover - 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, 2022, AND

WHEREAS, the grant had funds in the amount of \$12,326 remaining at the end of 2021, 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 2022 County Budget be and hereby is amended as follows:

Increase:

Revenues:

A677444-44772 4340	Federal Aid - Title IIIC	\$12,326
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Expenses:

A67745-51010 4340	Personal	\$8,222
A67745-58030 4340	FICA	\$629
A67745-58040 4340	Workers Comp	\$995
A67745-54007 4340	Janitorial Materials & Supplies	2,480

AGENDA ITEM NO. 17 – Amend 2022 Budget Family Caregiver Support Program – Title IIIE – 2021 Carryover - Area Agency on Aging

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

ON MOTION OF PRICE

RESOLUTION NO. 57-22

Amend 2022 Budget Family Caregiver Support Program – Title IIIE – 2021 Carryover - 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, 2022, AND

WHEREAS, the grant had funds in the amount of \$1,314 remaining at the end of 2021, 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 2022 County Budget be and hereby is amended as follows:

Increase:

Revenues:

A677244-44772 4332	Federal Aid - Title IIIE	\$1,314
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Expenses:

A67725-54055 4332	Professional Services	\$1,314
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AGENDA ITEM NO. 18 – Reappoint Commissioner of Social Services - Department of Social Services

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

ON MOTION OF PRICE**RESOLUTION NO. 58-22****Reappoint Commissioner of Social Services - Department of Social Services**

WHEREAS, the Cortland County Legislature, through Resolution No. 274-02, appointed Kristen Monroe as the Commissioner of Social Services on July 10, 2002 for a five-year term ending July 9, 2007 and reappointed through Resolution No.152-07 on July 10, 2007 for a five-year term ending July 9, 2012 and reappointed through Resolution No. 97-12 for a five-year term ending July 9, 2017 and reappointed through Resolution No. 72-17 for a five-year term ending July 9, 2022, pursuant to Section 116 of Social Services Law, AND

WHEREAS, the County Administrator, pursuant to Local Law No. 5 of 2018 and the duties and responsibilities in accordance with the Civil Service job description for County Administrator, is responsible for making recommendations to the County Legislature for the appointment of each department head, AND

WHEREAS, the County Administrator, after evaluation, recommends the reappointment of Kristen Monroe as Commissioner of Social Services, AND

WHEREAS, the Health and Human Services Committee, after reviewing the evaluation and recommendation of the County Administrator, concurs with the County Administrator's recommendation of reappointment, NOW THEREFORE BE IT

RESOLVED, that Kristen Monroe, be and is hereby appointed for a term commencing July 10, 2022 and ending July 9, 2027, and shall be compensated in accordance with the Management and Management Confidential Compensation Policy as may be amended from time to time.

AGENDA ITEM NO. 19 – Authorize Agreements for Children with Special Needs Program - Health Department

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

ON MOTION OF PRICE**RESOLUTION NO. 59-22****Authorize Agreements for Children with Special Needs Program - Health Department**

WHEREAS, the Cortland County Health Department's Children with Special Needs Division, Pre-K Program is required to pay for services as approved in an Individual Education Plan (IEP), requiring contracts with providers, AND

WHEREAS, such services include but are not limited to special instruction, speech pathology, physical therapy, occupational therapy, social work service, nutrition, audiology, transportation, aide and day care services, AND

WHEREAS, the following agencies contract to provide educational evaluations and services at the State-approved rates that are set by the State Education Department:

- Children's Unit for Treatment - SUNY Binghamton
- Racker Center
- Liberty Resources POST
- Children's Therapy Network
- Gorge Fall Therapy
- Here 2 Learn

, AND

WHEREAS, the following individuals and agencies contract to provide related services at negotiated rates (\$40.00-\$190.00 per half hour) (\$15.00/hr. 1:1 Aide Service):

- A Step Ahead Therapeutic Services, PLLC
- Diana Brewer
- Diane Briggs
- Building Blocks
- CAPCO
- Children's Therapy Network
- Cincinnati Central School District
- Cortland City Enlarged School District
- Cortland County Child Development Center
- Karla Eshelman
- Elaine Fisher
- Gorge Falls Therapy
- Hear 2 Learn
- Homer Central School District
- Liberty Resources POST
- LifeSpan Therapy Services
- Marathon Central School District
- Oswego County BOCES
- Racker Center
- Sprout Therapy Group
- SUNY Cortland College Daycare Center, Inc.
- Amy Chauvin White
- YWCA

, AND

WHEREAS, other qualified service providers for educational and related services may needed,
AND

WHEREAS, monies for above services are budgeted in expenditure account:

A40465.54445.PreK-Tuition

, AND

WHEREAS, these contracts shall be for the term July 1, 2022 through June 30, 2024 with a ninety day extension clause allowing the respective agreements to be extended until September 30, 2024 if successor agreements are not executed by July 1, 2024, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Administrator and the Public Health Director, upon

review and approval by the County Attorney or designee, are authorized to execute agreements for the provision of said services with fully qualified providers.

AGENDA ITEM NO. 20 – Amend 2022 Budget/Accept Increased State Aid Funding First Quarter - Mental Health Department

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

ON MOTION OF PRICE

RESOLUTION NO. 60-22

Amend 2022 Budget/Accept Increased State Aid Funding First Quarter - Mental Health Department

WHEREAS, the Cortland County Legislature and County Administrator approved to contract with and accept funds from NYS Office of Mental Health and Office of Addiction Services and Support (OASAS) for various County community programs for the year 2022, AND

WHEREAS, Cortland County Mental Health Department has received confirmation from the NYS Office of Mental Health and OASAS that State Aid funding for some programs has been increased for 2022, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to execute an agreement to accept the fund amendments as listed, AND BE IT FURTHER

RESOLVED, that the 2022 County Mental Health budget be amended as follows:

Increase Revenue:

Agency	Account Number	Budget Amt	Total Alloc.	Inc/Dec
Catholic Charities of Cortland County	A43105.54815.4213	\$ 1,064,584.00	\$1,065,276.00	\$692.00 Includes \$500 one time funding for lock boxes
Contact Community Services	A43105.54815.4227	\$10,100.00	\$10,100.00	
Family Counseling Services	A43105.54815.4208	\$945,782.00	\$987,040.00	\$41,258.00 One Time Funding
Franziska Racker Center	A43105.54815.4219	\$40,454.00	\$40,454.00	
JM Murray Center, Inc.	A43105.54815.4216	\$215,060.00	\$215,110.00	\$50.00
MHA of Cortland County	A43105.54815.4221	\$20,010.00	\$20,010.00	
Seven Valleys Health Coalition	A43105.54815.427V	\$12,120.00	\$12,120.00	
Cortland Enlarged City School District	A43105.54815.4211	\$98,237.00	\$98,237.00	
Guthrie Cortland Medical Center	A43105.54815.4222	\$28,206.00	\$28,301.00	\$95.00
Cortland County			\$75,000	\$75,000 Pass-

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				through to the Veteran's program
		\$2,434,553.00	2,551,648.00	\$117,095

Revenue Accounts:

OASAS	A-04-4312-4310.43492	\$41,850.00
OMH	A-04-4312-4310.43490	<u>\$75,245.00</u>
	TOTAL	\$117,095.00

Referred from Agriculture/Planning/Environment Committee

AGENDA ITEM NO. 21 – Authorize Agreement with New York State Office of Information Technology Service - Upgraded Geographic Information Systems Digital Orthoimagery Data - Cortland County Planning Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Beau Harbin, Minority 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 HARBIN

RESOLUTION NO. 61-22

Authorize Agreement with New York State Office of Information Technology Service - Upgraded Geographic Information Systems Digital Orthoimagery Data - Cortland County Planning Department

WHEREAS, the New York State Office of Information Technology Geographic Information Systems (GIS) Program Office (GPO) is providing an opportunity for Cortland County to collect up-to-date aerial imagery to support a wide range of uses. The Statewide Digital Orthoimagery Program (NYSDOP) has collected aerial imagery for a portion of the State every year since the Spring of 2001, AND

WHEREAS, the most recent Statewide Digital Orthoimagery Program (NYSDOP) imagery update for Cortland County was flown in the Spring of 2018 which was the state fund based program with 1-foot resolution orthoimagery which is a 4-band imagery with the advantage of both natural color and color infrared (CIR) imagery which can be viewed at the same time, AND

WHEREAS, Cortland County has been given the option to upgrade to increase the imagery resolution to 0.5 feet (6 inch), requiring to only fund the additional costs of the upgrade when compared to the base cost paid by the State, AND

WHEREAS, higher resolution orthoimagery is an integral component of GIS, as it serves two functions in GIS. First, it is used in map abstraction and creating map objects that accurately represent the real-world features. Second, orthoimagery is commonly used as a base map for large scale mapping, AND

WHEREAS, upgrading from 1-foot (12 inch) resolution to 0.5 foot (6 inch) higher resolution orthoimagery will improve the accuracy and visualization of the mapping to allow the user to have an image with such accuracy to detect on the ground physical features such as sewer, water, culvert and other vital infrastructure, AND

WHEREAS, there is a need for the Cortland County GIS system to expand with the future needs of the County. The upgrade to the higher resolution orthoimagery will allow for increased efficiency and productivity in areas such as Emergency Response, Environmental Health, Planning and Real Property allowing the GIS system to provide accurate and effective data to the user, AND

WHEREAS, the cost to Cortland County for this upgrade would not exceed the cost of \$56,900.00, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign the agreement with New York State Office of Information Technology Service for Upgraded Geographic Information Systems Digital Orthoimagery Data in the amount not to exceed of \$56,900.00, to be paid out of the 2022 budget AND, BE IT FURTHER

RESOLVED, the 2022 budget be amended as follows:

INCREASE:

A80205.54055	Professional Services	\$56,900.00
A359900	Appropriated Fund Balance	\$56,900.00

AGENDA ITEM NO. 22 – Rescind Resolution No. 347-21/ Authorize Agreement Bus Shelter Handi-Hut, Inc. - Cortland County Planning Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Kelly L. Fairchild-Preston, 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. 62-22

Rescind Resolution No. 347-21/ Authorize Agreement Bus Shelter Handi-Hut, Inc. - Cortland County Planning Department

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

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

WHEREAS, Resolution No. 347-21 approved a contract with Handi-Hut, Inc. for the purchase of the bus shelter in the amount of \$7,330.00, AND

WHEREAS, there has been a price increase on the quotation received from 2021 by all bidders on the bus shelter, AND

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

Company	Address	Quote
Handi-Hut, Inc.	3 Grunwald St, Clifton, NJ 07013	\$8,015.00
Brasco International, Inc.	32400 Industrial Drive, Madison Heights, MI 48071	\$9,250.00
Columbia Equipment Co.	72 Albany Avenue, Freeport, NY 11520	\$14,490.00

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, AND

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

WHEREAS, Cortland County will be reimbursed up to \$9,999.00 for the purchase of this shelter, AND

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

RESOLVED, that the County Administrator, upon review and approval as to form by the County Attorney or designee, is hereby authorized to sign an agreement with Handi-Hut Inc., 3 Grunwald Street, Clifton, NJ 07013 for a bus shelter in an amount of \$8,015.00, AND BE IT FURTHER

RESOLVED, the 2022 budget be amended as follows:

INCREASE:

A56305.52015	Department Specific Equipment	\$8,015.00
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DECREASE:

A56305.52030	Vehicles	\$8,015.00
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AGENDA ITEM NO. 23 – Authorize County Mobility Manager to Adjust Fee Schedule to Administer Bus Advertising Services on Cortland County Owned Buses - Cortland County Planning Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Beau Harbin, Minority 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 HARBIN

RESOLUTION NO. 63-22

Authorize County Mobility Manager to Adjust Fee Schedule to Administer Bus Advertising Services on Cortland County Owned Buses - Cortland County Planning Department

WHEREAS, the Cortland County Mobility Manager is to manage all aspects of the bus advertising program on County owned buses, including design, working with local sign company to produce, install and remove designs and all administrative functions, AND

WHEREAS, Cortland County owned buses have space for transit display advertising, AND

WHEREAS, Resolution No. 97-21 states that it is in the best interest of Cortland County for the County Administrator in conjunction with the County Mobility Manager to administer the transit display advertising contracts, AND

WHEREAS, it is proposed to authorize Cortland County Mobility Manager in conjunction with Cortland County Administrator to adjust the advertising fee schedule on County owned buses based on the evolving needs of the program, AND

Minutes Acceptance: Minutes of Feb 24, 2022 6:00 PM (Approval of Minutes)

WHEREAS, the cost of production, installation, and removal of the advertisement will be an additional cost and responsibility of the advertiser, AND

WHEREAS, there will be no charge to Cortland County agencies and programs to advertise on Cortland County-owned buses, AND

WHEREAS, any proposals for the transit display advertising space on County-owned buses must be in accordance with the procedures set forth by the New York State Department of Transportation as to the guidelines for advertising on vehicles as well as guidelines set forth by Cortland County, AND

WHEREAS, all revenue generated from said advertising will be allocated toward offsetting the local share of Federal Section 5311 Mobility Management and will be deposited in account A563042.41289.BUS, NOW THEREFORE BE IT

RESOLVED, that the County Administrator in conjunction with the Cortland County Mobility Manager or designee, is hereby authorized and directed to adjust the advertising fee schedule on County owned buses.

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 24 – Appoint Members Assigned Counsel Plan Committee - Office of Assigned Counsel

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

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO. 64-22

Appoint Members Assigned Counsel Plan Committee - Office of Assigned Counsel

WHEREAS, the Cortland County Legislature adopted Resolution No. 61-15 which created the Assigned Counsel Plan and the Assigned Counsel Plan Administrator, AND

WHEREAS, the Assigned Counsel Plan calls for the appointment of a Assigned Counsel Plan Committee to oversee the operation of the Assigned Counsel Plan and its Administrator, AND

WHEREAS, the Assigned Counsel Plan specifies that the Assigned Counsel Plan Committee shall consist of four members of the Bar Association elected by membership as a whole, and four members of the County Legislature to be selected as the County may determine, NOW THEREFORE BE IT

RESOLVED, that the following individuals are hereby appointed to serve on said Assigned Counsel Plan Committee for a two year term commencing immediately upon adoption of this resolution and expiring on December 31, 2023.

LEGISLATORS

Douglas Bentley, LD 1
Joseph Nauseef, LD 12
Kelly Preston, LD 10

ATTORNEYS

Lenore Lefevre
Maria Manning
Zela Brotherton

Minutes Acceptance: Minutes of Feb 24, 2022 6:00 PM (Approval of Minutes)

Referred from Government Operations Committee

AGENDA ITEM NO. 25 – Authorize Agreement with Jay A. Supnick, Ph.D., ABPP for Psychological Evaluations for Department of Criminal Justice Services Emergency Order - Personnel/Civil Service

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Richard Stock, Legislator
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 STOCK

RESOLUTION NO. 65-22

Authorize Agreement with Jay A. Supnick, Ph.D., ABPP for Psychological Evaluations for Department of Criminal Justice Services Emergency Order - Personnel/Civil Service

WHEREAS, there is a need to contract with an agency to conduct two part psychological evaluations in accordance with the Department of Criminal Justice Services Emergency Order effective October 16, 2021, AND

WHEREAS, there is currently a contract in place with Public Safety Psychology for these services, AND

WHEREAS, Jay Supnick, Ph.D. may also perform psychological evaluations if needed at a cost of up to \$325 per evaluation, AND

WHEREAS, funds have been allocated in the 2022 budget in account number indicated below, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to execute an agreement beginning February 25, 2022, to be paid from:

Jay A. Supnick, PhD, ABPP

A14305.54615

2/25/22 - 12/31/23

Referred from Finance & Administration Committee

AGENDA ITEM NO. 26 – Authorize Budget Amendment - ARP Funds

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Kelly L. Fairchild-Preston, 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. 66-22

Authorize Budget Amendment - ARP Funds

WHEREAS, the Federal American Rescue Plan (ARP) has allocated over \$9,000,000 to Cortland

Minutes Acceptance: Minutes of Feb 24, 2022 6:00 PM (Approval of Minutes)

County, AND

WHEREAS, the Cortland County Legislature established the Cortland County Federal Aid Allocation Committee on June 25, 2021 to formulate a clear plan for the use of the Federal Aid being received, AND

WHEREAS, the Cortland County Federal Aid Allocation Committee has recommended various contracts for the use of ARP funds, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature authorizes the Cortland County Administrator (Budget Officer), or designee, to amend the 2022 budget for all ARP contracts approved by the Cortland County Legislature as follows:

Increase:

A132544.44089.ARP - American Rescue Plan Funds

Increase:

A69895.54780.ARP - Economic Development Sponsor Contributions

AGENDA ITEM NO. 27 – Authorize Allocation of American Rescue Plan Funding to the Cortland County Community Action Program (CAPCO) for the Cortland Community Early Learning Center (CCELC)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Beau Harbin, Minority Leader
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. 67-22

Authorize Allocation of American Rescue Plan Funding to the Cortland County Community Action Program (CAPCO) for the Cortland Community Early Learning Center (CCELC)

WHEREAS, Cortland County has been awarded over \$9,000,000 through the Federal American Rescue Plan to support projects that will provide for economic resiliency and enhance communities that have been negatively affected by the COVID-19 pandemic, AND

WHEREAS, a community-wide ask for proposals was released on August 31, 2021 to allow community-based organizations the opportunity to request one-time funds to be used for the purpose of community and/or economic development, AND

WHEREAS, twenty-four (24) community-based organizations submitted proposals by the September 30, 2021, 4:30 PM deadline and subsequently presented their request to the Cortland County Federal Aid Allocation Citizen's Advisory Committee, AND

WHEREAS, the Cortland County Federal Aid Allocation Citizen's Advisory Committee reviewed all twenty-four (24) requests and presentations, AND

WHEREAS, the Cortland County Federal Aid Allocation Citizen's Advisory Committee has endorsed a proposal to allocate \$200,000 of the federal aid revenue to the Cortland County Community Action Program (CAPCO) to fund two two-year positions of Construction Manager and Project Manager for the Cortland Community Early Learning Center (CCELC), AND

Minutes Acceptance: Minutes of Feb 24, 2022 6:00 PM (Approval of Minutes)

WHEREAS, a reporting of all monies spent and backup documentation must be submitted to Cortland County for reporting to the Federal Government, AND

WHEREAS, any funds spent that are not reported to the County and/or not utilized for the specific purposes outlined in this resolution need to be returned to Cortland County in a timely manner, AND

WHEREAS, should the project(s) outlined in this resolution not begin by December 31, 2023, all funding provided by Cortland County is to be returned to Cortland County, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes \$200,000 of the Federal American Rescue Plan funds to the Cortland County Community Action Program (CAPCO) to fund two two-year positions of Construction Manager and Project Manager for the Cortland Community Early Learning Center (CCELC), 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 sign a contract with the Cortland County Community Action Program (CAPCO) for said purposes.

AGENDA ITEM NO. 28 – Authorize Allocation of American Rescue Plan Funding to the Area Agency on Aging for the Age Well Center

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. 68-22

Authorize Allocation of American Rescue Plan Funding to the Area Agency on Aging for the Age Well Center

WHEREAS, Cortland County has been awarded over \$9,000,000 through the Federal American Rescue Plan to support projects that will provide for economic resiliency and enhance communities that have been negatively affected by the COVID-19 pandemic, AND

WHEREAS, the Cortland County Federal Aid Allocation Citizen's Advisory Committee has endorsed the allocation of \$175,000 of the federal aid revenue to the Cortland County Age Well Center, AND

WHEREAS, a reporting of all monies spent and backup documentation must be submitted to Cortland County for reporting to the Federal Government, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the allocation of \$175,000 of the federal aid revenue to the Cortland County Age Well Center, AND BE IT FURTHER

RESOLVED, the 2022 Cortland County budget be and hereby is amended as follows:

Increase:

A132544.44089.ARP	Federal Aid Revenue	\$175,000
A67745.52015.ARP	Nutrition - Dept Specific Equip	\$150,000

Minutes Acceptance: Minutes of Feb 24, 2022 6:00 PM (Approval of Minutes)

AGENDA ITEM NO. 29 – Authorize Allocation of American Rescue Plan Funding for Body/In-Car Cameras and Management Software - Sheriff's Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Linda Jones, 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. 69-22

Authorize Allocation of American Rescue Plan Funding for Body/In-Car Cameras and Management Software - Sheriff's Department

WHEREAS, Cortland County has been awarded over \$9,000,000 through the Federal American Rescue Plan to support projects that will provide for economic resiliency and enhance communities that have been negatively affected by the COVID-19 pandemic, AND

WHEREAS, the Cortland County Federal Aid Allocation Citizen's Advisory Committee has endorsed the allocation up to \$200,000 of the federal aid revenue for body-worn cameras, in-car video and evidence management software, AND

WHEREAS, a reporting of all monies spent and backup documentation must be submitted to Cortland County for reporting to the Federal Government, AND

WHEREAS, the Sheriff's Department received a quote for body-worn cameras, in-car video and evidence management software from WatchGuard Video of 415 E. Exchange, Allen, TX 75002, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the allocation of up to \$200,000 of the federal aid revenue for body-worn cameras, in-car video and evidence management software, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is hereby authorized and directed to execute a five (5) year contract with WatchGuard Video of 415 E. Exchange, Allen, TX 75002, for body-worn cameras, in-car video and evidence management software, AND BE IT FURTHER

RESOLVED, the 2022 Cortland County budget be and hereby is amended as follows:

Increase:

A132544.44089.ARP	Federal Aid revenue	\$200,000
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A31205.54065.ARP	Equipment Rent/Lease	\$200,000
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AGENDA ITEM NO. 30 – Authorize Allocation of American Rescue Plan Funding for the Planning, Preparation and Implementation of Repairs to the Cortland County Courthouse

Minutes Acceptance: Minutes of Feb 24, 2022 6:00 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: George Wagner, Majority Leader
SECONDER: Beau Harbin, Minority Leader
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. 70-22**

Authorize Allocation of American Rescue Plan Funding for the Planning, Preparation and Implementation of Repairs to the Cortland County Courthouse

WHEREAS, Cortland County has been awarded over \$9,000,000 through the Federal American Rescue Plan to support projects that will provide for economic resiliency and enhance communities that have been negatively affected by the COVID-19 pandemic, AND

WHEREAS, the Cortland County Federal Aid Allocation Citizen's Advisory Committee has endorsed the allocation of \$1,000,000 of the federal aid revenue for the planning, preparation and implementation of repairs to the Cortland County Courthouse, AND

WHEREAS, a reporting of all monies spent and backup documentation must be submitted to Cortland County for reporting to the Federal Government, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the allocation of \$1,000,000 of the federal aid revenue for the planning, preparation and implementation of repairs to the Cortland County Courthouse, AND BE IT FURTHER

RESOLVED, the 2022 Cortland County budget be and hereby is amended as follows:

Increase:

A132544.44089.ARP Federal Aid Revenue \$1,000,000

A16205.52320.ARP B&G - Building Improvements \$1,000,000

AGENDA ITEM NO. 31 – Correction of Errors to Delete Town & County Taxes for 2020 on Property Owned by the State of New York - Real Property Tax Services/Treasurer's Office

RESULT: ADOPTED [UNANIMOUS]
MOVER: George Wagner, Majority Leader
SECONDER: Kelly L. Fairchild-Preston, 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. 71-22**

Correction of Errors to Delete Town & County Taxes for 2020 on Property Owned by the State of New York - Real Property Tax Services/Treasurer's Office

WHEREAS, Section 554 of the New York State Real Property Tax Law (RTPL) provides a mechanism for the correcting of certain real property taxes by the County Legislature based upon the recommendation of the Director of the County Real Property Tax Services Agency pursuant to a filed correction application in cases involving clerical errors, unlawful entries upon the assessment rolls and certain errors in essential fact, AND

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WHEREAS, such application was made for 112400 52.00-03-06.000 for the January 2020 tax bills, AND

WHEREAS, the above referenced tax parcel, purchased by the State of New York after Town/County tax bills were generated, is wholly exempt upon acquisition per RPTL Sec 404(1) and the tax bill should be deleted, NOW THEREFORE BE IT

RESOLVED, that pursuant to Section 554 of the Real Property Tax Law, the County Legislature does hereby delegate to the County Treasurer the authority to delete the 2020 tax bill.

AGENDA ITEM NO. 32 – Reaffirming Cortland County's Endorsement of 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 (A6953A, S6167A)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Wagner, Majority Leader
SECONDER:	Kelly L. Fairchild-Preston, 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. 72-22

Reaffirming Cortland County's Endorsement of 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 (A6953A, S6167A)

WHEREAS, the Cortland County Legislature approved Resolution No. 45-21, “A Home Rule Request For Special 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, 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, AND

WHEREAS, Senator Peter Oberacker has introduced New York State Senate bill S6167A and Assemblymember Anna Kelles has introduced Assembly bill A6953A on behalf of Cortland County, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature endorses and requests State approval of said legislation, and urges its elected representatives in the Senate and Assembly to support this legislation, AND BE IT FURTHER

RESOLVED, that the Clerk of this Legislature and the County Attorney prepare the documentation necessary for the New York State Legislature to enact said Legislation, AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature, upon review and approval by the County Attorney, be and hereby is authorized to execute the appropriate Home Rule Request for the enactment of said special law.

Minutes Acceptance: Minutes of Feb 24, 2022 6:00 PM (Approval of Minutes)

Announcements

Adjournment

The meeting was closed at 6:29 PM



Cortlandville Fire District

999 State Route 13, Cortland, NY 13045

Phone: (607) 753-9014

Email: commissionerminutes@cortlandvillefire.org



8.1.a

February 25, 2022

Director Scott Roman
Cortland County DOERC
54 Greenbush Street
Cortland, NY 13045

Dear Director Roman,

On behalf of the Cortlandville Fire District, we would like to thank and commend 911 Dispatchers Amber Ayers, Wayne Hansen, and Tim Hines for their efforts on Wednesday February 16, Suit Kote Facility Fire. We know the 911 center and its dispatchers operate as one team and that was validated for this fire. This is probably one of the biggest, resource taxing fires the Cortlandville Fire District has experienced. This fire would not have been extinguished as quickly as it was if it wasn't for the assistance provided from the Cortland County 911 Center.

The initial requests were made in rapid succession from many units and disciplines. Your personnel, in particular Dispatcher Amber Ayers maintained immense composure throughout a very stressful incident. We know that Dispatchers Wayne Hansen and Tim Hines were assisting as well behind the scenes. We are very grateful for their professional demeanor. We have always maintained the success of any incident rests with the 911 dispatchers and this is another example. We were able to bring quick resolve to this incident minimizing further damage and risk to our personnel because of your dispatchers providing the necessary resources, coordinating the communications between all the emergency service agencies and controlling the communications which is extremely important for incidents of this magnitude. We cannot thank them enough for their dedication and service to Cortland County.

Sincerely,

A blue ink signature of Gere Henry, consisting of a stylized 'G' followed by a horizontal line.

Gere Henry
Chief of Department
607 745-3367

A blue ink signature of Kevin Whitney, featuring a large, looping 'K' followed by a horizontal line.

Kevin Whitney
Fire District Chairman
607 423-2073

Cc: Legislative Chairman Kevin Fitch
JPS Chair Kelly Preston
Majority Leader George Wagner
Minority Leader Beau Harbin
County Administrator Rob Corpora

Attachment: Cortlandville Fire Dept - Suit Kote Fire Recognition (10513 : Cortlandville Fire Department - Suit Kote Fire Recognition)

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COMPARISON LIST

MATERIAL & SERVICE BIDS

2022

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ABRASIVES FOR SNOW & ICE CONTROL

(price per ton)

Company	Bid
RMS	\$7.25
F.S. Lopke	\$12.60
Suit-Kote	\$14.25
T. H. Kinsella	\$10.25
Hanson Aggregates	\$10.25
Syracuse Sand & Gravel LLC	\$16.00
Homer Sand & Gravel	\$4.50
Cranesville Aggregate Co.	\$13.25
T&C Stone and Gravel	\$6.00

Company	Plant Location(s)	Phone	Fax	Contact Person
Suit-Kote Corp. 1911 Lorings Crossing Rd. Cortland, NY 13045	McGraw	753-1100 745-2040	758-0760 315-238-7110	Don McEvoy dmcevoy@suit-kote.com
F.S. Lopke Contracting Inc. 3430 State Rte. 434 Apalachin, NY 13732	Whitney Point Owego Lounsberry	607-687-1114	607-687-1856	Peter E. Fiorini, Jr. pefiorini@fslopke.com
Hanson Aggregates NY LLC 5126 S. Onondaga Road Nedrow, NY 13120	Oakwood	315-857-7484	315-469-3940	Tony Barletta Tony.Barletta@lehighhanson.com
T. H. Kinsella, Inc. P.O. Box 7 Fayetteville, NY 13066	Delphi Falls or Homer	315-637-3390	315-637-1808	Allan Curtis allanecurtis@yahoo.com
RMS Gravel Inc. 290 Mott Road PO Box 455 Dryden, NY 13053	Dryden	607-844-8197	607-844-3752	Edania Hernandez rmsgravel@yahoo.com
Syracuse Sand & Gravel LLC 6136 East Taft Road North Syracuse, NY	Fulton	315-433-5115	315-433-1920	Richard Riccelli richard.riccelli@riccellienterprises.com
Homer Sand & Gravel 1865 NYS Route 13 Cortland, NY	Homer	607-543-0124	N/A	Chris Henry ahenry@adhanpiping.com
Cranesville Aggregate Co. 1250 Riverfront Center Amsterdam, NY 12010	Tully	315-408-4449	N/A	Robert VanCoughnett rvancoughnett@cranesville.com

Attachment: 2022 Material Comparison (79-22 : Award Material and Service Bids - Highway Department)

BITUMINOUS MATERIALS - LIQUID

(price per gal unless noted)

EXTENDED FROM 2021

Bituminous Material	Suit-Kote	Vestal Asphalt
HFRS-2	\$1.727	\$2.9850
TACK COAT	\$6.563	\$10.0000
HFMS-2	\$2.142	\$3.3540
AEP-M	\$1.628	\$2.2500
AEDC	\$1.575	N/B
AEFC	\$1.523	N/B
HFMS-2ST	\$2.069	\$3.2540
HFMS-2C	N/B	N/B
HFMS-2GH	\$2.510	\$3.2540
HFMS-1	\$2.079	N/B
HFRS-2P	\$2.121	\$3.1550
HFMS-1P	\$2.300	N/B
HFMS-2P	\$2.394	\$3.5540

Equipment (with Operator)	Suit-Kote	Vestal Asphalt
Distributor	No Charge	\$0.035
Roller (W/operator) (per day)	\$1,680.00	\$2,450.000
Pneumatic Roller (W/operator) (Per day)	\$1,548.75	\$2,450.000
Roller (W/O operator) (per day)	\$1,575.00	N/B
Pneumatic Roller (W/O operator) (Per day)	\$1,443.75	N/B
Chipper (per day)	\$1,627.50	\$2,650.000
Flow Boy (per hour)	\$136.50	N/B
Ten Wheel Dump Truck (per hour)	\$115.50	\$200.000

Company	Phone	Fax	Contact Person
Suit-Kote Corp. 1911 Lorings Crossing Rd. Cortland, NY 13045	(607) 745-2040	315-238-7110	Don McEvoy dmcevoy@suit-kote.com
Vestal Asphalt, Inc. 201 Stage Road Vestal, NY 13850	(607) 785-3393	607-785-3396	Steven Edelman contracts@vestalaspalt.com

Attachment: 2022 Material Comparison (79-22 : Award Material and Service Bids - Highway Department)

BITUMINOUS CONCRETE

(price per ton unless noted)

Bituminous Material	Suit-Kote	Hanson	Northern Asphalt	Vestal Asphalt Inc	Tri-City Highway Products, Inc
402.3789 37.5 mm Base Course	\$61.00	\$61.50	\$58.00	No Bid	\$54.00
402.1989 19 mm Binder Course	\$64.25	\$61.75	\$61.00	No Bid	\$59.00
402.2589 25 mm Binder Course	\$62.50	\$64.00	\$59.00	No Bid	\$57.00
402.1283 12.5 mm Top Course	\$71.00	\$71.00	\$67.00	No Bid	\$65.00
402.0983 9.5 mm Top Course	\$73.50	\$75.25	\$71.00	No Bid	\$69.00
402.0683 6.3 mm Top Course (w/ polymer)	\$82.50	\$75.25	\$88.00	No Bid	\$75.00
403.15 Type 5 Shim	\$83.00	\$80.50	No Bid	No Bid	\$85.00
Multi-Grade Modified Asphalt for use in place of Standard asphalt in above conventional HMA items	\$17.00	No Bid	\$12.00	No Bid	No Bid
15403.2010 Plant Mixed Stockpile Patching Material	\$92.25	No Bid	\$101.00	No Bid	No Bid
15403.2020 Cold Mix Stockpile Patching Material	\$87.50	\$96.00	No Bid	No Bid	No Bid
15403.2030 Modified Stockpile Patching Material	\$105.75	No Bid	\$120.00	\$101.96	No Bid
405.0101 Type 1 Cold Mix (Fine mix w/ HFMS-2C)	\$61.50	No Bid	No Bid	No Bid	No Bid
406.19 7CF Top (High Friction)	\$65.75	No Bid	No Bid	No Bid	No Bid
405.0101 Type 2 Cold Mix (open graded) w/ HFMS-2C	\$60.50	No Bid	No Bid	No Bid	No Bid
406.13 Dense Graded Cold Mix Type 3C Binder Course	\$58.75	No Bid	No Bid	No Bid	No Bid
18403.376	\$71.25	\$61.50	\$58.00	No Bid	No Bid
18403.256	\$74.00	\$64.00	\$59.00	No Bid	No Bid
18403.126	\$81.50	\$71.00	\$67.00	No Bid	No Bid
18403.956	\$83.75	\$75.25	\$71.00	No Bid	No Bid
Modified Asphalt Hot Sand	\$93.75	No Bid	No Bid	No Bid	No Bid
Pretreated Sand	\$47.75	No Bid	No Bid	No Bid	No Bid

Equipment / Service	Suit-Kote	Hanson	Northern Asphalt	Vestal Asphalt Inc	Tri-City Highway Products, Inc
Paver w/ automated screed & 2 operators	\$3,400.00	No Bid	\$3,200.00	\$4,040	No Bid
Compaction Roller (w/ operator)	\$2,000.00	No Bid	\$1,800.00	\$2,530	No Bid
Ten Wheel Dump Truck (per hour)	\$105.00	No Bid	\$160.00	\$152	No Bid
Flow Boy (per hour)	\$130.00	No Bid	\$200.00	No Bid	No Bid
Trucking of Materials (per ton/mile)	\$0.45	No Bid	\$0.50	No Bid	No Bid

Company	Plant Location(s)	Phone	Fax	Contact Person
Suit-Kote Corp. 1911 Loring's Crossing Rd. Cortland, NY 13045	Cortlandville	745-2040	315-238-7110	Don McEvoy dmcevoy@suit-kote.com
Hanson Aggregates NY LLC PO Box 513 Jamesville, NY 13078	Skaneateles	315-469-5501 315-685-3321	315-469-3133	Roger Hutchinson Roger.Hutchinson@Hanson.com
Northern Asphalt, LLC 6131 East Taft Road North Syracuse, NY 13212	Syracuse	315-433-5115	315-458-9684	Richard Riccelli richr@riccellienterprises.com
Vestal Asphalt, Inc. 201 Stage Road Vestal, NY 13850	Vestal	(607) 785-3393	(607) 785-3396	Justin Guiles contracts@vestalaspphalt.com
Tri-City Highway Products 145 Podpadic Road Richmondville, NY 12149	Binghamton	518-294-9964	518-294-9951	Martin Galasso martyjr@lancdev.com

Attachment: 2022 Material Comparison (79-22 : Award Material and Service Bids - Highway Department)

CRACK FILLING
(price gal/day)

Crack Fill	Suit-Kote	Vestal
0 - 300 gal	\$17.01	\$26.35
301 - 600 gal	\$12.55	\$17.35
601 - 1000 gal	\$11.24	\$14.00
1001 gal +	\$9.82	\$12.35

Company	Plant Location(s)	Phone	Fax	Contact Person
Suit-Kote Corp. 1911 Lorings Crossing Rd. Cortland, NY 13045	Cortlandville	745-2040	315-238-7110	Don McEvoy dmcevoy@suit-kote.com
Vestal Asphalt, Inc. 201 Stage Road Vestal, NY 13850	Vestal	(607) 785-3393	(607) 785-3396	Justin Guiles contracts@vestalasphalt.com

CRUSHED STONE

(price per ton)

Supplier	#1ST	#1A	#1	#2	#3	#1 & #1A Mix	#1 & #2 Mix
RMS	No Bid	\$14.75	\$14.50	\$13.75	No Bid	\$15.00	\$14.75
Suit-Kote	\$22.00	\$23.75	\$19.50	\$19.50	No Bid	\$22.50	\$20.00
F.S. Lopke	\$20.40	\$20.40	\$17.75	\$17.75	\$18.50	\$19.00	\$18.50
Hanson	\$17.15	\$18.15	\$16.00	\$16.00	\$16.00	\$18.15	\$16.00
Cranesville	No Bid	\$18.00	\$14.25	\$13.75	No Bid	\$16.50	\$14.50
T.H. Kinsella	\$18.25	\$18.25	\$17.25	\$17.25	\$17.25	\$18.25	\$17.25
Fuller's	\$21.00	\$21.00	\$17.00	\$17.00	\$15.00	\$21.00	\$15.00
Cortlandville	No Bid	\$19.00	\$14.50	\$14.50	\$14.50	No Bid	\$14.00
Tri- City	No Bid	\$19.00	\$18.25	\$18.00	No Bid	\$25.00	\$23.00
Syracuse S & G	No Bid	\$23.50	\$15.75	\$13.50	\$15.75	\$23.50	\$14.50
T & C Stone	No Bid	No Bid	\$15.00	\$14.00	\$12.00	No Bid	\$15.00

Company	Plant Location(s)	Phone	Fax	Contact Person
RMS Gravel Inc. PO Box 455 Dryden, NY 13053	Dryden	607-844-8197	607-844-3752	Edania Hernandez rmsg gravel@yahoo.com
Suit-Kote Corp. 1911 Lorings Crossing Rd. Cortland, NY 13045	Polkville	753-1100 745-2040	758-0760 315-238-7110	Don McEvoy dmcevoy@suit-kote.com
F.S. Lopke Contracting Inc. 3430 State Rte. 434 Apalachin, NY 13732	Whitney Point Oxford 1A's 1ST's Owego only	607-687-1114	607-687-1856	Peter E. Fiorini, Jr. pefiorini@stny.rr.com
Hanson Aggregates NY LLC PO Box A Nedrow, NY 13120	Jamesville Skaneateles	315-469-3217	315-469-3940	Roger Hutchinson Roger.Hutchinson@LehighHanson.com
T. H. Kinsella PO Box 7 Fayetteville, NY 13066	Fayetteville Jamesville	315-637-3390	315-637-1808	Allan Curtis allanecurtis@yahoo.com
T & C Stone & Gravel	Willet Lisle	607-343-6852		Troy Donnelly tcdonn@frontier.net
Cortlandville Sand & Gravel 765 NYS Route 13 Cortland, NY 13045	South Cortland	607-756-2115	607-758-6155	Chris Henry ahenry@adhanpiping.com
Tri-City Highway Products 145 Podpadic Road Richmondville, NY 12149	Brisben	518-294-9964	518-294-9951	Martin Galasso martyjr@lancdev.com
Syracuse Sand & Gravel LLC 6131 East Taft Road North Syracuse, NY 13212	Norwich East Syracuse Munnsville	315-433-5115	315-433-1920	Richard Riccelli richard.riccelli@riccellienterprises.com
Cranesville Aggregate Co 1250 Riverfront Center Amsterdam, NY 12010	Tully	315-408-4449		Robert VanCoughnett rvancoughnett@cranesville.com

ULS DIESEL 15PPM FUEL
(price per gallon)

Item	Mirabito	Petroleum Traders Corp.
100% ULS Diesel 15 PPM Fuel		
rack price per gallon (Syracuse OPD) 2/1/2020	2.8870	2.8870
lust plis oil spill liability trust fund fees per gallon	0.0010	0.00327
firm price bid for delivery and profit markup per gallon	0.0249	0.1140
TOTAL	\$2.9129	\$3.0043
ULS Diesel 15PPM Winterized or With Cold Flow Improver		
rack price per gallon (Syracuse OPD) 2/1/2020	2.8870	2.8870
lust plis oil spill liability trust fund fees per gallon	0.0010	0.00327
firm price bid for delivery and profit markup per gallon	0.0549	0.1240
TOTAL	\$2.9429	\$3.0143
ULS 15PPM Kerosene		
rack price per gallon (Albany OPD) 2/1/2020	3.1000	3.1000
lust plis oil spill liability trust fund fees per gallon	0.0010	0.00327
firm price bid for delivery and profit markup per gallon	0.0549	0.1740
TOTAL	\$3.1559	\$3.2773

Company	Phone	Fax	Contact Person
Mirabito Energy Products The Metro Center 49 Court St. Binghamton NY 13902	607-352-2800	607-352-2822	Joe D'Esti joe.desti@mirabito.com
Petroleum Traders Corporation 7120 Pointe Inverness Way PO Box 2357 Fort Wayne, IN 46801-2357	(888) 637-7661	(260) 203-3820	Gayle Newton gnewton@petroleumtraders.com

HEAVY ROCK RIP-RAP
(price per ton)

F.S. Lopke	Hanson Aggregates	Kinsella	Syracuse Sand & Gravel LLC
\$49.45	\$55.50	\$63.25	\$43.95

Company	Plant Location(s)	Phone	Fax	Contact Person
F.S. Lopke Contracting Inc. 3430 State Rte. 434 Apalachin, NY 13732	Oxford, NY	607-687-1114	607-687-1856	Peter E. Fiorini, Jr. pefiorini@fslopke.com
Hanson Aggregates NY LLC PO Box A Nedrow, NY 13120	Jamesville Skaneateles	315-469-3217	315-469-3940	Roger Hutchinson Roger.Hutchinson@LehighHanson.com
T. H. Kinsella PO Box 7 Fayetteville, NY 13066	Jamesville	315-637-3390	315-637-1808	Allan Curtis allanecurtis@yahoo.com
Syracuse Sand & Gravel LLC 6131 East Taft Road North Syracuse, NY 13212	Munnsville	315-433-5115	315-433-1920	Richard Riccelli richard.riccelli@riccellienterprises.com

HIGHWAY AGGREGATES
(price per ton)

TITEM No.	203.5	203.7	203.21	304.12	605.1001	610.1403	N/A	N/A	N/A
	SELECT	SELECT	SELECT	SUBBASE COURSE	UNDERDRAIN				1-1/4" Minus
Supplier	BORROW	GRANULAR FILL	STRUCTURE FILL	TYPE 2	FILTER TYPE II	TOPSOIL	Crushed	Screened	Crusher Run
RMS	\$6.00	\$7.75	\$7.75	No Bid	\$14.75	No Bid	\$7.50	\$7.50	No Bid
Suit-Kote	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$14.00	\$14.00	\$14.00
Fuller's Excav.	No Bid	No Bid	No Bid	\$13.00	\$17.00	\$30.00	\$10.00	\$4.50	\$13.00
F.S. Lopke	\$7.50	\$7.50	\$7.50	\$7.50	\$19.75	\$30.50	No Bid	No Bid	No Bid
Hanson	No Bid	\$9.25	\$9.25	\$10.50	\$18.15	No Bid	\$9.50	No Bid	\$10.50
Cranesville	\$7.50	\$7.75	\$7.75	No Bid	No Bid	No Bid	\$12.75	\$10.25	\$12.75
Cortlandville	\$5.25	\$8.25	\$8.25	\$26.00	\$14.50	\$48.00	No Bid	\$8.25	\$12.50
T&C Mobile	\$5.00	\$5.00	\$5.00	No Bid	\$15.00	\$18.00	\$7.50	\$6.00	\$8.75
Kinsella	\$8.50	\$8.50	\$8.50	\$10.95	\$14.50	\$27.95	\$10.50	\$8.50	\$10.50
Syracuse Sand & Gravel	\$4.50	\$6.75	\$6.75	\$8.25	\$23.50	\$25.00	\$8.50	\$6.75	\$8.25
Tri-City Highway Products	\$5.00	\$8.00	\$8.00	No Bid	\$18.00	\$35.00	\$12.00	\$9.50	\$16.00

Company	Plant Location(s)	Phone	Fax	Contact Person
RMS Gravel Inc. PO Box 455 Dryden, NY 13053	Dryden	844-8197	844-3752	Edania Hernandez rmsgravel@yahoo.com
Suit-Kote Corp. 1911 Lorings Crossing Rd. Cortland, NY 13045	Polkville	753-1100 745-2040	758-0760 315-238-7110	Don McEvoy dmcevoy@suit-kote.com
F.S. Lopke Contracting Inc. 3430 State Rte. 434 Apalachin, NY 13732	Nichols Oxford	607-687-1114	607-687-1856	Peter E. Fiorini, Jr. pefiorini@fslopke.com
Hanson Aggregates NY LLC PO Box A Nedrow, NY 13120	Jamesville Skaneateles South Onondaga	315-469-3217	315-469-3940	Roger Hutchinson Roger.Hutchinson@LehighHanson.com
T&C Mobile Home & Construction Services PO Box 108 Whitney Point, NY 13862	Willet	607-343-6852		Troy Donnelly tdonn@frontiernet.net
T.H. Kinsella, Inc. PO Box 7 Fayetteville, NY 13066	Delphi Falls Homer	315-637-3390	315-637-1808	Allan Curtis allanecurtis@yahoo.com
Syracuse Sand & Gravel LLC 6131 East Taft Road North Syracuse, NY 13212	Norwich East Syracuse Munnsville	315-433-5115	315-433-1920	Richard Riccelli richard.riccelli@riccellienterprises.com
Tri-City Highway Products 145 Podpadic Road Richmondville, NY 12149	Brisben	518-294-9964	518-294-9951	Martin Galasso martvir@lancdev.com
Fuller's Excavation LLC 4608 Doran Hill Road Cincinnatus, NY 13040	Willet	607-745-6665		Dana Fuller FullersLLC@aol.com
Cranesville Aggregate Co 1250 Riverfront Center Amsterdam, NY 12010	Tully	315-408-4449		Robert VanCoughnett rvancoughnett@cranesville.com
Cortlandville Sand & Gravel 765 NYS Route 13 Cortland, NY 13045	South Cortland	607-756-2115	607-758-6155	Chris Henry ahenry@adhanpiping.com

PAINTING TRAFFIC LINES ON CORTLAND COUNTY HIGHWAYS

(price per mile unless noted)

Cortland County Highways	Seneca Pavement	Accent Stripe	O.H.Striping, Inc
Centerline	\$412.00	\$489.00	\$430.00
Edgeline	\$252.00	\$350.00	\$285.00
Stop Bars (each)	\$82.00	\$90.00	\$100.00

Centerline Miles = 195 (est.)	\$80,340.00	\$95,355.00	\$83,850.00
Edgeline Miles = 153(est)	\$38,556.00	\$53,550.00	\$43,605.00
Stop Bars=90 est	\$7,380.00	\$8,100.00	\$9,000.00
Total Estimated County Cost	\$126,276.00	\$157,005.00	\$136,455.00

Town & Village Highways	Seneca Pavement	Accent Stripe	O.H.Striping, Inc
Centerline	\$442.00	\$499.00	\$500.00
Edgeline	\$282.00	\$360.00	\$300.00

Centerline Miles = 34 (est.)	\$15,028.00	\$16,966.00	\$17,000.00
Edgeline Miles = 24 (est)	\$6,768.00	\$8,640.00	\$7,200.00
Total Est. Town & Vill. Cost	\$21,796.00	\$25,606.00	\$24,200.00

Company	Phone	Fax	Contact Person
Seneca Pavement Marking, Inc. 3526 Watkins Road Horseheads, NY 14845	607-742-8072	607-846-3347	Matthew Sena msenecapaving@yahoo.com
Accent Stripe, Inc. 3275 N. Benzing Road Orchard Park, NY 14127	716-823-7704	716-826-2085	Edward Spiesz Eds@Accentstripe.com
O.H. Striping, Inc. 11016 River Road Corning, NY 14830	607-377-9343	607-377-9343	Jeffrey Bly o.h.striping@gmail.com

Attachment: 2022 Material Comparison (79-22 : Award Material and Service Bids - Highway Department)

RECYCLED ASPHALT PAVEMENT

EXTENDED FROM 2021

	OPTION A	OPTION B	OPTION C
1) Price per Square Yard under 5,000 s.y. (@ 1" to 3" depth)	\$2.230	\$2.840	\$2.050
Price per Square Yard for each additional inch over 3" depth	\$0.280	\$0.220	\$0.160
2) Price per Square Yard under 5,000-10,000 s.y. (@ 1" to 3" depth)	\$1.050	\$2.500	\$0.790
Price per Square Yard for each additional inch over 3" depth	\$0.110	\$0.140	\$0.070
3) Price per Square Yard under 10,000 s.y. (@ 1" to 3" depth)	\$0.970	\$2.370	\$0.620
Price per Square Yard for each additional inch over 3" depth	\$0.060	\$0.050	\$0.050
4) Price per day for Bituminous Paver (Option A only)	\$3,150.00	-----	-----
6) Price per day Ingersol – Rand Model DD-110 compaction roller, or equal (Option A only)	\$2,100.00	-----	-----
6A) Price per day Caterpillar Model PS300B pneumatic tired roller, or equal (Option A only)	\$1,995.00	-----	-----
6B) Price per day for Pugmill (Option A only)	\$2,205.00	-----	-----
7) MS-1 per gallon (meeting attached spec.)	\$2.190	\$2.190	-----
8) MS-1P per gallon (meeting attached spec.)	\$2.320	\$2.320	
9) HFMS-2 per gallon (meeting attached spec.)	\$2.260	\$2.260	-----
10) HFMS-2P per gallon (meeting attached spec.)	\$2.470	\$2.470	
11) HFRA per gallon (meeting attached spec.)	\$2.460	\$2.460	-----
12) Calcium Chloride per gallon (Option C only)	-----	-----	\$1.420
12A) Magnesium Chloride Per Gallon (Option C only)	-----	-----	No Bid
13) Maint and Protection of Traffic per day (Option B&C only)	-----	\$0.320	\$0.320
14) Provide and Haul req'd aggregate per ton (Option B&C only)	-----	\$22.050	\$22.050

Company	Plant Location(s)	Phone	Fax	Contact Person
Suit-Kote Corp. 1911 Loring's Crossing Rd. Cortland, NY 13045	Cortlandville	607-745-2040	315-238-7110	Don McEvoy dmcevoy@suit-kote.com

Attachment: 2022 Material Comparison (79-22 : Award Material and Service Bids - Highway Department)

STONE FILLING MATERIALS
(price per ton)

Stone Filling Sizes	F.S. Lopke	Kinsella	Hanson Aggregates	Syracuse Sand & Gravel LLC
Heavy	\$38.50	\$41.25	\$41.00	\$36.95
Medium	\$38.50	\$41.25	\$40.00	\$35.95
Light	\$31.90	\$33.00	\$36.50	\$27.95
Fine	\$29.70	\$30.80	\$36.50	\$27.95

Company	Plant Location(s)	Phone	Fax	Contact Person
F.S. Lopke Contracting Inc. 3430 State Rte. 434 Apalachin, NY 13732	Oxford, NY Birchardville, PA	607-687-1114	607-687-1856	Peter E. Fiorini, Jr. pefiorini@fslopke.com
T. H. Kinsella, Inc PO Box 7 Fayetteville, NY 13066	Solvay Rd. Jamesville	315-637-3390	315-637-1808	Allan Curtis allanecurtis@yahoo.com
Hanson Aggregates NY LLC PO Box A Nedrow, NY 13120	Jamesville	315-857-7484		Tony Barletta Tony.Barletta@lehighhanson.com
Syracuse Sand & Gravel LLC 6131 East Taft Road North Syracuse, NY 13212	Munnsville	315-433-5115	315-433-1920	Richard Riccelli richard.riccelli@riccellienterprises.com

Attachment: 2022 Material Comparison (79-22 : Award Material and Service Bids - Highway Department)

TRANSIT MIX CONCRETE & PRECAST CONCRETE BLOCKS

Transit Mix Concrete: (CY unless noted)

Concrete Mix	Vitale Ready Mix	Hanson Aggregate	Cranesville Block Co
Class A	\$158.00	\$150.00	\$139.50
Class D	\$164.00	\$160.00	\$147.00
Class E	\$154.00	\$157.00	\$144.00
Class F	\$164.00	\$160.00	\$146.00
Class G	\$158.00	\$160.00	\$146.00
Class H	\$158.00	\$160.00	\$152.00
Class HP	\$184.00	\$185.00	\$188.00
Class DP	\$184.00	\$190.00	\$188.00
3000 PSI Flowable Grout	\$184.00	\$145.00	\$157.00
Additional charge for loads under 4 CY (per load)	\$90.00	\$100.00	\$100.00
Wait Time after 30 min. (per hour)	\$145.00	\$90.00	\$120.00

Precast Concrete Blocks: (EA)

Smooth Top	Vitale Ready Mix	Hanson Aggregate	Cranesville Block Co
2'x2'x8'	\$260.00	\$95.00	No Bid
2'x2'x6'	\$195.00	No Bid	No Bid
2'x2'x4'	\$130.00	\$85.00	No Bid
2'x2'x3'	\$97.50	No Bid	No Bid
3'x3'x3' Guide Rail Anchor (County to Supply Hardware)	No Bid	No Bid	No Bid

Keyway Top	Vitale Ready Mix	Hanson Aggregate	Cranesville Block Co
2'x2'x8'	\$260.00	No Bid	No Bid
2'x2'x6'	\$195.00	No Bid	\$75.00
2'x2'x4'	\$130.00	No Bid	No Bid
2'x2'x3'	\$97.50	No Bid	\$60.00

Waste Blocks	Vitale Ready Mix	Hanson Aggregate	Cranesville Block Co
2'x2'x8'	\$80.00	No Bid	No Bid
2'x2'x6'	\$60.00	No Bid	\$75.00
2'x2'x4'	\$40.00	No Bid	No Bid

Company	Plant Location(s)	Phone	Fax	Contact Person
Vitale Ready Mix Concrete, Inc. 3486 Franklin St. Road Auburn, NY 13021	Groton Jamesville Auburn	315-253-6666	315-252-7595	Michael Vitale mvitalejr@vitale-robinson.com
Hanson Aggregates NY LLC 5126 So. Onondaga Road Nedrow, NY 13120	Cortland Marcellus Ithaca Nedrow	315-374-0036	315-469-3940	Ben Gross Benjamin.Gross@lehighhanson.com
Cranesville Aggregate Co 1250 Riverfront Center Amsterdam, NY 12010	Syracuse	315-408-4449	N/A	Robert VanCoughnett rvancoughnett@cranesville.com

UNLEADED GASOLINE - REGULAR/ETHANOL (87 OCTANE)
(price per gallon)

Item	Mirabito	Petroleum Traders Corp.
Rack price per gallon 2/1/2022	2.5700	2.5700
Lust plus oil spill liability trust fund fees per gallon	0.0010	0.003774
Firm price bid for delivery and profit markup per gallon	0.0429	0.097800
TOTAL	\$2.6139	\$2.6716

Company	Phone	Fax	Contact Person
Mirabito Energy Products The Metro Center 49 Court St. Binghamton NY 13902	607-352-2958	607-352-2822	Joe D'Esti joe.desti@mirabito.com
Petroleum Traders Corporation 7120 Pointe Inverness Way PO Box 2357 Fort Wayne, IN 46801-2357	(888) 637-7661	(260) 203-3820	Gayle Newton gnewton@petroleumtraders.com

<u>DD Subcommittee</u> Full Board 9 Members					
(Current)			TERM EXPI	TERM #	PREVIOUS CANDIDATES
Chair	Kim	Corbett	2024	1	Noble
Vice Chair		Vacant			Reynolds Cyndy VanPatten
		Vacant			Woodman Gwen Barbato
		Vacant			Beal Erin Vallely
Member	Aaron	Hammon	2023	2	Fisher Jeff Beal
Member		resigned	2023		Haskins
Member	Renee	Hettich	2023	1	Baker
Member	Marianne	Odell	2024	2	Wright
Member	Amanda	Rainbow	2023	2	Rainbow

5 Members
4 Vacancies
Reappoint Chair / Nominate and elect Vice Chair

<u>CD Subcommittee</u> Full Board 9 Members					
(Current)			TERM EXPI	TERM #	PREVIOUS CANDIDATES
Chair	Tiffanie	Parker	2021	reappointed	Cutia
Vice Chair	Tim	Lockwood	2023	1	Weiss
Member	Aris	Dysert	2021	1 reappointed	Abbott M Eastman
Member	Jackie	Leaf	2023	1	Johnson M. Dean O’Gorman
Member	Nicholas	Lynch	2023	1	Driscoll
Member	Beckey	Lumley	2024	1	Riley
Member	Amanda	Rainbow	2024	1	Smith R.
Member	Sara	Watrous	2024	1	Whitman
		Vacant			Pitman
x-officio	Doug	Bentley	2023	2	Knolls

8 Members
1 ex-officio Legislator
1 vacancy
Reappoint officers

<u>MH Subcommittee</u> Full Board 9 Members					
(Current)			TERM EXPI	TERM #	Action PREVIOUS CANDIDATES
Chair	Elizabeth	Larkin	2023	2	Leaf
Vice Chair	Ellen	Wright	2021	1	Reappointed Parker
Member	Christoph	Bergene	2024	1	Latten Jennifer Sylstra
Member	Julie	Partiagan	2023	1	Weiss A Mikowski
Member	Richard	Shaw	2024	1	Guy
Member	Susan	Thomas	2023	2	Thomas
		Wilkins		2	no renewal
		Vacant			Driscoll
		Vacant			Hyde

6 Members
3 Vacancies
Reappoint Officers

<u>COMMUNITY SERVICES BOARD</u> Full Board 15 Members						
(Current)			TERM EXPI	TERM #	Action PREVIOUS	Subcommittee CANDIDATES
Chair	Matt	Whitman	2023	2	Weiss	CD
Vice Chair	Kathy	Reynolds	2024	2	Shutts	None
			2023	resign	Bush	None
Member	Kimberly	Corbett	2024	1	Beal	DD C VanPatten
Member			2024	resign	Haskins	DD A Mikowski
Member	Elizabeth	Larkin	2023	2	Kowalski	MH Jackie Leaf
Member	Tim	Lockwood	2023	1	Walsh	CD Dean O’Gorman
Member	Tiffanie	Parker	2021	1	reappointed	Cutia
Member	Julie	Partigian	2023	1	Johnson	MH
Member	Amanda	Rainbow	2021	1	reappointed	Abbott
Member	Richard	Shaw	2024	1	R. Smith	CD, DD
Member	Leslie	Wilkins	2024	2	Hoeschele	MH
Member	Doug	Bentley	2023	2	Legislator	Knolls
		Vacant			Noble	CD
		Vacant			Hyde	

11 Members
4 Vacancies
Reappoint Vice Chair / Nominate and Elect President

Attachment: 2022 Membership lists, vacancies and candidates (87-22 : Appoint/Reappoint CSB and Subcommittee Members - Mental Health Department)

DD Subcommittee

Full Board 9 Members		
CANDIDATES	TERM EXP	PREVIOUS
Cyndy VanPatten	2025	Noble
Gwen Barbato	2025	Reynolds
Erin Vallely	2024	Woodman
Jeff Beal	2025	Beal

5 Members
4 Vacancies
Reappoint Chair / Nominate and elect Vice Chair

CD Subcommittee

Full Board 9 Members			
CANDIDATE	TERM EXP	TERM #	PREVIOUS
Dean O’Gorman	2025	1	Pitman, Robert
Reappoint			
Tiffanie Parker	2025	2	Cutia
Aris Dysert	2025	2	Abbott

8 Members
1 ex-officio Legislator
1 vacancy (2 candidates)
Reappoint
Elect officers

MH Subcommittee

Full Board 9 Members				
CANDIDATE	TERM EXP	TERM #	Action	PREVIOUS
Jennifer Sylstra	2025	1		Wilkins
Alexandra Mikowski	2025	1		C Driscoll
Vacant	2025	1		C. Hyde
				one vacancy
Reappoint				
Ellen Wright				

6 Members
3 Vacancies
Reappoint Officers

COMMUNITY SERVICES BOARD

Full Board 15 Members					
CANDIDATE	SUBCOMMITTEE	TERM EXP	TERM #	Action	PREVIOUS
Cyndy Van Patten	DD	2023	1		Martha Bush
Alex Mikowski	MH	2024	1		Elizabeth Haskins
Jackie Leaf	CD	2025	1		Don Noble
Dean O’Gorman	CD	2025	1		Chris Hyde
Reappoint					
Tiffanie Parker		2025	1		Parker CD
Amanda Rainbow		2025	1		Rainbow DD, CD

11 Members
4 Vacancies
Reappoint Vice Chair / Nominate and Elect President

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: C160410 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland NY 13045	TYPE OF PROGRAMS: WM2021 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM21160410
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: 827784505	INITIAL CONTRACT PERIOD: FROM 09/01/2021 TO 08/31/2024 FUNDING AMOUNT FOR INITIAL PERIOD: \$51,215.00
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 , Director of Grants Program Administration Date: 09/29/2021 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: 09/28/2021	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Award Contract
Project No.
SH21-1023-D00

Grantee Name
Cortland County

SHSP

09/29/2021

Attachment: FY2021 SHSP contract (100-22 : Accept and Authorize 2021 State Homeland Security Projects (SHSP) Grant - Emergency Response)

Project No.
SH21-1023-D00

Grantee Name
Cortland County

09/29/2021

Attachment: FY2021 SHSP contract (100-22 : Accept and Authorize 2021 State Homeland Security Projects (SHSP) Grant - Emergency Response)

Project No.
SH21-1023-D00

Grantee Name
Cortland County

09/29/2021

Attachment: FY2021 SHSP contract (100-22 : Accept and Authorize 2021 State Homeland Security Projects (SHSP) Grant - Emergency Response)

Award Contract

SHSP

Project No.

Grantee Name

SH21-1023-D00

Cortland County

09/29/2021

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	Geographic Information Systems Software	04AP-03-GISS	1	\$2,561.00	\$2,561.00	\$2,561.00	\$0.00
2	P-25 Compliant Portable Radios and Related Equipment	06CP-01-MOBL	1	\$6,700.00	\$6,700.00	\$6,700.00	\$0.00
3	Mobile Data Terminals	04HW-01-MOBL	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
4	Cyber Security Detection Software	05HS-00-MALW	1	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00
Total					\$28,261.00	\$28,261.00	\$0.00
#	All Other Expenses		Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Data Access Fees		1	\$22,954.00	\$22,954.00	\$22,954.00	\$0.00
Total					\$22,954.00	\$22,954.00	\$0.00

Cortland County Department of Emergency Response & Communications Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$51,215.00	\$51,215.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$51,215.00	\$51,215.00	\$0.00

Project No.
SH21-1023-D00

Grantee Name
Cortland County

09/29/2021

Attachment: FY2021 SHSP contract (100-22 : Accept and Authorize 2021 State Homeland Security Projects (SHSP) Grant - Emergency Response)

Award Contract

SHSP

Project No.

Grantee Name

SH21-1023-D00

Cortland County

09/29/2021

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.

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 and Analysis

NYS Critical Capabilities

Primary - Law Enforcement Counter-Terrorism Operations

Adopt and implement law enforcement information technology systems that build law enforcement counter-terrorism capabilities.

Task #1 for Objective #1

Purchase allowable intelligence and information sharing equipment. (mobile data terminals) 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 intelligence and information sharing 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.

Task #2 for Objective #1

Acquire services for intelligence and information sharing equipment.

Performance Measure

- 1 Services acquired. Provide a brief narrative reporting the activities conducted and how the project enhanced the intelligence and information sharing capabilities in the jurisdiction.

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

Purchase allowable cyber security equipment. (cyber security software) 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 cyber security 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 #3

G & T Workplan Code - 28. Develop/enhance state and local geospatial data system/Geographic Information System.

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

NYS Critical Capabilities

Primary - Critical Infrastructure/Key Resources Protection

Leverage the use of technological platforms and database applications, such as GIS and modeling software, to support CIKR analysis.

Task #1 for Objective #3

Purchase allowable GIS mapping software. 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 protection of soft targets 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 - 05. Establish/enhance regional response teams.

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

NYS Critical Capabilities

Primary - Law Enforcement Response Operations

The development, sustainment and/or enhancement of specialized response team assets.

Task #1 for Objective #4

Purchase allowable equipment to address emerging threats and sustain CBRNE detection and response capabilities. 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 ability to address emerging threats and sustain CBRNE detection and 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.

Project No. Grantee Name
SH21-1023-D00 Cortland County

09/29/2021

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.

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 §200.332, 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(c). 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 §25.300, 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 §200.327 (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 04/2021

Certified by - Robert Corpora on 09/28/2021

Project No. Grantee Name
SH21-1023-D00 Cortland County

09/29/2021

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.

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. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

B. Reporting Periods

Programmatic and fiscal reports must be submitted 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

Rev. 07/2021

Certified by - Robert Corpora on 09/28/2021

Attachment: FY2021 SHSP contract (100-22 : Accept and Authorize 2021 State Homeland Security Projects (SHSP) Grant - Emergency Response)

Award Contract

SHSP

Project No.

Grantee Name

SH21-1023-D00

Cortland County

09/29/2021

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.

4. Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

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 FY2021 HSGP Notice of Funding Opportunity (NOFO) identified five priority areas: Cyber Security, Protection of Soft Targets/Crowded Places, Intelligence and Information Sharing, Addressing Emerging Threats, and Combating Domestic Violent Extremism. A minimum of 22.5% of the jurisdictions overall award for the State Homeland Security Program (SHSP) must be allocated to the four priority areas as outlined below:

1. Cyber Security - 7.5%
2. Protection of Soft Targets/Crowded Places - 5%
3. Intelligence and Information Sharing - 5%
4. Addressing Emerging Threats - 5%

NO STAPLES
PLEASE

Please print on BLUE paper & keep this
Tracking Sheet with the contract at all times.

Standard Contract Tracking Sheet

No. 091-18

Res. No. 112-18

Contract submitted by: Emergency Response Scott Roman
(Department) (Contact Person)

Date submitted: 03/29/2018 4/4/18

Contract with/for: Cortlandville Fire District

Contract Term: Start Date 01/01/2018 End Date 12/31/2022

Contract entered on log on: 4/5/18

1 - Resolution and contract given to County Attorney on: 4/5/18

Assigned to Assistant County Attorney: DH on 4/5/18

2 - Approved ☐ No date: _____ (see comments below)

☒ Yes date: 4/5/18

3 - Given to Chairman for signature on: 4/9/18

4 - Returned to department on: _____

Comments: Insurance? County needs to provide insurance
as tenant per contract/lease. DH

* 4/5/18 - email to SRoman (and KLH) re: need for insurance cert.
by Co. w/ fire dept. as addl. insured. HOLD

* 4/9/18 - insurance cert. received

Please be sure to return one fully executed original contract, Resolution, insurance certificate(s),
and this blue sheet to the County Attorney's office. DATE RETURNED: _____

**** County Attorney approval of this contract is subject to
DEPARTMENT CONFIRMATION of funds.** Please complete this
information below:

Funding Account # _____

Verified by: _____ Date _____
Department / Initials

County Attorney Use Only

Date Rec'd _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2018

13.29.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McNeil & Company, Inc. 67 Main Street Cortland, NY 13045	CONTACT NAME: Christina M. Bilodeau	
	PHONE (A/C, No, Ext): 607-756-4970 ext. 118 FAX (A/C, No): 607-756-5051	
	E-MAIL ADDRESS: cbilodeau@mcneilandcompany.com	
INSURED County of Cortland 60 Central Avenue Cortland, NY 13045	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ARGONAUT INSURANCE COMPANY	19801
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$100,000 DED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PE-4611348-13	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA-4611348-13	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			UMB-4611348-13	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
With respect to the Lease of the Regional Training Center

CERTIFICATE HOLDER Cortlandville Fire District 999 Route 13 Cortland, NY 13045	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ON MOTION OF KEVIN WHITNEY

RESOLUTION NO. 112-18

**Renew Lease/Authorize Contract Cortland County Regional Training Center- Department of
Emergency Response and Communication**

WHEREAS, the Cortland County Legislature adopted Resolution No. 332-11 which authorized an agreement for use of the Town of Cortlandville Fire Districts first responder training facility located at 999 Route 13, Cortland NY 13045, AND

WHEREAS the term of the agreement has now expired, AND

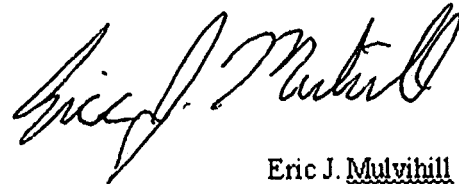
WHEREAS the Cortland County Department of Emergency Response and Communications supports the continued use of the facility not only for the training of first responders and fire fighters, as well as serving as a secondary location for County emergency communication facilities and equipment, NOW THEREFORE BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval of the County Attorney or Designee, is hereby authorized and directed to enter into a five year lease agreement with the Cortlandville Fire District with the term expiring December 31, 2022.

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 22nd day of February, 2018 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 22nd day of February, 2018.



Eric J. Mulvihill
Clerk of the Cortland County Legislature

Attachment: Resolution 091-18 (101-22 : Renew Lease/Authorize Contract Cortland County Regional Training Center - DOERC)

INTERMUNICIPAL LEASE

LEASE made as of **January 1, 2018** between **CORTLANDVILLE FIRE DISTRICT**, with offices at 999 Route 13, Cortland, New York 13045, hereinafter referred to as "Landlord" and **THE COUNTY OF CORTLAND**, with offices at 60 Central Avenue, Cortland, New York 13045, hereinafter referred to as "Tenant"

RECITALS:

Landlord owns a parcel of property at 999 Route 13, in the Town of Cortlandville, Cortland County, New York, on which parcel is situated a building behind the Cortlandville Fire Station. Landlord wishes to lease to Tenant and Tenant wishes to take from Landlord that portion of said property (the "Premises").

PURPOSE: Tenant will use the building for the purpose of operating a backup 911 center, a backup data storage center for Cortland County Information Technology department and to provide training to County employees and the County's Emergency Responders.

TERM: A five-year term commencing on January 1, 2018 and ending on December 31, 2022.

COST: An annual rental of one dollar to be paid in advance on or about the first day of January during said term and on the following additional terms and conditions.

FIRST: Tenant will punctually pay the rent as herein provided without offset for any reason, by check or money order mailed or delivered personally to Landlord at the address set forth above.

SECOND: Tenant shall occupy the Premises solely for the purpose of conducting County business.

THIRD: Landlord will pay all fire and extended coverage insurance premiums (not including Tenant's property). Tenant will be responsible for natural gas utility cost for the premises. Landlord will be responsible for electric utility costs and telephone service cost for premises. **Cortland County Department of Emergency Response and Communications will contribute \$350.00 per month toward electric utility during the term of this lease, contingent on annual funding from the County Legislature. Additionally the Cortland County Department of Emergency Response and Communications will reimburse the Cortlandville Fire District for actual costs expended by the DISTRICT for water and sewer use, contingent on annual funding from the County Legislature.**

FOURTH: Tenant shall and will throughout the term of this Lease, at its own cost and expense, keep itself and the Landlord insured against public liability and casualty in the limits of at least \$1,000,000 for

personal injury and death, and \$1,000,000 for property damage or loss suffered or claimed to have been suffered by persons in and about the Premises. Tenant shall deliver a certificate attesting to said insurance coverage to Landlord prior to the commencement date of this Lease.

FIFTH: Tenant will, at its own expense, take good care of the Premises and appurtenances thereto, and will surrender them to Landlord at the termination of this Lease in as good condition and repair as they were in at the commencement of the term, except for reasonable wear and tear, damage against which Landlord is compensated for by insurance and damage which it is Landlord's duty to maintain as hereafter in this Lease set forth. Landlord will, at its own expense, make all structural repairs.

SIXTH: Tenant will not make or allow to be made any alterations or additions to Premises without first obtaining Landlord's written consent.

SEVENTH: Tenant shall permit Landlord or his agents to enter the Premises for the purposes of inspection and necessary repair at reasonable hours.

EIGHTH: Tenant or Landlord, depending on the duty to repair and replace set forth in this Lease, shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and town governments and of any and all their departments and bureaus applicable to the Premises or to the sidewalks, roadway, streets or alleys thereabouts.

NINTH: Tenant, its successors and assigns, shall not assign, mortgage or otherwise encumber this Lease or sublet the Premises.

TENTH: Landlord covenants that Tenant, on paying the rent reserved and performing the covenants and agreements herein contained shall at all times during the demised term peaceably and quietly have, hold and enjoy the Premises in accordance with covenants, encumbrances and restrictions applicable thereto.

ELEVENTH: This lease may not be altered, modified or canceled except by an instrument in writing duly acknowledged by the parties hereto.

TWELFTH: All notices may be given by mail addressed to the Tenant at Cortland County DOERC, 60 Central Avenue, Cortland, NY 13045 and to the Landlord at Cortlandville Fire District, 999 Route 13, Cortland, NY 13045 or such further addresses as may be given to the other party during the term of this Lease.

THIRTEENTH: The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not

be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

FOURTEENTH: The Tenant and its agents, officers and employees will neither hold itself out as, nor claim to be, an officer or employee of the Landlord by reason of this Lease or by reason of occupying the Premises nor make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the Landlord.

FIFTEENTH: The Tenant agrees to indemnify and save the Landlord, its officers, agents and/or employees harmless from any liability imposed upon the Landlord, its officers, agents and/or employees arising from the negligence, active or passive, of the Tenant by reason of this Lease or by reason of occupying the Premises.

SIXTEENTH: The Town of Cortlandville Fire District has executed this Lease pursuant to a Resolution adopted by its governing body, at a meeting thereof held on February 20, 2018. Larry Biviano, Fire Commissioner of the Cortlandville Fire District, whose signature appears hereafter is duly authorized and empowered to execute this Lease and enter into this Lease on behalf of the said Cortlandville Fire District. This instrument shall be executed in duplicate. A copy of this Lease shall be permanently filed after execution thereof, in the office of the Clerk of the Cortlandville Fire District.

SEVENTEENTH: The Chairman of the Cortland County Legislature has executed this Lease pursuant to Resolution No.112-18 adopted by the Cortland County Legislature at a meeting held on February 22, 2018. Charles Sudbrink, Chairman of the Cortland County Legislature, whose signature appears hereafter, is duly authorized and empowered to execute this Lease and enter into this Lease on behalf of said County. This instrument shall be executed in duplicate. A copy of this Lease shall be permanently filed after execution thereof in the office of the Cortland County Attorney.

EIGHTEENTH: All the provisions, covenants and conditions contained in this Lease shall apply to and bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

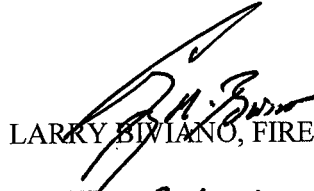
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

COUNTY

CORTLANDVILLE FIRE DISTRICT



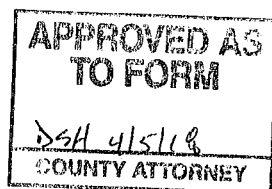
CHARLES SUDBRINK, CHAIR



LARRY BIVIANO, FIRE COMMISSIONER

DATED:

DATED:



3/14/2018

PROPOSAL SPECIFICATION AND PRICING SCHEDULE
Cortland County - Paper & Office Supplies Bid Tabulation

Appointment Books & Calendars

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
1	Appointment Book, Weekly, Jan-Dec, 8 1/4" x 10 7/8", Assorted Colors	Each
2	Appointment Book, Monthly, 24-Month, 8 1/2" x 11", Assorted Colors	Each
3	Calendar, Desk Pad, Jan-Dec, 22" x 17"	Each

Cost / unit per bid specs

WB Mason	Hummel's
\$ 5.99	\$ 11.99
3.85	10.89
2.62	2.49

Notes

Binders, Folders & Notebooks

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
4	Binder Covers w/Storage Hooks, 6" Capacity, 11" x 14 7/8", Assorted Colors	Each
5	Hanging Storage Binder, 1" Round Rings, 175-Sheet Capacity, Assorted Colors	Each
6	Binder, 1/2" Round Rings, 100-Sheet Capacity, Assorted Colors	Each
7	Binder, 1" Round Rings, 175-Sheet Capacity, Assorted Colors	Each
8	Binder, 2" Round Rings, 375-Sheet Capacity, Assorted Colors	Each

4.18	12.89
3.59	6.89
0.92	3.79
0.87	1.39
1.24	2.39

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
9	Durable View Binder, 2" Slant Rings, 500 Sheet Capacity, Assorted Colors	Each
10	Big Tab Insertable Dividers, Buff Paper, 8-Tab Set, Multicolor	Set
11	Presentation Folders, Heavy Duty, 3 Hole Punch, 2 Pocket, Assorted Colors, 6/PK	Pack
12	Manila Folders, 1/3 Cut Assorted, One-Ply Top Tab, Letter Size, 100/BX	Box
13	Manila Folders, 1/3 Cut Assorted, Top Tab, Legal Size, 100/BX	Box
14	File Folders, 1/3 Cut Top Tab, Letter Size, Assorted Colors, 100/BX	Box
15	Manila Folders, 2 Fasteners, Straight Cut Tab, Letter Size, 50/BX	Box
16	Hanging File Folders, Letter Size, 1/5-Cut Tab, Standard Color, 25/Box	Box
17	Hanging File Folders, Letter Size, 1/5-Cut Tab, Assorted Colors, 25/Box	Box
18	Hanging File Folders, Legal Size, 1/5-Cut Tab, Standard Color, 25/Box	Box
19	Spiral Notebook, Wide/Margin Rule, 8" x 10 1/2", 70 Sheets, Assorted Colors	Each
20	Steno Pads, Gregg Rule, 6" x 9", 80 Sheets, Center Line, Assorted Colors	Each
21	Steno Pads, Gregg Rule, 6" x 9", 80 Sheets, Center Line, Assorted Colors, 6/PK	Pack
22	Perforated Edge Writing Pad, 50 Sheets, Letter Size, Legal Ruled, Pack of Dozen	Dozen

WB Mason**Hummel's****Notes**

\$ 1.44

\$ 3.79

0.44

0.89

8.80

13.19

Hummel's item is sold 25/bx

5.24

8.89

6.24

14.39

6.49

18.89

5.74

33.79

3.59

8.89

4.49

15.59

4.54

11.29

0.89

0.98

0.19

1.48

1.14

1.48

Hummel's item is sold individually

1.76

10.89

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
23	Perforated Edge Writing Pad, 50 Sheets, 5" x 8", Jr. Legal Ruled, Pack of Dozen	Dozen

WB Mason**Hummel's****Notes**

\$ 1.19

\$ 6.89

Labels & Envelopes

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
24	File Folder Labels, Permanent Adhesive, 1/3 Cut, 252/PK	Pack
25	Address Labels, Permanent Adhesive, 1 1/8" x 3 1/2", 260/BX	Box
26	Address Labels, Permanent Adhesive, 1" x 2 13/16", 3300/BX	Box
27	Waterproof Labels, Permanent Adhesive, 2" x 4", 500 Labels/PK	Pack
28	Envelopes, #10, 9 1/2" x 4 1/8", White, Security Tinted, 500/BX	Box
29	Envelopes, #10, 9 1/2" x 4 1/8", White, Non-Security Tinted, 500/BX	Box
30	Envelopes, #10, 9 1/2" x 4 1/8", White, Address Window, Security Tinted, 500/BX	Box
31	Envelopes, #10, 9 1/2" x 4 1/8", White, Address Window, Non-Security Tinted, 500/BX	Box
32	Envelope Moistener w/ Adhesive, 50ml, Clear, 4/PK	Pack

1.24

1.79

6.78

9.88

17.35

6.89

26.69

33.89

9.49

24.59

8.50

13.49

9.90

34.49

8.88

25.59

0.96

6.89

Office Supplies

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
33	Mini Binder Clips, Steel Wire, 1/4" Capacity, 1/2" Width, Black/Silver, 36/PK	Pack
34	Small Binder Clips, Steel Wire, 3/8" Capacity, 3/4" Width, Black/Silver, 36/PK	Pack
35	Medium Binder Clips, Steel Wire, 5/8" Capacity, 1 1/4" Width, Black/Silver, 24/PK	Pack
36	Large Binder Clips, Steel Wire, 1" Capacity, 2" Width, Black/Silver, 12/PK	Pack
37	Paper Clips (No. 1), 1 3/8" Length, Silver, 100/BX	Box
38	Jumbo Paper Clips, 1 3/4" Length, Silver, 100/BX	Box
39	Commercial Full Strip Desk Stapler, 20-Sheet Capacity, Black	Each
40	Mini Stapler, 12-Sheet Capacity, Black	Each
41	Chisel Point Standard Staples, 210/Strip, 1/4" Leg, 1/2" Crown, 30 Sheet Capacity, Silver, 5000/BX	Box
42	Chisel Point Standard Staples, 210/Strip, 1/4" Leg, 1/2" Crown, 20 Sheet Capacity, Silver, 5000/BX	Box
43	No. 11 Mini Staples, Flat Clinch, 1/4" Leg, 3/8" Crown, 1000/BX	Box
44	Jaw Style Staple Remover, Black	Each

WB Mason**Hummel's****Notes**

\$ 0.24

\$ 0.40

Hummel's item is sold by the dozen

0.24

0.40

Hummel's item is sold by the dozen

0.42

0.80

Hummel's item is sold by the dozen

0.27

1.80

0.02

0.30

0.07

0.70

2.24

2.75

2.49

2.50

0.06

1.09

0.06

0.80

0.82

1.88

0.02

0.70

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
45	Clipboard, Heavy Duty, 1/2" Capacity, 8 1/2" x 11"	Each
46	Scissors, Stainless Steel, Straight, 8"	Each
47	Ballpoint Pens, 1mm, Medium, Blue/Blue/Red Ink, 60/BX	Box
48	Retractable Ballpoint Pens, 1mm, Medium, Black/Blue/Red Ink, Pack of Dozen	Dozen
49	Retractable Fine Point Pens, .7mm, Black/Blue/Red ink, Pack of Dozen	Dozen
50	Pre-Sharpened Woodcase Pencils, HB (#2), Yellow Barrel, Pack of Dozen	Dozen
51	Point Stick Permanent Pens, Black Ink, Fine Point, Pack of Dozen	Dozen
52	Permanent Markers, Black Ink, Fine Point, Pack of Dozen	Dozen
53	Highlighters, Chisel Tip, Fluorescent Yellow Ink, Pack of Dozen	Dozen
54	Highlighters, Chisel Tip, Assorted Colors, 5/PK	Pack
55	Wite-Out Correction Tape, Non-Refillable, 1/6" x 472", 10/BX	Box
56	Wite-Out Correction Tape, Non-Refillable, 1/6" x 472"	Each
57	Desktop Tape Dispenser, 1" Core, Weighted Non-Skid Base, Black	Each
58	Invisible Tape, 3/4" x 1296", 1" Core, 12/PK	Pack

WB Mason**Hummel's****Notes**

\$ 0.29 \$ 5.09

0.48 2.50

3.95 4.50

0.99 4.60

2.24 5.80

1.14 1.40

0.92 23.00

0.92 3.90

1.19 3.30

0.67 2.50

Hummel's item is sold 6/pk

2.70 19.50

0.27 1.80

0.25 1.90

4.44 0.98

Hummel's item is sold by the roll

Attachment: Office supplies bid tabulation (105-22 : Accept Bids and Award Contract for County-Wide

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
59	Invisible Tape, 3/4" x 1296", 1" Core, 6/PK	Pack
60	Self-Stick Notes, 1 1/2" x 2", Yellow, 100 Sheets, 12/PK	Pack
61	Self-Stick Notes, 3" x 3", Yellow, 100 Sheets, 12/PK	Pack
62	USB Flash Drive, 128GB	Each

WB Mason**Hummel's****Notes**

\$ 7.44

\$ 0.98

Hummel's item is sold by the roll

0.93

1.95

2.27

3.50

18.28

12.40

Paper & Toner

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
63	Multipurpose Copy Paper, 98 Bright, 20 LB, 8 1/2" x 11", White, 5000 Sheets/Case	Case
64	Premium Copy Paper, 98 Bright, 20 LB, 8 1/2" x 11", White, 5000 Sheets/Case	Case
65	Multipurpose Copy Paper, 96 Bright, 20 LB, 8 1/2" x 11", White, 5000 Sheets/Case	Case
66	Premium Copy Paper, 96 Bright, 20 LB, 8 1/2" x 11", White, 5000 Sheets/Case	Case
67	Multipurpose Copy Paper, 92 Bright, 20 LB, 8 1/2" x 11", White, 5000 Sheets/Case	Case
68	Premium Copy Paper, 92 Bright, 20 LB, 8 1/2" x 11", White, 5000 Sheets/Case	Case
69	1/2" Green Bar Paper, 20LB, 14 7/8" x 11", 2400 Sheets/Case	Case

42.90

44.50

42.90

44.50

42.60

44.50

42.60

44.50

42.30

39.50

42.30

39.50

34.90

69.90

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
70	HP 78A (CE278A) Toner Cartridge, Black	Each
71	HP 90A (CE390A) Toner Cartridge, Black	Each

WB Mason**Hummel's****Notes**

\$ 49.99

\$ 85.00

109.99

185.00

Personal Protective Equipment

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
72	Disinfecting Wipes, Bleach Free Cleaning Wipes, Lemon Scent, 35 Count	Each
73	Disinfecting Wipes, Bleach Free Cleaning Wipes, Lemon Scent, 75 Count	Each
74	Disinfecting Wipes Flatpack, Bleach Free Cleaning Wipes, Lemon Scent, 80 Count	Each
75	Disinfecting Wipes, Bleach Free Cleaning Wipes, 100 Count	Each
76	Disinfecting Wipes, Bleach Free Cleaning Wipes, 140 Count	Each
77	Nitrile Exam Gloves, Powder-Free & Latex-Free, Medium, 100/BX	Box
78	Nitrile Exam Gloves, Powder-Free & Latex-Free, Large, 100/BX	Box
79	Nitrile Exam Gloves, Powder-Free & Latex-Free, X-Large, 100/BX	Box
80	Vinyl Exam Gloves, Powder-Free & Latex-Free, Medium, 100/BX	Box

3.69

3.45

4.94

6.75

4.19

5.95

3.40

7.75

Hummel's item has 155/canister

2.90

7.75

Hummel's item has 155/canister

5.97

13.95

5.97

13.95

5.97

13.95

3.32

5.00

<u>Item #</u>	<u>Description</u>	<u>Unit Size</u>
81	Vinyl Exam Gloves, Powder-Free & Latex-Free, Large, 100/BX	Box
82	Vinyl Exam Gloves, Powder-Free & Latex-Free, X-Large, 100/BX	Box
83	Disposable Face Masks, 3-Ply, 50/BX	Box
84	Transparent Face Shield, Full Size	Each

WB MasonHummel'sNotes

\$	3.32	\$	8.00
	3.32		10.00
	3.95		4.99
	0.99		4.99

% per bid specs

WB MasonHummel's

Discount from list price for catalog of products not included above:63%55%