



Cortland County Legislature

Legislative Session

Legislative Chambers
Cortland, NY 13045
<https://www.cortlandcountyny.gov>

~ Minutes ~

Thursday, March 25, 2021

6:00 PM

Board Room

Salute to the Flag

Public Hearing

A Public Hearing to Consider Revisions to the Cortland County Agricultural District

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

Call to Order

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

Attendee Name	Organization	Title	Status	Arrived	Departed
Douglas Bentley	Cortland County, NY	Legislator	Present		
Beau Harbin	Cortland County, NY	Minority Leader	Excused		
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	Legislator	Present		
Linda Jones	Cortland County, NY	Legislator	Present		
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Remote		
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,	Majority	Present		7:00 PM

	NY	Leader			
Paul Heider	Cortland County, NY	Chairman	Present		
Mitchel Eccleston	Cortland County, NY	Legislator	Present		

Roll Call

Approval of Minutes

Cortland County Legislature - Legislative Session - Feb 25, 2021 6:00 PM

RESULT: ACCEPTED

Proclamations & Recognitions

1. Child Abuse Prevention Month Proclamation

RESULT: ANNOUNCED

2. Proclamation Recognizing National Women's History Month

RESULT: ANNOUNCED

3. Proclamation Recognizing Donate Life Month

RESULT: ANNOUNCED

4. Proclamation Recognizing Fair Housing Month in Cortland County

RESULT: ANNOUNCED

5. Proclamation Recognizing County Employee Retirements

RESULT: ANNOUNCED

Privilege of the Floor

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 – Adopt Cortland County Police Reform & Reinvention Collaborative Plan

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

ON MOTION OF PRICE

RESOLUTION NO. 47-21

Adopt Cortland County Police Reform & Reinvention Collaborative Plan

WHEREAS, the Police Reform & Reinvention Collaborative was directed by Governor Cuomo's Executive Order of June 12, 2020, AND

WHEREAS, all municipalities in New York State that have police forces are required to participate and submit a written plan by April 1, 2021, AND

WHEREAS, if communities fail to submit a written plan, their funding will be withheld by the New York State Department of Budget, AND

WHEREAS, this process was structured, according to the guidelines provided in the New York State Police Reform and Reinvention Collaborative, requiring community input and participation, along with an assessment of policing policies, AND

WHEREAS, Cortland County understands that maintaining public safety is extremely important and is one of the essential roles of government, AND

WHEREAS, in order to achieve that goal, there must be mutual trust and respect between police and the communities they serve, AND

WHEREAS, Cortland County has followed the guidelines of the Police Reform & Reinvention collaborative in the following ways:

- Reviewed the needs of the community served by the Cortland County Sheriff's Office and evaluated the Department's current policies and practices.
- Established and evaluated policies that allow police to safely perform their duties.
- Involved the entire community in the discussion by way of distribution of a public survey on November 23, 2020, a presentation by the Sheriff's Department on December 1, 2020 and hosted a public hearing on February 11, 2021.
- Comments and recommendations were received from the public.

, AND

WHEREAS, the Cortland County Legislature has had the opportunity to read, review, and offer comments on the information presented in the Plan, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature accepts and adopts the Cortland County Sheriff Police Reform & Reinvention Collaborative Plan, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature, upon adoption of this resolution, will send the Cortland County Sheriff Police Reform & Reinvention Collaborative Plan to the New York State Department of Budget by the established deadline for full compliance.

AGENDA ITEM NO. 2 – Appoint Member to the Cortland County Industrial Development Agency Board of Directors

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

ON MOTION OF HEIDER

RESOLUTION NO. 48-21

Appoint Member to the Cortland County Industrial Development Agency Board of Directors

WHEREAS, pursuant to General Municipal Law 856, the Cortland County Legislature, on recommendation of the Chairman of the Cortland County Legislature, is required to appoint the members of the Industrial Development Agency (IDA) Board of Directors, AND

WHEREAS, a vacancy has occurred on the IDA Board of Directors with the resignation of Stephen Servies, AND

WHEREAS, it is the recommendation of the Chairman of the Legislature to fill this vacancy with Donald Richards of 692 Hatchers Run Cortland NY, 13045, NOW THEREFORE BE IT

RESOLVED, that Donald Richards 692 Hatchers Run Cortland NY, 13045 is hereby appointed to the Industrial Development Agency Board of Directors effective immediately to fill the unexpired term of Stephen Services, whose term shall expire 12/31/2021.

AGENDA ITEM NO. 3 – Appoint Members - Central New York Regional Planning and Development Board

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

ON MOTION OF HEIDER

RESOLUTION NO. 49-21

Appoint Members - Central New York Regional Planning and Development Board

WHEREAS, the terms of Cortland County Representatives have expired on the Central New York Regional Planning and Development Board, NOW THEREFORE BE IT

RESOLVED, that the following be appointed in conformance with the Regional Planning and Development Board By-Laws:

Dan Dineen	County Planning Department Director	Term expires 12/31/21
Garry VanGorder	At-Large Representative	Term expires 12/31/21
Christopher Newell	County Legislator	Term expires 12/31/21
Linda Hartsock	At-Large Representative	Term expires 12/31/21

Referred from Building & Grounds Committee

AGENDA ITEM NO. 4 – Amend 2021 Budget for Use of County Jail Project Reserve and Authorize Agreement with Maximum Security for Repair of Exterior Security Doors at the Jail Facility- Buildings and Grounds

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

ON MOTION OF HARBIN

RESOLUTION NO. 50-21

Amend 2021 Budget for Use of County Jail Project Reserve and Authorize Agreement with Maximum Security for Repair of Exterior Security Doors at the Jail Facility- Buildings and Grounds

WHEREAS, there are multiple exterior security doors at the Cortland County jail facility that have reached the end of their useful life, AND

WHEREAS, the Superintendent of Buildings and Grounds solicited a proposal for the replacement of exterior security doors E1, E5 and E6 at the jail, AND

WHEREAS, Maximum Security, 836 North State Street, Syracuse, NY 13208 submitted a quote to replace all three doors at a cost of \$62,284.00, AND

WHEREAS, after a review of the proposal by the Buildings and Grounds Committee, it is recommended to move forward with the proposed replacement of all three doors by Maximum Security at the quoted price, AND

WHEREAS, there are funds in the County Jail Project Reserve, account A386300.JAIL, with a current balance of \$1,363,833.88, NOW THEREFORE BE IT

RESOLVED, the 2021 County budget is amended as follows:

Increase:		Current	Addition	New
Building Improvements	A31505.52320	\$-0-	\$62,284	\$62,284
Appropriated Reserves	A351100	\$-0-	\$62,284	\$62,284

AND BE IT FURTHER

RESOLVED, up to \$62,284 of the contract is to be paid using the County Jail Project Reserve, account A386300.JAIL, leaving a balance of \$1,301,549.88 after payment, AND BE IT FURTHER

RESOLVED, the Legislature hereby authorizes a contract with Maximum Security, 836 North State Street, Syracuse, NY, 13208, for an amount not to exceed \$62,284.00, AND BE IT FURTHER

RESOLVED, that the County Administrator upon review and on approval of the County Attorney or designee, is hereby authorized to execute the agreement with Maximum Security, 836 North State Street, Syracuse, NY, 13208, for the repairs outlined in the quote for service.

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

ON MOTION OF HARBIN

RESOLUTION NO. 51-21

Establish Cortland County Information Technology Steering Committee

WHEREAS, there is a need to define a vision of delivering information technology services in Cortland County to support all departments and employees in the most cost efficient, secure and flexible methods possible, AND

WHEREAS, in order to develop a clear vision for the Information Technology Department the following areas must be addressed; networking, voice, data, cyber security, operating systems, end user support and other demands that Information Technology department responds to on a day to day basis, AND

WHEREAS, the emerging challenges of managing and supporting a remote work force is forcing Information Technology to review how it does business with an emphasis on remote versus on-premises, workstation, laptop technology versus virtual desktop, AND

WHEREAS, the COVID-19 pandemic response has underscored the need to proactively address the increased demand for Information Technology Services by establishing a clear plan that incorporates contingencies that will better position the county for future needs, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby establishes the Cortland County Information Technology Steering Committee as of April 1, 2021 with said committee dissolving on December 31, 2023 or unless discharged by a subsequent resolution, AND BE IT FURTHER

RESOLVED the following individuals shall be appointed to the Information Technology Steering Committee;

Information Technology

Jack Hess (Chair)
Tom McGrath

Legislature

Beau Harbin

Mental Health

Sharon MacDougall
Nancy Smith

Workforce Development

Amy Buggs
Shannon Phillips

Social Services

Kristen Monroe
James Harvey

Finance

Andrea Herzog
Stephen Trobert

County Clerk

Brooke Kemak

County Administration

Rob Corpora

Health

Lisa McGee

Probation

Alicia Wheaton

Referred from Highway Committee

AGENDA ITEM NO. 6 – Amend 2021 Budget to Allocate Funds for Annual July Fireworks Celebration at Dwyer Memorial Park

RESULT:	ADOPTED [13 TO 3]
MOVER:	Christopher Newell, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bischoff, Van Dee, Wilson, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Douglas Bentley, Richard Stock, Ann Homer
EXCUSED:	Beau Harbin

ON MOTION OF NEWELL

RESOLUTION NO. 52-21

Amend 2021 Budget to Allocate Funds for Annual July Fireworks Celebration at Dwyer Memorial Park

WHEREAS, Cortland County has held a July 4th Independence celebration at Dwyer Memorial Park for many years, AND

WHEREAS the 2021 budget did not include funding for the annual celebration, AND

WHEREAS, the Cortland County Legislature supports continuing the annual tradition of hosting an Independence celebration at the park, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby amends the 2021 budget as follows;

Increase: Account Number A359900 Appropriated Fund Balance \$24,000

Increase: Account Number A71105.54055 Dwyer Park Professional Services
\$24,000

AGENDA ITEM NO. 7 – Amend 2021 Budget to Reallocate Building & Repairs Funds for Dwyer Park

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

ON MOTION OF NEWELL

RESOLUTION NO. 53-21

Amend 2021 Budget to Reallocate Building & Repairs Funds for Dwyer Park

WHEREAS- the Cortland County Legislature adopted resolution 369-19 which authorized the transfer of funds from the Dwyer Park Reserve, AND

WHEREAS, there was \$17,554.53 left in the A10405.54076.DWYPK at the end of 2020, AND

WHEREAS, it is necessary to fund various repair projects at Dwyer Memorial Park by utilizing the unspent portion of the 2020 appropriated funds in the 2021 fiscal year, NOW THEREFORE BE IT

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

Increase 2021:

A10405.54076.DWYPK

Professional Services

\$17,554.53

AGENDA ITEM NO. 8 – Award 2021 Material and Service Bids and Authorize Agreements with Various Vendors - Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 54-21

Award 2021 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 2021 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 T & C Stone and Gravel, PO Box 108, Whitney Point, NY 13862 for \$4.50 per ton.

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 Buell Fuel LLC, 2676 State Route 12B, Deansboro, NY 13328 for a mark up of \$.0179 per gallon for Diesel Fuel, \$.0429 per gallon for winterized blend, and \$.0529 per gallon for Kerosene.

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.

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 Buell Fuel LLC, 2676 State Route 12B, Deansboro, NY 13328 for a mark up of \$.0299 per gallon.

, 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. 9 – Extend Material & Service Bids and Authorize Agreements with Various Vendors - Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 55-21

Extend Material & Service Bids and Authorize Agreements with Various Vendors - Highway Department

WHEREAS, the Highway Committee of the Cortland County Legislature advertised, received and opened bids for various materials, supplies and services used by the Highway Department in 2019 AND 2020 with an option to extend the awarded bids for up to three years, AND

WHEREAS, the Cortland County Legislature adopted Resolution No's. 135-19, 136-20, 137-20 authorizing the purchase of various, supplies, materials, and services for the Cortland County Highway Department & County Airport, AND

WHEREAS, the costs for these various supplies, materials and services have been appropriated in the 2021 Budget, AND

WHEREAS, the County Highway Superintendent recommends extending supplies, materials, and services previously awarded at the existing pricing, NOW, THEREFORE, BE IT

RESOLVED, that in accordance with the recommendations of the Highway Superintendent the County Legislature hereby authorizes extension of the existing 2019 AND 2020 bid pricing to 2021 from the following vendors:

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

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.

BITUMIONOUS CONCRETE from Suit Kote, 1911 Loring Crossing Road, Cortland, NY 13045.

RECYCLED ASPHALT from Suit Kote, 1911 Loring Crossing Road, Cortland, NY 13045.

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, are hereby authorized to execute any agreements associated with said extensions.

AGENDA ITEM NO. 10 – Amend 2021 Capital Budget and Authorize New York State Department of Transportation Supplemental Agreement # 1 East River Crossing Over Tioughnioga River Bridge Replacement (BIN 3312310) - Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 56-21

Amend 2021 Capital Budget and Authorize New York State Department of Transportation Supplemental Agreement # 1 East River Crossing Over Tioughnioga River Bridge Replacement (BIN 3312310) - Highway Department

WHEREAS, the Cortland County Legislature adopted Resolution # 339-19 authorizing an agreement with the New York State Department of Transportation (NYSDOT) for the East River Crossing over Tioughnioga River Bridge Replacement Project PIN 375687, BIN 3312310, AND

WHEREAS, the NYSDOT is amending the scheduled funding by increasing the amount for the Design Phase of said project to \$300,000.00, AND

WHEREAS, the 2021 Capital Budget will need to be amended to allow for unspent monies from the 2020 Capital Project Budget and also allow for the increase in funding, NOW, THEREFORE BE IT

RESOLVED, that Cortland County Administrator be and is hereby authorized and directed to execute all necessary Agreements approved as to form by the County Attorney or designee, on behalf of the County of Cortland with the New York State Department of Transportation in connection with the advancement or approval of the Project, AND BE IT FURTHER

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, AND BE IT FURTHER

RESOLVED, that the Cortland County 2021 Capital Budget be amended as follows:

ORIGINAL	AMENDED	CHANGE
2021 BUDGET	2021 BUDGET	NEEDED

Increase Expense:

HH51225.54055.ERRBR	Professional Services	\$287,935		\$31,935
	\$256,000			

Increase Revenue:

HH512244.44597.ERRBR	Federal Revenues	\$204,800	\$230,348	\$25,548
HH512243.43597.ERRBR	State Revenues	\$38,400.00	\$43,190	\$4,790
HH512248.45031.ERRBR	Local Share	\$12,800.00	\$14,397	\$1,597

AGENDA ITEM NO. 11 – Authorize the Acceptance of and Local Share Payment for All Property Acquired by the State of New York for the East River Crossing Bridge Over Tioughnioga River Replacement (BIN 3312310) - Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 57-21

Authorize the Acceptance of and Local Share Payment for All Property Acquired by the State of New York for the East River Crossing Bridge Over Tioughnioga River Replacement (BIN 3312310) - Highway Department

WHEREAS, the Cortland County Legislature authorized an agreement with the New York State Department of Transportation for the East River Crossing Bridge (BIN 3312310) Replacement, P.I.N. 375687, by Resolution # 399-19, AND

WHEREAS, the Project for the East River Crossing Bridge Replacement Project is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal Funds and 20% non-federal funds, AND

WHEREAS, the said Right of Way Purchase costs may also be eligible for reimbursement of 15% of the project costs through NYSDOT AID (Marchiselli Aid) provided the funds are appropriated by the State of New York, AND

WHEREAS, the New York State Department of Transportation is acquiring certain rights-of-way, easements and titles to premises in conjunction with the East River Crossing Bridge Replacement, AND

WHEREAS, the New York State Department of Transportation has estimated the Right-of-Way acquisition phase at \$10,000.00, AND

WHEREAS, the New York State Department of Transportation requires that the County of Cortland to submit a payment of 20% (local share) of the estimated Right-of-Way to the New York State Department of Transportation, AND

WHEREAS, it is necessary for the Cortland County Legislature to agree to accept the real

property acquired by the State of New York for the East River Crossing Bridge Replacement, NOW, THEREFORE, BE IT

RESOLVED, that the Cortland County Legislature does authorize the acceptance of the deed of all real property acquired by the State of New York for the East River Crossing Bridge Replacement, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee as to form, is hereby authorized to execute any and all document necessary to accept by deed all real property being transferred from the State of New York to the County of Cortland for the East River Crossing Bridge Replacement, AND BE IT FURTHER

RESOLVED, that the Cortland County Treasurer is hereby authorized and directed to make payment from account HH51225.54055.ERRBR in the amount of \$2,000.00 to the New York State Department of Transportation, 333 East Washington Street, Syracuse, New York 13202.

AGENDA ITEM NO. 12 – Award Bids for Re-Construction of Loring Crossing Road Bridge (BIN 3312300) - Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 58-21

Award Bids for Re-Construction of Loring Crossing Road Bridge (BIN 3312300) - Highway Department

WHEREAS, the Loring Crossing Road Bridge Replacement Project (PIN 375543, D036170) has been approved by the New York Department of Transportation and the project is to be funded with 95% Federal funds, AND

WHEREAS, the Loring Crossing Road. Bridge Replacement Culvert Project was approved by Resolution # 9-19, AND

WHEREAS, the amount budgeted for the construction and construction administration/inspection in the 2021 Capital Projects Budget is \$4,027,975.94, AND

WHEREAS, an amount of \$4,087,918.00 for the construction and construction administration/inspection of said project has been approved by the NYSDOT by supplemental agreement # 267-20, AND

WHEREAS, the Highway Superintendent has advertised for and received bids for the Construction of the Loring Crossing Road Bridge Replacement and they are as follows:

<u>BIDDERS</u>	<u>BID</u>
Economy Paving Co., Inc. 1819 Route 13 Cortland, NY 13045	\$2,987,897.90

Suit Kote Corp. \$3,103,477.50
1911 Lorings Crossing
Cortland, NY 13045

Vector Construction Corp. \$3,282,639.69
6364 Island Road
Cicero, NY 13039

WHEREAS, the lowest responsible bid received for the Construction of the said project was received from Economy Paving Co., Inc. 1819 Route 13 Cortland, NY 13045, NOW, THEREFORE, BE IT

RESOLVED, that contingent upon NYSDOT's approval of award, the Cortland County Administrator, upon review and approval by the County Attorney, or designee, is hereby authorized to execute an agreement for the Construction of said project with Economy Paving Co., Inc. 1819 Route 13 Cortland, NY 13045 for an amount not to exceed \$2,987,897.90 AND, BE IT FURTHER

RESOLVED, that the project costs be charged to the already established Account #HH51225.52800 LXBR, AND BE IT FURTHER

RESOLVED, that the 2021 Capital Budget be amended as follows:

Increase:

HH51225.52800.LXBR	Construction Phase	\$59,942.06
HH512243.44597.LXBR	Federal Revenue	\$56,944.96
HH512248.45031.LXBR	Local Share	\$2,997.10

AGENDA ITEM NO. 13 – Amend 2021 Budget to Reallocate Funds for Design of Runway 6-24 Rehabilitation Project - Highway Department/ County Airport

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

ON MOTION OF NEWELL

RESOLUTION NO. 59-21

Amend 2021 Budget to Reallocate Funds for Design of Runway 6-24 Rehabilitation Project - Highway Department/ County Airport

WHEREAS, the Cortland County Legislature approved Resolution 263-19 awarding the Engineering Design Agreement for the Runway 6-24 Rehabilitation Project to McFarland Johnson, Inc., 49 Court St., P.O. Box 1980, Binghamton, NY 13902 for an amount not to exceed \$254,471.00, AND

WHEREAS, there was an unexpended balance remaining in account # HH56105.54055.RW64 in the amount of \$44,471 in the 2020 budget of which \$10,000.00 was budgeted in the 2021 Capital Budget, AND

WHEREAS, the remaining balance of \$34,471 will be needed in the 2021 budget to cover expenses associated with said project, NOW THEREFORE BE IT

RESOLVED, that the 2021 Budget be amended as follows:

Increase:

HH56105.54055.RW64	Runway 6-24 Rehabilitation	\$34,471
HH56105.44597.RW64	Federal Revenue	\$31,113
HH56105.43597.RW64	State Revenue	\$1,729
HH99015.45031.RW64	Interfund Trans Revenue	\$1,629

AGENDA ITEM NO. 14 – Amend 2021 Budget to Accept Federal Aviation Administration Grant Under the Coronavirus Response Grant Program, Coronavirus Response & Relief Supplemental Appropriation Act for the Cortland County Airport & Authorize Required Grant Agreements - Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 60-21

Amend 2021 Budget to Accept Federal Aviation Administration Grant Under the Coronavirus Response Grant Program, Coronavirus Response & Relief Supplemental Appropriation Act for the Cortland County Airport & Authorize Required Grant Agreements - Highway Department

WHEREAS, the Federal Aviation Administration (FAA) has identified \$13,000.00 for use at the Cortland County Airport, Gen. Levi R. Chase Field as part of the Coronavirus Response and Relief Supplemental Appropriations Act, Coronavirus Response & Relief Supplemental Appropriation Act (ACRGP/CRRSAA), AND,

WHEREAS, these monies can be used to offset the shortage in revenues in the airport budget due to the impact of Coronavirus restrictions that have been in place, AND

WHEREAS, eligible expenses from January 20, 2020 forward may be deemed reimbursable, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby accepts the FAA ACRGP/CRRSAA Grant for the amount of \$13,000.00, AND BE IT FURTHER

RESOLVED, that the Cortland County Administrator upon review and approval as to form by the County Attorney or designee, is hereby authorized to sign the FAA ACRGP/CRRSAA Grant Agreement,

AGENDA ITEM NO. 15 – Authorize Purchase of Truck for County Landfill - County Highway Department Division of Solid Waste

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

ON MOTION OF NEWELL

RESOLUTION NO. 61-21

Authorize Purchase of Truck for County Landfill - County Highway Department Division of Solid Waste

WHEREAS, the Highway Department's Division of Solid Waste has a need for a four wheel drive truck with plowing equipment for operations and maintenance of the County Landfill, AND

WHEREAS, the Highway Superintendent in conjunction with the Landfill Manager have reviewed various models of trucks, AND

WHEREAS, the New York State Office of General Services (NYS OGS) issued Mini Bid #6400, Contract #PC68945, for such equipment, AND

WHEREAS, the monies for said purchase have been budgeted in the 2021 Solid Waste budget, AND.

WHEREAS, the Highway Superintendent and the Landfill Manager both recommend the purchase of One (1) 2021 Ford F450 Regular Cab Pickup Truck, DRW, 4 wheel drive, Diesel, with dump body, plow and sander from the NYS OGS Mini Bid #6400 at a price of \$64,789 from Lithia Motors, Inc. 150 N. Bartlett Street Medford, OR 97501, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the purchase of One (1) 2021 Ford F450 Regular Cab Pickup Truck, DRW, 4 wheel drive, Diesel, with dump body, plow and sander from the NYS OGS Mini Bid #6400 at a price of \$64,789 from Lithia Motors, Inc. 150 N. Bartlett Street Medford, OR 97501, AND BE IT FURTHER

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment from Account EL 999542.52030.LDEQ, Vehicles, for said purchase.

Referred from Health & Human Services Committee

AGENDA ITEM NO. 16 – Accept Bids and Authorize Purchase of Miscellaneous Groceries and Frozen Foods - Area Agency on Aging

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 62-21

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

WHEREAS, bids were received on February 10, 2021 for the period April 1, 2021 through June 30,

2021, 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 the Area Agency on Aging, the Sheriff's Department, AND

WHEREAS, the Health and Human Services Committee has reviewed the bid responses and recommends that the bids be awarded to the following vendors:

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
Waffle Waffle LLC dba Happi Foodi, 43 River Street, Nutley, NJ 07110

, 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, 2021 through June 30, 2021.

AGENDA ITEM NO. 17 – Accept Bids and Authorize Purchase of Milk and Dairy Products - Area Agency on Aging

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 63-21

Accept Bids and Authorize Purchase of Milk and Dairy Products - Area Agency on Aging

WHEREAS, bids were received on February 10, 2021, for period April 1, 2021 through September 30, 2021 for the purchase of milk and dairy products in accordance with specifications on file in the Office of the Clerk of the Cortland County Legislature, for use by the Area Agency on Aging and the Sheriff's Department, AND

WHEREAS, the Health and Human Services Committee has reviewed the bids and recommends the bids be awarded to the following vendors:

John R. Sears, DBA Bill Bros. Dairy, 219 Port Watson St., Cortland, NY 13045

, 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 an overall basis, AND BE IT FURTHER

RESOLVED, that the above departments are authorized and directed to purchase said items from the lowest responsible bidder and best value for April 1, 2021 through September 30, 2021.

AGENDA ITEM NO. 18 – Accept Bids and Authorize Purchase of Paper Goods & Maintenance Supplies
- Area Agency on Aging

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 64-21

Accept Bids and Authorize Purchase of Paper Goods & Maintenance Supplies - Area Agency on Aging

WHEREAS, bids were received on February 10, 2021, for period April 1, 2021 through September 30, 2021 for the purchase of paper goods and maintenance supplies in accordance with specifications on file in the Office of the Clerk of the Cortland County Legislature, for use by the Area Agency on Aging, the and the Sheriff's Department AND

WHEREAS, the Health and Human Services Committee has reviewed the bid responses and recommends the bids be awarded to following bidders, AND

WHEREAS, bids were received from the following:

Hummels Office Plus, 25 Canal St., Mohawk, NY 13407
Renzi Food Service, 901 Rail Dr., Watertown, NY 13601
Oliver Packaging & Equip Co., 3236 Wilson Dr NW, Walker, MI 49534
Sanico, Inc., PO Box 2037, 156 Corporate Drive, Binghamton, NY 13905
Unipak, 2766 E 63rd St., Brooklyn, NY 11234
WB Mason, 1200 State Fair Blvd, Syracuse, NY 13209
Economy Products & Solutions, 1175 E. Main Street, Rochester, NY 14609
Central Poly-Bag Corp., 2400 Bedle Place, Linden, NJ 07036
Hill & Markes Wholesale Distr. 1997 St. Hwy 5-S, PO Box 7, Amsterdam, NY 1201
Interboro Packaging Corp., 114 Bracken Road, Montgomery, NY 12549
McDonald Ave Paper & Plastic Distr. Inc., Bldg.58, 50th Street, Brooklyn, NY 11232
Sam Tell & Son Inc., 300 Smith Street, Farmingdale, NY 11735

, 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 April 1, 2021 through September 30, 2021.

AGENDA ITEM NO. 19 – Declaring Cortland County a Purple Heart Community - Veteran's Affairs

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 65-21

Declaring Cortland County a Purple Heart Community - Veteran's Affairs

WHEREAS, the people of Cortland County have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces, AND

WHEREAS, Veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all, AND

WHEREAS, the contributions and sacrifices of the men and women from Cortland County who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens, AND

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces, AND

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, November 11, 2021 has been officially designated as the day in Cortland County to remember and recognize Veterans who are recipients of the Purple Heart Medal, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby proclaims the County as a Purple Heart County, honoring the service and sacrifice of our Nation's men and women in uniform who were wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.

AGENDA ITEM NO. 20 – Amend 2021 Budget to Reallocate Advancing Tobacco Free Communities Grant Expenses & Revenues from Prior Year - Health Department

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 66-21

Amend 2021 Budget to Reallocate Advancing Tobacco Free Communities Grant Expenses & Revenues from Prior Year - Health Department

WHEREAS, the Cortland County Health Department has funds allocated for the grant fiscal year that is different from the County fiscal year for the Advancing Tobacco Free Communities grant, Contract # C-34796GG, Grant Fiscal Year 7/1/20-6/30/21. Grant funds not expended from this grant need to be re-

appropriated for use in 2021, NOW THEREFORE BE IT

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

		Current	Increase
Increase Revenue:			
A40105.43450.20TBC	2021 ATFC Grant	\$0	\$206,052
Increase Expenditure:			
A40105.51005.20TBC	Personal Services	\$0	\$ 48,679
A40105.54000.20TBC	Phone	\$0	\$ 224
A40105.54005.20TBC	Office Supplies	\$0	\$ 1,749
A40105.54020.20TBC	Postage	\$0	\$ 900
A40105.54035.20TBC	Education & Train	\$0	\$ 4,850
A40105.54045.20TBC	Travel	\$0	\$ 871
A40105.54048.20TBC	Program Supplies	\$0	\$ 11,844
A40105.54060.20TBC	Advertising	\$0	\$ 30,825
A40105.54213.20TBC	IDT Copy/Print	\$0	\$ 150
A40105.54815.20TBC	PH Contracted Agency	\$0	\$ 74,781
A40105.58060.20TBC	Health Insurance	\$0	\$ 31,179

AGENDA ITEM NO. 21 – Amend 2021 Budget to Reallocate Care Compass Tele-Health Grant Expenses & Revenues from Prior Year - Health Department

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 67-21

Amend 2021 Budget to Reallocate Care Compass Tele-Health Grant Expenses & Revenues from Prior Year - Health Department

WHEREAS, the Cortland County Health Department has funds allocated for grant fiscal years that are different from the County fiscal year for the Care Compass Tele-health Grant Fiscal Year 12/1/19-2/15/21. Grant funds not expended from this grant need to be re-appropriated for use in 2021, NOW THEREFORE BE IT

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

		Current	Increase
Increase Revenue:			
A401047.42705.TELE	1921 Tele-health Grant	\$0	\$11,042
Increase Expenditure:			
A40105.52060.TELE	Comp Equip	\$0	\$ 70
A40105.54000.TELE	Telephone	\$0	\$ 6,000
A40105.54048.TELE	Program Supplies	\$0	\$ 4,972

AGENDA ITEM NO. 22 – Amend 2021 Budget to Reallocate IAP Grant Expenses & Revenues from Prior Year - Health Department

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 68-21

Amend 2021 Budget to Reallocate IAP Grant Expenses & Revenues from Prior Year - Health Department

WHEREAS, the Cortland County Health Department has funds allocated for grant fiscal years not included in the County fiscal year for the IAP Grant, Contract# C32511GG for Grant Fiscal Year 4/1/20-3/31/21. Grant funds not expended from this grant need to be re-appropriated for use in 2021, NOW THEREFORE BE IT

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

		Current	Increase
Increase Revenue:			
A40115.43450.20IAP	2021 IAP Grant	\$0	\$16,808.34
Increase Expenditure:			
A40115.51005.20IAP	Personal Services	\$0	\$ 7,642.84
A40115.58030.20IAP	FICA	\$0	\$ 584.68
A40115.58060.20IAP	Health Ins	\$0	\$ 8,580.82

AGENDA ITEM NO. 23 – Amend 2021 Budget to Reallocate HRI COVID-19 Grant Expenses & Revenues from Prior Year - Health Department

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 69-21

Amend 2021 Budget to Reallocate HRI COVID-19 Grant Expenses & Revenues from Prior Year - Health Department

WHEREAS, the Cortland County Health Department has funds allocated for grant fiscal years that are different from the County fiscal year for the HRI COVID-19 Grant, Contract# 6314-01, Grant Fiscal Year 3/5/20-3/15/21. Grant funds not expended from this grant need to be re-appropriated for use in 2021, NOW THEREFORE BE IT

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

		Current	Increase
Increase Revenue:			
A401044.44401.COV19	2021 COVID19 Grant	\$0	\$11,428
Increase Expenditure:			
A40105.51005.COV19	Personal Services	\$0	\$ 4,556
A40105.54048.COV19	Program Supplies	\$0	\$ 6,872

AGENDA ITEM NO. 24 – Amend 2021 Budget to Reallocate Early Intervention Admin Grant- Expenses & Revenues from Prior Year - Health Department

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 70-21

Amend 2021 Budget to Reallocate Early Intervention Admin Grant- Expenses & Revenues from Prior Year - Health Department

WHEREAS, the Cortland County Health Department has funds allocated for grant fiscal years not included in the County fiscal year for the EI Admin Grant, Contract# C-31627GG for Grant Fiscal Year 10/1/20-9/30/21. Grant funds not expended from this grant need to be re-appropriated for use in 2021, NOW THEREFORE BE IT

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

		Current	Increase
Increase Revenue:			
A405944.44451.20CSN	2021 EI Admin Grant	\$0	\$ 19,646.50
Increase Expenditure:			
A40595.51005.20CSN	Personal Services	\$0	\$ 12,217.50
A40595.58020.20CSN	Retirement	\$0	\$ 1,955
A40595.58060.20CSN	Health Insurance	\$0	\$ 5,474

AGENDA ITEM NO. 25 – Amend 2021 Budget to Reallocate Drinking Water Program Expenses & Revenues from Prior Year - Health Department

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

**Amend 2021 Budget to Reallocate Drinking Water Program Expenses & Revenues from Prior Year
- Health Department**

WHEREAS, the Cortland County Health Department has funds allocated for grant fiscal years that are different from the County fiscal year for the Drinking Water Program, Contract# C-34745GG for Grant Fiscal Year 4/1/20-3/31/21. Grant funds not expended from this grant need to be re-appropriated for use in 2021, NOW THEREFORE BE IT

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

		Current	Increase
Increase Revenue:			
A401243.43450.20DW	2021 DW Grant	\$0	\$ 24,310.25
Increase Expenditure:			
A40125.51005.20DW	Personal Services	\$0	\$ 15,119.75
A40125.58030.20DW	FICA	\$0	\$ 1,157.50
A40125.58060.20DW	Health Insurance	\$0	\$ 8,033

AGENDA ITEM NO. 26 – Amend 2021 Budget to Reallocate Delivery System Reform Incentive Payment Program Expenses & Revenues from Prior Year - Health Department

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

**Amend 2021 Budget to Reallocate Delivery System Reform Incentive Payment Program Expenses
& Revenues from Prior Year - Health Department**

WHEREAS, the Cortland County Health Department has funds allocated for fiscal years not included in the County fiscal year for the Care Compass Network to provide services for the Delivery System Reform Incentive Payment Program (DSRIP) for 2017-2020. Funds not expended need to be re-appropriated for use in 2021, NOW THEREFORE BE IT

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

		Current	Increase
Increase Revenue:			
A401042.41689.DSRIP	DSRIP Funds - HD	\$0	198,874.36
Increase Expenditure:			
A40105.54048.DSRIP	Program Supplies	\$0	198,874.36

AGENDA ITEM NO. 27 – Amend the 2021 Budget to Re-Allocate Children with Special Health Care Needs Grant Funds - Health Department

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 73-21

Amend the 2021 Budget to Re-Allocate Children with Special Health Care Needs Grant Funds - Health Department

WHEREAS, the Cortland County Health Department has funds allocated for grant fiscal years that are different from the County fiscal year for the Children with Special Health Care Needs Grant, Contract# C-35711GG for Grant Fiscal Year 10/1/20-9/30/21. Grant funds not expended from this grant need to be re-appropriated for use in 2021, NOW THEREFORE BE IT

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

		Current	Increase
Increase Revenue:			
A405944.44451.20CSH	2021 CSHCN Grant	\$0	\$ 17,309.06
Increase Expenditure:			
A40595.51005.20CSH	Personal Services	\$0	\$ 11,184
A40595.58020.20CSH	Retirement	\$0	\$ 1,789.06
A40595.58060.20CSH	Health Insurance	\$0	\$ 4,336

AGENDA ITEM NO. 28 – Amend 2021 Budget to Reallocate Health Research Inc., BioTerrorism Grant from Prior Year - Health Department

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 74-21

Amend 2021 Budget to Reallocate Health Research Inc., BioTerrorism Grant from Prior Year - Health Department

WHEREAS, the Cortland County Health Department previously received funds for the Health Research Inc., (HRI) BioTerrorism Grant, Contract# 1596-14, Grant Fiscal Year 7/1/20-6/30/21, AND

WHEREAS, not all funds were previously expended and need to be re-allocated for use in 2021, NOW THEREFORE BE IT

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

		Current	Increase
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Increase Revenue:			
A401044.44401.20BTE	20-21 BT Grant	\$0	\$20,404.51
Increase Expenditure:			
A40105.51005.20BTE	Personal Services	\$0	\$ 12,784.59
A40105.58060.20BTE	Health Insurance	\$0	\$ 7,619.92

AGENDA ITEM NO. 29 – Amend 2021 Budget to Reallocate Adolescent Tobacco Use Prevention Act Grant Expenses & Revenues from Prior Fiscal Year 2020 - Health Department

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 75-21

Amend 2021 Budget to Reallocate Adolescent Tobacco Use Prevention Act Grant Expenses & Revenues from Prior Fiscal Year 2020 - Health Department

WHEREAS, the Cortland County Health Department has previously received funds for the Adolescent Tobacco Use Prevention Act (ATUPA) Grant, Contract# C-033452, Grant Fiscal Year 4/1/20-3/31/21, AND

WHEREAS, said grant funds were not expended in the previous fiscal year from this grant need to be re-allocated for use in 2021, NOW THEREFORE BE IT

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

		Current	Increase
Increase Revenue:			
A401243.43450.20ATU	2021 ATUPA Grant	\$0	\$ 8,301.92
Increase Expenditure:			
A40125.51005.20ATU	Personal Services	\$0	\$ 3,597.25
A40125.54005.20ATU	Office Supplies	\$0	\$ 150
A40125.54048.20ATU	Program Supplies	\$0	\$ 2,168.32
A40125.54060.20ATU	Legal Notices/Advertising	\$0	\$ 50
A40125.54078.20ATU	Fuel	\$0	\$ 50
A40125.54000.20ATU	Phone	\$0	\$ 51
A40125.54213.20ATU	IDT Copy/Print	\$0	\$ 25
A40125.58020.20ATU	Retirement	\$0	\$ 575
A40125.58030.20ATU	FICA	\$0	\$ 275.35
A40125.58060.20ATU	Health Insurance	\$0	\$ 1,360

AGENDA ITEM NO. 30 – Authorize Memorandum of Understanding - Cayuga-Cortland Workforce Development Area

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 76-21

Authorize Memorandum of Understanding - Cayuga-Cortland Workforce Development Area

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 seeks to streamline the internal workings of several major pieces of Workforce-related legislation and to mandate a much closer local collaboration through a One-Stop service delivery system for employers and job seekers, AND

WHEREAS, the Memorandum Of Understanding includes the budget for the sharing of infrastructure costs of each Comprehensive, Affiliate, and Specialized Career Center in the Local Workforce Development Area and identify each co-located partner's infrastructure cost share for each Comprehensive, Affiliate, and Specialized Center in the Local Workforce Development Area, AND

WHEREAS, required in the Memorandum of Understanding requirements set forth in 20 CFR 678.500, 20 CFR678.510 and the Training and Guidance Letter 17-16 of the Workforce Innovation and Opportunity Act statute, Memoranda of Understanding must be developed between the Local Workforce Development Board and each of the One-Stop Partners and all other County Departments in the Career Center System, AND

WHEREAS, the Memorandum of Understanding will define the roles and responsibilities of the parties and the budget of the parties of the Agreement with regard to implementation of the One-Stop Career Centers in Cayuga and Cortland County, NOW THEREFORE BE IT

RESOLVED, that the County Administrator upon review of the County Attorney or designee be and hereby is authorized to execute said agreement.

Referred from Agriculture/Planning/Environment Committee

AGENDA ITEM NO. 31 – Adopt Revisions to the Cortland County Consolidated Agricultural District - Planning Department

RESULT:	REFER TO COMMITTEE - NO VOTE
	Next: Unknown

ON MOTION OF FITCH

RESOLUTION NO.

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

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

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

WHEREAS, the Agriculture and Farmland Protection Board has established a policy whereby any landowners of a parcel of land of less than 7 acres must provide written justification to the Agriculture and

Farmland Protection Board as to the capacity of such property to be a viable agricultural land in order for a property of less than 7 acres to be considered for inclusion in the Cortland County Consolidated Agricultural District, AND

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

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

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

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

AGENDA ITEM NO. 32 – Endorse the Month of April as “Fair Housing Month” in Cortland County - County Planning Department

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

ON MOTION OF FITCH

RESOLUTION NO. 77-21

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

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

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

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

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

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

AGENDA ITEM NO. 33 – Authorize Agreement with Seven Valley Health Coalition for Mobility Management Services Under Federal Section 5311 SFY 2019-2020 Mass Transportation Capital Grant Contract Number C004119, PIN # 3798.33.302, Planning Department

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

ON MOTION OF FITCH

RESOLUTION NO. 78-21

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

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

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

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

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

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

WHEREAS, there is no cost to Cortland County as the required local match would be the

responsibility of Seven Valleys Health Coalition and the other various human service agencies involved in this project, including the utilization of the cost of bus advertising, which is administered by Seven Valleys Health Coalition, AND

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

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

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

AGENDA ITEM NO. 34 – Authorize Agreement New York State Department of Transportation Federal Section 5311 Mass Transportation Capital Project Contract Number C004119 PIN Number 3790.01.302 2019-2020 Purchase (3) D 35 Ft. Replace Buses (Lot K) PIN Number 3790.02.302 2019-2020 Purchase (6) G 30 Ft. Replace Buses (Lot G) PIN Number 3798.33.302 2019 Mobility Management PIN 3790.03.102 2020 Mobility Management - Cortland County Planning Department

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

ON MOTION OF FITCH

RESOLUTION NO. 79-21

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

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

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

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

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

AND,

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

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

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and is hereby authorized to sign the New York State Department of Transportation Mass Transportation Capital Agreement Contract C004119 to include specific;

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

AND, BE IT FURTHER

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

AGENDA ITEM NO. 35 – Authorize Agreements Various Snowmobile Clubs for Annual Snowmobile Trail Maintenance Grant Funding Years 2021-2022 - County Planning Department

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

ON MOTION OF FITCH

RESOLUTION NO. 80-21

Authorize Agreements Various Snowmobile Clubs for Annual Snowmobile Trail Maintenance Grant Funding Years 2021-2022 - County Planning Department

WHEREAS, Article 27 of the New York State Parks, Recreation and Historic Preservation Law establishes a mechanism for allocating funds to local governmental sponsors for the development and maintenance of snowmobile trails designated as part of the State Snowmobile Trail System, AND

WHEREAS, Cortland County under Section 27.17 of the State Parks, Recreation and Historic Preservation Law will apply for Snowmobile Trail Development and Maintenance grant funding for the period of April 1, 2021 to March 31, 2022, AND

WHEREAS, Cortland County enters into agreements with certain Snowmobile Clubs to ensure that the clubs perform trail maintenance and grooming of existing trails throughout Cortland County, AND

WHEREAS, the County serves as the local sponsor for the grant application and as the grant recipient, AND

WHEREAS, the County will retain an administration fee up to ten percent (10%) of the grant award to offset the actual cost for administration expenses incurred as the local grant sponsor for the period of April 1, 2021 to March 31, 2022, but will transfer funds from the grant to the various snowmobile clubs to reimburse for the maintenance and grooming of the local snowmobile trail system, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby authorizes the County Administrator upon review and approval by the County Attorney or designee to sign agreements with the following snowmobile clubs; Truxton Snowmobile Club, Inc., Trail blazers of Onondaga & Cortland County, Trail Hounds, Inc., Seven Valley Snow Goers, Inc., Ridge Rider's Snowmobile Club, Inc., LaFayette Trailriders, and Dryden Caroline Drifters Snowmobile Club for the purposes as previously stated for the period April 1, 2021 to March 31, 2022.

AGENDA ITEM NO. 36 – Authorize Grant Application with New York State Department of Parks, Recreation and Historic Preservation for 2021-2022 Cortland County Snowmobile Trail Development and Maintenance - Planning Department

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

ON MOTION OF FITCH

RESOLUTION NO. 81-21

Authorize Grant Application with New York State Department of Parks, Recreation and Historic Preservation for 2021-2022 Cortland County Snowmobile Trail Development and Maintenance - Planning Department

WHEREAS, Article 27 of the New York State Parks, Recreation and Historic Preservation Law establishes a mechanism for allocating funds to local governmental sponsors for the development and maintenance of snowmobile trails designated as part of the State Snowmobile Trail System, AND

WHEREAS, Cortland County is designated as the Local Sponsor under Section 27.17 of the New York State Parks, Recreation and Historic Preservation Law for the purpose of preparing a grant application for Snowmobile Trail Development and Maintenance for the period April 1, 2021 to March 31, 2022, AND

WHEREAS, the County will retain an administration fee up to ten percent (10%) of the grant award to offset the actual cost for administration expenses incurred as the local grant sponsor for the period of April 1, 2021 to March 31, 2022, NOW THEREFORE BE IT

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

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

AGENDA ITEM NO. 37 – Approve Negative Declaration of Environmental Impact Under State Environmental Quality Review (SEQR) for Cortland County Snowmobile Trails - Planning Department

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

ON MOTION OF FITCH

RESOLUTION NO. 82-21

Approve Negative Declaration of Environmental Impact Under State Environmental Quality Review (SEQR) for Cortland County Snowmobile Trails - Planning Department

WHEREAS, Article 27 of the New York State Parks, Recreation and Historic Preservation Law establishes a mechanism for allocating funds to local governmental sponsors for the development and maintenance of snowmobile trails designated as part of the State Snowmobile Trail System, AND

WHEREAS, having reviewed the criteria contained in 6NYCRR, Section 617.7, Cortland County finds that there will be no significant adverse environmental impact resulting from the development and use of snowmobile trails throughout Cortland County, AND

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

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

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 38 – Authorize Agreement with New York State Office of Indigent Legal Services and Accept Funds to Support the Cortland County Public Defender's Office - Public Defender

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

ON MOTION OF PRICE

RESOLUTION NO. 83-21

Authorize Agreement with New York State Office of Indigent Legal Services and Accept Funds to Support the Cortland County Public Defender's Office - Public Defender

WHEREAS, the New York State Office of Indigent Legal Services (NYSILS) has awarded the Cortland County Public Defender's Office \$301,044.00 as part of a multi-year grant to offset the cost of salary and fringe benefits for the position of Chief Assistant Public Defender, AND

WHEREAS, the grant period runs from January 1, 2021 through December 31, 2023 with \$100,348.00 payable to Cortland County in year one, \$100,348.00 in year two and \$100,348.00 in year three of the 3, AND

WHEREAS, NYSILS requires the Public Defender to collect and report data annually, in statistical and narrative form, to measure and evaluate indigent defense case outcomes and to ensure effective use of the funds, AND

WHEREAS, Cortland County is required to enter into an agreement with New York State and NYSILS in order to receive this funding, NOW THEREFORE BE IT

RESOLVED, that the Cortland 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 in support of this program and related reimbursements.

AGENDA ITEM NO. 39 – Authorize Creation of Two Deputy Coroner (Per Diem) Positions

RESULT:	ADOPTED [15 TO 1]
MOVER:	Sandra Price, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Kelly L. Fairchild-Preston
EXCUSED:	Beau Harbin

ON MOTION OF PRICE

RESOLUTION NO. 84-21

Authorize Creation of Two Deputy Coroner (Per Diem) Positions

WHEREAS, there is the need to create two (2) per diem position of Deputy Coroner position to assist the elected Coroner in fulfilling their statutory obligations, AND

WHEREAS, the Government Operations and the Judiciary & Public Safety Committees have reviewed the request to create these positions, NOW, THEREFORE, BE IT

RESOLVED, two (2) per diem position of Deputy Coroner, (non-competitive class, PJC, Management Confidential, off scale, \$200.00/Case, not eligible for health, dental and vision insurances) be created effective March 26, with approval to fill, AND BE IT FURTHER

RESOLVED, that these positions shall not be publicly posted.

Referred from Government Operations Committee

AGENDA ITEM NO. 40 – Adopt the Administrative Manual: the Policies and Procedures of Cortland County Government

RESULT:	REFER TO COMMITTEE - NO VOTE
Next: 4/8/2021 10:00 AM	

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO. 105-21

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

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

WHEREAS, there is a need to establish a clear procedure for amending the Administrative Policy

and to ensure that all policies and procedures of the Administrative Manual are reviewed and updated through a coordinated and monitored process, NOW THEREFORE BE IT

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

AGENDA ITEM NO. 41 – Amend Management/Management Confidential Compensation Policy – Personnel Department

RESULT: REFER TO COMMITTEE - NO VOTE

Next: 4/8/2021 10:00 AM

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO. 106-21

Amend Management/Management Confidential Compensation Policy – Personnel Department

WHEREAS, the Cortland County Legislature adopted a local law on November 14, 2011 entitled “A Local Law to Adopt the County of Cortland Employment Policy Manual for Department Heads, Management Employees, Management/Confidential Employees and a Grade and Step plan for employees falling under the plan”, AND

WHEREAS, the Legislature's Government Operations Committee has reviewed recommended amendments to the County of Cortland Employment Policy Manual for Department Heads, Management Employees, Management/Confidential Employees and supports the various amendments, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby adopts the amended County of Cortland Employment Policy Manual for Department Heads, Management Employees, Management/Confidential Employees.

AGENDA ITEM NO. 42 – Authorize Roll Over of Wellness Committee Funds - Personnel

RESULT: ADOPTED [UNANIMOUS]

MOVER: George Wagner, Majority Leader

SECONDER: Mitchel Eccleston, Legislator

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

EXCUSED: Beau Harbin

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO. 85-21

Authorize Roll Over of Wellness Committee Funds - Personnel

WHEREAS, the Civil Service Employees Association Local 812 collective bargaining agreement Article 10 Section 11 states that Cortland County shall provide \$5,000 in funding each year, with any unused funds rolled over and added to next year's funding up to a maximum of \$10,000, AND

WHEREAS, this funding comes from the County Health Insurance Fund, AND

WHEREAS, the unspent balance of the 2020 allocation was \$3,344.28, NOW THEREFORE BE IT

RESOLVED that the Cortland County Legislature here-by authorizes a roll over from the 2020

budget to the 2021 budget as follows:

Increase:

CH90605.54701

Wellness Committee

\$3,344.28 (New Balance \$8,344.28)

Referred from Finance & Administration Committee

AGENDA ITEM NO. 43 – Delegating Authority to the Manager of Audit and Financial Projects to Approve Payment of Real Property Tax Errors and Omissions Less Than \$2500 through December 31, 2021

RESULT:	ADOPTED [15 TO 0]
MOVER:	Mitchel Eccleston, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
EXCUSED:	Beau Harbin
AWAY:	George Wagner

ON MOTION OF WAGNER

RESOLUTION NO. 86-21

Delegating Authority to the Manager of Audit and Financial Projects to Approve Payment of Real Property Tax Errors and Omissions Less Than \$2500 through December 31, 2021

WHEREAS, Section 554 of the New York State Real Property Tax Law provides a mechanism for the correction of errors on Real Property Tax Rolls by the County Legislature based upon the recommendation of the Director of the County Real Property Tax Services Agency pursuant to an application by an entitled person in cases involving clerical errors, unlawful entries or certain errors in essential fact, AND

WHEREAS, Section 554 of the New York State Real Property Tax Law authorizes the County Legislature to delegate to the Manager of Audit and Financial Projects the authority to approve such corrections in cases where the correction sought does not exceed twenty-five hundred dollars (\$2,500), AND

WHEREAS, Section 556 of the New York State Real Property Tax Law provides a mechanism for the refunding 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 an application by a taxpayer in cases involving clerical errors, unlawful entries upon the assessment rolls and certain errors in essential fact, AND

WHEREAS, said Section 556 of the Real Property Tax Law was amended to authorize the County Legislature to delegate to the Manager of Audit and Financial Projects the authority to approve such refunds in cases where the refund sought does not exceed twenty-five hundred dollars (\$2,500), AND

WHEREAS, both sections also provide that the Manager of Audit and Financial Projects will report to the County Legislature, on a monthly basis, those refund applications which have been approved during the previous month and further provides that all applications which have been denied by the Director, in whole or in part, shall be forwarded to the County Legislature for disposition, NOW THEREFORE BE IT

RESOLVED, that pursuant to Sections 554 and 556 of the Real Property Tax Law, the County Legislature does hereby delegate to the Manager of Audit and Financial Projects the authority to approve corrections to the Real Property Tax Rolls and approve certain refunds of real property taxes as outlined

in said Sections 554 and 556 of the Real Property Tax Law, in cases where the refund sought does not exceed the amount of twenty-five hundred dollars (\$2,500), AND BE IT FURTHER

RESOLVED, that pursuant to section 554 and 556 of the New York State Real Property Tax Law that the Manager of Audit and Financial Projects shall provide a report on or before the 15th day of each month indicating the name of each recipient, location of the property and the amount of the correction and the amount of the refund or credit, AND BE IT FURTHER

RESOLVED, that this delegation of authority shall remain in effect through December 31, 2021.

Announcements

Adjourn



Cortland County Legislature

Legislative Session

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

~ Minutes ~

Thursday, February 25, 2021

6:00 PM

Board Room

Salute to the Flag

Call to Order

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

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

Minutes Acceptance: Minutes of Feb 25, 2021 6:00 PM (Approval of Minutes)

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

Roll Call

Approval of Minutes

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

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

Proclamations & Recognitions

Privilege of the Floor

Presentation of Petitions, Communications, and Notice

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

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

Receive and File

Reports of Standing, Special and Ad Hoc Committees

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

Minutes Acceptance: Minutes of Feb 25, 2021 6:00 PM (Approval of Minutes)

Resolutions from the Chair

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

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

ON MOTION OF HEIDER

RESOLUTION NO. 20-21

Appoint Member - Cortland County Board of Ethics

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

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

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

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

Referred from Building & Grounds Committee

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

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

ON MOTION OF HARBIN

RESOLUTION NO. 21-21

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

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

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

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

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

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encumbered employee returns.

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

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

ON MOTION OF HARBIN

RESOLUTION NO. 22-21

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

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

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

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

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

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

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

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

Referred from Highway Committee

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

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

ON MOTION OF NEWELL

RESOLUTION NO. 23-21

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

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

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

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

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

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

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

ON MOTION OF NEWELL

RESOLUTION NO. 24-21

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

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

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

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

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

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

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

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

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

Referred from Health & Human Services Committee

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

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 25-21

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

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

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

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

Increase:

Revenues:

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

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

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

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 26-21

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

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

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

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

Increase:

Revenues:

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

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

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

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 27-21

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

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

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

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

Increase:

Revenues:

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

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

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

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

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

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

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

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

Increase:

Revenues:

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

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

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

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

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

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

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

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

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

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

Increase:

Revenues:

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

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

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 30-21

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

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

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

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

Increase:

Revenues:

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

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

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Total

\$17,940

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

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 31-21

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

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

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

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

Increase:

Expense:

A60105.56070

Services for Recipients

\$10,000.00

Revenue:

A601042.42705.RHF

Gifts and Donations

\$10,000.00

AGENDA ITEM NO. 13 – Authorize Agreement/Amend 2021 Budget - Cayuga Addiction Recovery Services - Department of Social Services

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 32-21

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

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

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

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

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

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

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

Increase

Expense:

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

Revenue:

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

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 33-21

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

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

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

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

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

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

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

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

Community Services Board (CSB):

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

Mental Health Subcommittee (MH):

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

Chemical Dependence Subcommittee (CD):

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

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

, AND BE IT FURTHER

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

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

Community Services Board (CSB):

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

Mental Health Subcommittee (MH):

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

Development Disability Subcommittee (DD):

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

Chemical Dependence Subcommittee (CD):

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Referred from Agriculture/Planning/Environment Committee

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

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

ON MOTION OF FITCH

RESOLUTION NO. 34-21

Appoint Members - Soil and Water Conservation District Board of Directors

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

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

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

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

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

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

ON MOTION OF FITCH

RESOLUTION NO. 35-21

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ON MOTION OF FITCH

RESOLUTION NO. 36-21

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

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

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

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

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

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

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

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

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

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

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

ON MOTION OF FITCH

RESOLUTION NO. 37-21

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Authorize 2021 Agreement - Cornell Cooperative Extension

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

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

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

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

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

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

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

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

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

ON MOTION OF FITCH

RESOLUTION NO. 38-21

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

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

Minutes Acceptance: Minutes of Feb 25, 2021 6:00 PM (Approval of Minutes)

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

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

Referred from Judiciary & Public Safety Committee

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

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

ON MOTION OF PRICE

RESOLUTION NO. 39-21

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

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of \$57,278, resulting in no new county costs, in support of State Homeland Security Projects (SHSP), AND

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

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

RESOLVED, that the 2021 budget is amended as follows:

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

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or her designee and subject to appropriation of funding, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed \$57,278.

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

Minutes Acceptance: Minutes of Feb 25, 2021 6:00 PM (Approval of Minutes)

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

ON MOTION OF PRICE

RESOLUTION NO. 40-21

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

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of \$112,500, resulting in no new county costs, in support of Multi Jurisdictional Local Hazard Mitigation Planning, AND

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

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

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

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

RESOLVED, that the 2021 budget is amended as follows:

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

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

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

ON MOTION OF PRICE

RESOLUTION NO. 41-21

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

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

Minutes Acceptance: Minutes of Feb 25, 2021 6:00 PM (Approval of Minutes)

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

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

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

RESOLVED, the 2021 budget is hereby amended as follows:

Increase: A30205.54050 \$30,000.00

Increase: A359900 Appropriated Reserves \$30,000.00

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

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

ON MOTION OF PRICE

RESOLUTION NO. 42-21

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

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

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

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

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

RESOLVED, that the 2021 budget is amended as follows:

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

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

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

ON MOTION OF PRICE

RESOLUTION NO. 43-21

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

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

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of \$44,987, resulting in no new county costs, in support of State Homeland Security Projects (SHSP), AND

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

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

RESOLVED, that the 2021 budget is amended as follows:

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

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

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

ON MOTION OF PRICE

RESOLUTION NO. 44-21

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

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

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

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

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

WHEREAS, the funds to cover this contract are available in account number A31505.54015, Maintenance Agreements, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and the Sheriff of Cortland County, upon review and approval by the County attorney or designee, and subject to available funds, be and hereby are authorized to contract with Black Creek Integrated System Corporation for the period of January 1, 2021 to December 31, 2021.

Referred from Government Operations Committee

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

RESULT: REFER TO COMMITTEE - NO VOTE

Next: 3/11/2021 10:00 AM

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO.

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

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

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

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

Referred from Finance & Administration Committee

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

RESULT: ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Mitchel Eccleston, Legislator

SECONDER: Ronald J. Van Dee, Legislator

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

EXCUSED: George Wagner

ON MOTION OF WAGNER

RESOLUTION NO. 45-21

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

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

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

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

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

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

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

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

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

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

Motion to Suspend the Rules

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

ROLL CALL VOTE 2020 Legislature

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

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

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

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

ROLL CALL VOTE
2020 Legislature

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

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

ON MOTION OF HEIDER

RESOLUTION NO. 46-21

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Announcements

Adjourn

Cortland County Proclamation



Child Abuse Prevention Month

WHEREAS, the public cares deeply about child abuse, and a majority report that child abuse is a very important moral issue to them, AND

WHEREAS, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community, AND

WHEREAS, child abuse and neglect not only directly harm children, but also increase the likelihood of long-term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior, AND

WHEREAS, child maltreatment occurs when people find themselves in stressful situations, without community resources, and do not know how to cope, AND

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community, AND

WHEREAS, child abuse and neglect can be reduced by making sure each family has the support needed to raise their children in a safe, nurturing environment, AND

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community,

NOW THEREFORE I, Paul Heider, Chairman of the Cortland County Legislature, do hereby proclaim:

April as Child Abuse Prevention Month

in Cortland County and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live and to actively participate in the Pinwheels for Prevention Campaign designed to draw attention to the urgent need to stop child abuse before it starts.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of March, 2021

Paul Heider, Chairman
Cortland County Legislature

Cortland County Proclamation



Declaring March 2021 as National Women's History Month

WHEREAS, throughout United States history women have been seen and treated as the second, inferior gender. Women were and still are underrepresented, misrepresented, and marginalized in the workforce, at home, and everywhere in-between, AND

WHEREAS, in 1987 the National Women's History Project, now known as the National Women's History Alliance (NWHHA), successfully petitioned Congress for the entire month of March to be dedicated to the observance of women's contributions to the United States of America, AND

WHEREAS, every March since 1987, we as a nation are given the opportunity to acknowledge the obstacles women have overcome to gain equal treatment. We are given the opportunity to acknowledge the present-day obstacles women still face in their battle for equality and equity. And most importantly, we are given the opportunity to celebrate past and present contributions women have made and are making to our society, AND

WHEREAS, National Women's History Month is for all women; cisgender and transgender women of every race, social class, ethnicity, religion, sexual orientation, nationality, age, ability, AND

WHEREAS, women have not only been leaders in obtaining their own social, political, and economic rights but they have also been leaders in the abolitionist, emancipation, industrial labor, and the civil rights movements; NOW THEREFORE LET IT BE

RESOLVED, that the Cortland County Legislature officially recognizes March 2021 to be "National Women's History Month", AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature recognizes the importance of celebrating the contributions women have made and are making to our society, AND BE IT FURTHER

RESOLVED, that I, Paul Heider on behalf of the Cortland County Legislature urge Cortland County residents to observe "National Women's History Month" with appropriate programs and activities.

Paul Heider, Chair
Cortland County Legislature

Cortland County Proclamation



2021 Donate Life Month

WHEREAS, through our membership with NYSAC, New York State Association of Counties and NYSACC, New York State Association of County Clerks, New York Counties have come together to collectively support April as Donate Life Month, AND

WHEREAS, currently more than 107,000 men, women and children are awaiting organ transplants in the United States, AND

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized by all major churches and worldwide as expressions of compassion to those in need, AND

WHEREAS, a single individual's donation of organs can save up to 8 lives while a donation of tissue can save a total of 75 lives, and a single donation of blood can help 3 people in need, AND

WHEREAS, in New York State there are nearly 9,000 people waiting for an organ transplant which represents the third highest need in the nation, and there are approximately 400 New Yorkers that die every year while waiting for an organ transplant, AND

WHEREAS, New York State currently is the second lowest percentage of registered donors in the nation, NOW THEREFORE BE IT

RESOLVED, that I, Paul Heider, Chairman of the Cortland County Legislature, do hereby proclaim April 2021 as

Donate Life Month

, and in doing so encourage all residents of Cortland County to enroll as an organ and tissue donor at the County Clerk's Office or the Cortland County DMV Office.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of March, 2021.

Paul Heider, Chair
Cortland County Legislature

Cortland County Recognition



Proclaiming April as Fair Housing Month in Cortland County

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

WHEREAS, the month of April 2021 has been designated by the U.S. Department of Housing and Urban Development's Office of Fair Housing and Equal Opportunity as Fair Housing Month, NOW THEREFORE BE IT RESOLVED, that the County of Cortland hereby declares and proclaims April as Fair Housing Month in the County

Signed on the 26th day of March, 2021

Paul Heider, Chair
Cortland County Legislature

Cortland County Proclamation



Recognizing Retiring Cortland County Employee for Their Time and Service

WHEREAS, a County employee is ending their distinguished career with Cortland County and moving into retirement, **AND**

WHEREAS, the Cortland County Legislature wishes to express its appreciation to the retiring employee for their years of dedicated service to the residents of Cortland County, **NOW THEREFORE BE IT**

RESOLVED, the Legislature recognizes Pam Griffith for 35 years of service to Cortland County in the Health Department, **AND BE IT FURTHER**

RESOLVED, that the Legislature acknowledges that Ms. Griffith's knowledge and expertise will be missed, **AND BE IT FURTHER**

RESOLVED, that on behalf of the entire County Legislature, I, Paul Heider, Chairman of the Legislature, want to express our sincere appreciation to these employees for their loyalty to the County of Cortland and wish each of them much happiness as they begins this exciting new chapter in her life.

Signed on the 25th day of March, 2021.

Paul Heider, Chair
Cortland County Legislature

***New York State Police Reform and Reinvention Collaborative
for Cortland County***

**Final Version for Submission to the Cortland County Legislature and
New York State**

March 8, 2021

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Introduction

Pursuant to the Governor's Executive Order 203 New York State Police Reform and Reinvention Collaborative issued on June 20, 2020, the County of Cortland created a Work Plan Panel to develop a work plan and process to focus on the Cortland County Sheriff's Department deployments, strategies, policies, procedures, practices and any needed improvements to the aforementioned. While collaboration with other agencies and municipalities occurred throughout this process, based upon the Governor's Executive Order and recommended work plan, it was determined the focus of the panel's work plan would be limited to the Sheriff's Department since it is the sole law enforcement department under the auspices and authority of the Cortland County Legislature. Other municipalities with law enforcement departments are handling their own reviews. After input is received, the final plan will be modified as necessary and be submitted to the legislature for ratification. Once ratified, it will be submitted to New York State by April 1, 2021.

There shall be multiple versions of this plan. Version 1 is the draft plan completed by the Work Plan Panel, which is intended for input by community stakeholders and constituents through a series of meetings held and a community-wide survey that was distributed. Version 2 is the modified draft plan that will incorporate the comments, concerns and input gathered from the key stakeholders through the meetings. Pursuant to the Governor's Executive Order, this will be made available for public comment prior to ratification by the Cortland County Legislature. Modifications will occur as deemed necessary and be placed in the plan. The finalized plan will be submitted to the Cortland County Legislature for ratification and subsequent submission to the state.

I. Phase 1: Planning

A. Work Plan Panel Formation

The Work Plan Panel clearly recognized the importance and necessity of engaging and facilitating communities and stakeholders in the process of creating a work plan and

developing a report for approval and submission by the County Legislature. Open invitations were extended to stakeholders, community members and representative groups from the community. Persons made their own decision whether to seek participation on the panel. The panel was comprised of Paul Heider, Chairperson of the Cortland County Legislature, Susan Wilson, Cortland County Legislator, Mark Helms, Cortland County Sheriff, Budd Rigg, Cortland County Undersheriff, Pastor John North, Clergy Representative and Pastor of The Chapel in Cortland and Scott Ochs, Professor and Chair of the Criminal Justice Programs at Tompkins Cortland Community College and Cortland County resident. Throughout the process, other key stakeholders were involved in the planning, information gathering and analytical steps applied in the development of the plan and recommendations for change or improvement. Examples of the key stakeholders who were asked for input include the District Attorney, Public Defender, persons involved with the Black Lives Matter movement, pertinent officials of local municipalities, local colleges, social service agencies, the courts, other law enforcement agencies, those utilizing services or having interaction with the department, faith-based community members and other community members. The Work Plan Panel held organizational and planning team meetings on July 9, 2020, October 6, 2020, October 29, 2020, November 12, 2020, December 29, 2020 and January 5, 2021, and also met after all community outreach sessions. Additional meetings with the Panel members were held to answer out questions from the community and to finalize the Plan for submission.

B. Community Stakeholders Initial Outreach and Meetings

Early in the process, a concentrated effort was initiated by the department and panel members to reach out to other law enforcement agencies, clergy, human service and mental health agencies, individuals, groups and local representatives of the Black Lives Matter movement to attempt to ensure a diverse group from the county including those that represent or are part of marginalized persons and populations would be invited and asked for input at sessions. Separate outreach meetings were held later and are described below. The Sheriff's Department and legislative chair ensured meetings were opened to a wide range of groups and individuals, and additional efforts were implemented to enhance contact and outreach to persons and groups who interact more frequently with or are served by the Sheriff's Department. Electronic and written correspondence and invitations

were sent, open meetings with remote access were held, and a survey about Sheriff's Department operations, services and public needs was distributed to community members. The survey was professionally designed and implemented by Mary Cannito-Coville, Ph.D., Assistant Professor in the Sociology/Anthropology Department at SUNY Cortland. Due to the comprehensive nature of the survey and its distribution, coupled with staffing and COVID challenges faced by all involved, the summary will not be available at the time the report is due to New York State. However, results will be publicly published and posted through a web link that will be created in the Sheriff's Department web page.

On December 1, 2020 an initial outreach and virtual meeting was held by the County Legislature at which the Cortland County Sheriff's Department shared a presentation to familiarize the public with operations, procedures and internal and external operations of the department. A PowerPoint presentation was used and is referenced in Appendix 1 of this report.

Additional community stakeholders meetings were scheduled as highlighted below and results are discussed in Section II of this plan. Sessions with the District Attorney and Public Defender and a session with representatives of clergy were held, and the results thereof are outlined in Section II of this plan as well.

C. Synopsis of Cortland County Sheriff's Department Design, Operations, Policies and Procedures

A link to the Department's PowerPoint presentation is provided here and in Appendix 1. It offers a comprehensive overview of the Sheriff's Department's current operations including; divisions and units, programs and services, data, various policies and procedures, complaint processes, county demographic data and data related to requests for services and 911 calls. The link provided here is to the publicly accessible Cortland County Legislature's web page. Once in the link, click on "**CCSO Presentation 12 1 2020**" to download the presentation.

Link: http://cortlandcountyny.igm2.com/Citizens/Detail_Meeting.aspx?ID=2800

1. Administration

As noted in the PowerPoint, in an effort to provide comprehensive public service and safety, the Department is comprised of various divisions and has multiple units and services under each division. The Administration includes the Sheriff, the Undersheriff, two captains and three lieutenants. In the recent past, the Sheriff implemented changes to ensure a supervisor is assigned and available every day for each shift. The around the clock supervisory component enhances public safety and service, and reinforces accountability. The Administration as well as supervisors in divisions and sub-units investigate complaints lodged against officers by members of the community. The department adheres to federal and state laws and numerous state rules enacted and promulgated concerning complaints, use of force, deadly force, rules for traffic stops and pursuits, disciplinary matters and personnel records.

The Sheriff's Department is committed to continued collaboration with the Cortland County Legislature, mental health agencies, probation, social services, substance abuse services and related agencies to explore and develop effective and enhanced methods to assist community members and offenders in need.

Future Endeavors: Sheriff Helms is actively pursuing accreditation of the Cortland County Sheriff's Department. This is a cumbersome undertaking and goes beyond the minimum state regulations. For example, with accreditation, all officers will be required to complete twenty one hours of additional, annual in-service training (NYS Law Enforcement Accreditation Program 2020, 2015). This initiative demonstrates the department's commitment to provide the highest quality programs and highly trained officers to serve the community. Accreditation is being pursued to enhance and improve existing services for the public as well as offenders, to augment internal operations and ensure the highest quality standards remain an integral part of the mission of the department.

The accreditation process is ongoing and the Sheriff will report updates to the Cortland County Judiciary and Public Safety Committee on an annual basis to keep the County Legislature informed.

2. Complaint Investigation and Training

In comparison to the total number of calls received and handled by the department, the number of complaints lodged against officers is extremely low. Use of force situations are and must be investigated in accordance with already established state laws and mandates. The department's use of force is regulated by and complies with established law, and is included in the presentation. As noted above, the department adheres to state laws and numerous state rules enacted and promulgated concerning complaints, use of force, deadly force, search and seizure practices, disciplinary matters and personnel records. The Cortland County Sheriff's Department's Use of Force policy can be found online at <https://www.cortland-co.org/DocumentCenter/View/8430/420-Use-of-Force-Policy>.

The current department administration has nearly tripled training endeavors over the last several years in response to changes in law enforcement and community needs, mandated programs and services, the department's own new initiatives and the desire to provide the best quality services possible. The focuses of extensive training topics are noted in the presentation. They include but are not limited to:

- de-escalation techniques
- use of force
- use of less than lethal weapons such as tasers and pepper spray
- effective communication strategies
- the use of Narcan in drug overdoses
- topics in diversity and challenges that face special populations and marginalized persons and groups.

In addition to the ongoing training that is implemented after becoming a member of the Cortland County Sheriff's Department, there is also a rigorous training process to become a Cortland County Sheriff's Officer, which is outlined below and subject to change:

Training for a Cortland County Sheriff's Officer starts with the Police Academy upon being hired and additional training continues throughout the course of an officer's career. Once the officer completes the Police Academy, they then begin an extensive field-training

program. At the completion of the field training program, the officer is then assigned to a shift on the Road Patrol. Please see below:

Police Academy

Once a candidate is hired as a police officer for the Cortland County Sheriff's Office, they are sent to the Police Academy for basic training. Although our agency utilizes different regional police academies depending on scheduling, each academy is required by the New York State Division of Criminal Justice Services to complete an approved curriculum and minimum hours.

The Municipal Police Training Council currently requires a minimum of 699 hours for the Basic Course of Police; the topics include, but are not limited to:

Constitutional Law, Discretionary Powers, Ethics and Professionalism, Physical Fitness and Wellness, Procedural Justice, Laws of New York State, Defensive Tactics, Emergency Medical Services, Firearms, Cultural Diversity/Bias Related Incidents, Persons with Disabilities, Domestic Violence, Sex Crimes, Missing and Abducted Children, Animal Abuse, Human Trafficking, Mental Health, Physical Force and Deadly Physical Force and De-escalation.

Many of the regional police academies that we utilize far exceed the minimum required training hours.

Field Training

Upon graduation from the Police Academy the recruit officer will then complete a 16 week Field Training program. During the 16 weeks, the recruit officer will ride with a certified field training officer. A field training officer is an experienced officer, who has been certified by DCJS to train recruit officers. The recruit officers will apply what they learned in the Police Academy to "real life" situations. At the end of each shift a daily observation report is completed by the training officer, on the report the recruit's performance is evaluated on a wide variety of topics and it is reviewed by both the training officer and the recruit. At the end of the 16 weeks the recruit officer is given a written and scenario based test in order to determine if they are ready to be on their own or if additional training is necessary.

Probationary Period

From the date of hire a candidate is required to complete a probationary period of 18 months, at any point during that probationary period if the candidate, fails to meet the performance standards and expectations, the candidate will be dismissed immediately without recourse.

Additionally, all police officers of the Cortland County Sheriff's Office are expected to complete a minimum of 21 hours of trainings each year (a standard set by NYS Accreditation). Most officers complete more training than the desired minimum. On top of that, daily shift briefings are held where training is provided on many of the day to day topics and activities.

A police officer is trained from the day they start employment until the day they retire. This is the only way to ensure that every officer is well educated as well as prepared for the ever-changing challenges they will face during their career as a police officer.

Future Endeavors: The Sheriff's Department has added a compliment/complaint link to their webpage (<https://www.cortland-co.org/351/County-Sheriffs-Office>) that will allow citizens to offer comments including positive feedback or concerns about their experiences with the department's officers and staff. The information will be used as part of a larger effort to continuously analyze what is working well and what areas need to be enhanced or improved.

Upcoming training events will focus on cultural bias and de-escalation techniques. Training will continue as needed in relation to new state laws, initiatives and regulations, officer and public safety issues, and other community needs.

3. Department Units and Divisions

Divisions in the department include Road Patrol and Investigation, Corrections and the Civil Division and Records. As is summarized in the PowerPoint, extensive services and subunits fall under each division. Based upon the Governor's Executive Order, the focus of this plan is on public law enforcement, thus the Road Patrol Division. However, comprehensive information about all departmental operations are contained in the PowerPoint presentation.

In addition to law enforcement and criminal investigations, the Road Patrol unit also offers K-9 Services, a School Resource Officer, specialized patrols, field training oversight, accident investigations and a Tactical Response Unit (TRU). The TRU operates in conjunction with other agencies' officers and does not adapt or implement paramilitary procedures. Rather, equipment, operations and tactical vehicles are used to maintain officer and public safety as well as to safely negotiate situations. The goal is for safe outcomes for all involved including hostile individuals. For example, specially designed vehicles may be used to assist with the safe extraction of persons and victims from a hostage situation or barricaded person crisis. TRU officers are highly trained in areas of negotiation and de-escalation techniques. See the presentation for additional information and details.

Nationwide trends have indicated increases in hate crimes in the last few years (Allam, Hannah 2020). The Sheriff's Department follows Federal and State guidelines, and collaborates with the local District Attorney and other agencies as needed if an alleged hate crime occurs. In the most recent year for crime data collection, New York State Division of Criminal Justice Services published that two hate crimes were reported in Cortland County and were under the jurisdiction of the Cortland City Police (Hate Crime Incident 12/2020). Recognition and awareness training is provided to officers and investigators.

Future Endeavors: The department will explore the possibilities of implementing and purchasing body worn cameras (BWC) for officers and dashboard cameras (Dash Cams) for patrol vehicles. BWC and Dash Cams offer valuable tools for officers, members of the public and the individuals that officers interact with, but there are obvious costs for the equipment. Training on cultural biases, hate crime awareness and a multitude of other areas will continue to be provided, but it is important to note that training opportunities may require funding. It is recommended that the topic of body worn cameras be discussed at future Judiciary and Public Safety meetings moving forward.

4. Special Units and Community Outreach

The Sheriff and Undersheriff are the administrators of the Cortland County Sheriff's Department. Both the Sheriff and Undersheriff strive to be involved with the community to

the greatest extent possible. They attend meetings, work with many groups and attend many events throughout Cortland County, which include, but are not limited to:

- Active Shooter
- Annual Toy Drive Event “Toys for Tots”
- Are U Okay
- Bicycle Rodeos
- Boater’s Safety Course
- Career Day
- Career Talks at the Middle School/High School
- Car Seat Education Program
- Chemical Dependency Subcommittee
- Community Communication Group
- Cortland Area Communities That Care
- Cortland County Core Advisory Group for Emergency Preparedness
- Cortland County Criminal Justice Advisory Board
- Cortland Morning Rotary
- County Fair
- Demonstration K-9
- Drug Awareness
- Drug Take-Back Event
- Drug Treatment Court
- Executive Order 203 Work Panel
- F.A.I.R.
- Fire Police Course
- Health Fair
- Identity Theft Protection Training
- Inmate Release Program
- Inmate Substance Abuse Counseling Program
- Inmate Work Program
- Internet Safety
- Internship Program

- Justice League
- Local Emergency Planning Committee
- Marine Patrols and Vessel Safety Checks
- NYS Healing Communities Group
- NYS Sheriff's Summer Camp
- Operation Safe Child
- Personal Safety
- Pink Badges
- Project Lifesaver
- Reentry and Transition Council
- School Programs
- Snowmobile Safety Course
- Speak Up
- Traffic Safety Board
- Yellow Dot

The School Resource Officer component exemplifies community policing standards and ideals. Focuses include collaborating with schools, parents and agencies and problem solving rather than arrest. The department and the unit are very aware of the "school to prison pipeline" dilemma and take steps to avoid actions that may lead to negative outcomes. For example, in addition to officer training, a contract is established with the BOCES District that defines roles and responsibilities. The unit strives to facilitate trust and communication with students, educational staff and community members.

In an effort to foster positive community relations and deliver community policing approaches, members of the Road Patrol Division regularly attend community outings and events. Examples include the Cortland County Junior Fair, Cincinnatus Fireman's Field Days, Marathon Maple Festival, Cortland County 4th of July Fireworks, Health Department events – bike rodeos, car seat check points, health fairs and rabies clinics, Boater Safety Course, Snowmobile Safety Course, Citizens Response to Active Shooter Event Course, Fire Police Certification Course, Local School Events – open houses & fairs, Cops on Top – Special Olympics and the Torch Run, Coffee with a Cop, Salvation Army Red Kettle –

Badges & Bells. Additional community outreach programs include the Child Safety Seat and Operation Safe Child ID programs, the Drug Takeback initiative, Project Life Saver and various STOP DWI awareness projects. Examples of outreach and numerous community partners are provided in the PowerPoint presentation.

Additional specialized patrol units are provided in an effort to augment public safety and service to the community. Examples include Snowmobile Patrol, Navigation Patrol and the K-9 Program.

Future Endeavors: The department will continue to offer community outreach and expand approaches as warranted and as feasible. In an effort to provide community outreach and to promote services, the department has a comprehensive web page and has other public social media accounts including Facebook, Twitter and the Sheriff App. These will be maintained and enhanced as needed.

5. Diversity and Employment in the Road Patrol Division

The Sheriff's Department must adhere to New York State and local Civil Service laws and regulations as they pertain to the recruitment, employment and promotion of law enforcement officers. Despite stringent rules and regulations outside the control of the department, the administration has been able to recruit, employ and maintain a diversified work force. In collaboration with area colleges, the department offers internship experiences to college students that provide an experiential learning experience and may assist in recruitment.

A link to county demographic information compiled by the United Census Bureau is provided here and in Appendix 1. Link:

<https://www.census.gov/quickfacts/cortlandcountynynewyork>

The administration of the department coupled with labor contract agreements ensure actions are taken to maintain physical and mental health and wellness and to provide proper support services to officers. Examples are provided in the presentation. Services include consultation with supervisors and referrals to counseling and outside agencies as needed.

Future Endeavors: The department will continue to attempt to ensure a diversified workforce through recruitment and training efforts. In addition, collaborative ventures with area agencies and outside resources will be explored.

II. Phase 2: Listening and Learning

A. Listening Sessions

Multiple listening sessions that also offered remote participation were held with the public and stakeholders. The first was generally focused while subsequent sessions sought to focus with specific groups, service areas and stakeholders. The first Listening Session with the legislature and community stakeholders occurred on December 1, 2020. Additional Listening Sessions with community stakeholders were held on January 12, 2021 9:30 - 10:30am, January 14, 2021 11:00 - 12:00pm and January 19, 2021 1:00 - 2:00pm. A listening session for municipal leaders occurred on January 21, 2021 6:00 - 8:00pm. Additional listening sessions will be scheduled in later January with the District Attorney, Public Defenders and faith-based community leaders.

At these sessions, the plan will be shared and input requested. Input is summarized in this section of the plan. Changes will be implemented as deemed appropriate and workable. Future considerations will also be noted.

1. Listening Session 1: Stakeholder Meeting No. 1, December 1, 2020

Listening Session 1 was an open and announced public session of the Cortland County Legislature in which the Sheriff's Department provided a presentation of its structure, operations, services, mission and efforts to engage and collaborate with the public it serves. Attention was also paid to services that are provided for offenders.

2. Listening Session 2: Stakeholder Meeting No. 2, January 14, 2021 9:30-10:30am

Listening Session 2 was the first focused session and concentrated on mental health populations, experiences and challenges. The Work Plan Panel felt it paramount to invite community members to this session while agencies would be invited to a later

session. This would ensure input about mental health services and needs, and an opportunity to be heard by persons who may have family members, friends or personal experiences with the department. Only one panel member was unable to attend and three community persons attended the meeting. They shared concerns about systemic mental health treatment and needed services for severely mentally ill persons including their own family members. Much was shared about their concerns for approaches in the overall mental health system including effects of medication, stigma, labeling and public attitudes about mental illness. All noted they have experienced favorable outcomes with Sheriff Department's officers and appreciated their caring attitudes and involvement in their personal situations. They added the department's high visibility at public events fosters positive relations. They suggested that ongoing collaboration, education, and training are needed for all involved in service delivery. They noted their observations of collaboration among Sheriff's Department staff and intervention agencies.

Future Endeavors: The department is committed to seeing these positive processes continue and is open to ways to enhance collaboration.

3. **Listening Session 3:** Stakeholder Meeting No. 3, January 14, 2021 11:00am-12:00pm

Listening Session 3 concentrated on substance abuse and mental health services. All but one panel member attended and three substance abuse and mental health services professionals from Family and Children's Counseling Services participated in the meeting. They shared the importance of the need for continued collaboration with the Sheriff's Department, especially the Corrections Division. They noted favorable experiences and outcomes in dealing with their consumers and the Road Patrol Division. Much of their work is also with the Corrections Division – jail officers and administrators – as the service agency programs render inpatient referrals for inmates. They spoke highly of the professional relationships, but added conversation needs to continue, as there are constant regulatory and procedural changes in the processes. The department noted their willingness to continue conversations and collaboration.

These endeavors support the department's commitment to community policing and public services.

Future Endeavors: The practitioners indicated the need for enhanced communication and follow-up in relation to officers handling of drug overdose and administering emergency assistance such as Narcan injections. They suggested such data allows them to analyze the scope of overdose problems and needs for treatment outreach. Future conversation will occur about possible methods and processes that may assist in this process.

4. **Listening Session 4:** Stakeholder Meeting No. 4, January 19, 2021 1:00pm-2:00pm

Listening Session 4 focused on re-entry services for offenders. Topics of discussion including housing needs, lowering recidivism, substance abuse and mental health services. All but one panel member attended and four professional services providers from Catholic Charities participated in the meeting. They shared the need for continued collaboration with the Sheriff's Department, especially the Corrections Division. They noted favorable experiences and outcomes in dealing with their consumers and the Road Patrol Division. Most of their work is with incarcerated persons and members of the Corrections Division – jail officers and administrators – as this service agency's programs facilitate referrals and processes for re-entry services for inmates. The agency members spoke highly of the department's professional relationships and quality treatment of persons the agency serves. Impacts on recidivism among their consumer population receiving collaborated services have been positive. The department noted their willingness to continue conversations and collaboration. These endeavors support and enhance the department's commitment to provide community policing and exemplary public services. COVID limitations currently inhibit the visitation of service providers to the jail, but throughout COVID the Corrections Divisions ensures proper services are provided and referrals are initiated as warranted to facilitate effective releases and follow-up.

Future Endeavors: As COVID eases and state, local health department and executive stipulations allow, collaboration with service providers will continue and on-site contact with offenders will be reinstituted.

5. **Listening Session 5:** Stakeholder Meeting No. 5, January 21, 2021 6:00pm-7:00pm

Invitations were sent on December 22, 2020 to sixteen leaders from county municipalities for a meeting held on January 21, 2021 6:00-8:00pm. As in all Listening Sessions, remote video participation was also provided. Two municipal leaders, the Mayors of Cortland and Marathon, attended and offered comments highlighting consistent favorable interactions with the department. The Mayor of Cortland attested to positive collaboration between the County and City law enforcement agencies. The Mayor of Marathon indicated that his constituents and he appreciated the presence of County law enforcement officers in their community. Both mayors inquired about the possibilities of providing body worn cameras (BWC) to officers and dashboard cameras (Dash Cams) in patrol vehicles. The department discussed their desire to obtain BWC and Dash Cams, but costs and maintenance of equipment, maintaining and storing data and constant changes in technology present realistic challenges in this process.

Future Endeavors: The department will continue to explore the possibility of obtaining BWCs and dash cams and explore possible collaborative ventures with other agencies. The fiscal challenges faced by the county cannot be ignored but there is commitment to explore the feasibility of these options. The department is committed to continued collaboration with the Cortland City Police Department.

6. Listening Session 6: Stakeholder Meeting No. 6 – Clergy Representatives, January 26, 2021 1 PM – 2 PM

On January 26, 2021 at 1:00 PM a meeting was held with local clergy to discuss Executive Order 203 with members of the local clergy to learn of their experiences with the Cortland County Sheriff's Department. Attendees included Chairman Paul Heider, Sheriff Mark Helms, Undersheriff Budd Rigg, Legislator Susan Wilson, Pastor John North, Pastor Tim Mowers, Reverend Vicki Burtson, Michael Mowers and Deputy Clerk Savannah Hempstead.

Reverend Vicki Burtson spoke of experiences with the Cortland County Sheriff's Department. She noted the Black Lives Matter protest on the Village Green last summer was a positive experience. There was outreach with community members and a peaceful protest occurred. In August of 2015 the Sheriff's Department was called to help deal with a situation with someone who was not mentally stable. The officer had apparent training and

de-escalated the situation quickly. Overall, she was extremely happy with the Sheriff's Department, and believes that their collaboration with the community members and clergy is outstanding.

Pastor Tim Mowers said that he has had some interactions with the Sheriff's Department and appreciates all of the local law enforcement. He mentioned that the Calvary Baptist Church hosts the Fellowship of Church meetings, and has asked the Sheriff's Department to assist with traffic control. The Sheriff's Department is always available to help and is a pleasure to work with.

Pastor John North spoke of a couple examples of experiences that he has had with the Sheriff's Department. He reported the Sheriff's deputies are well trained and de-escalated the situations. They know individuals in the community and are able to relate to the people that they are getting calls about. This illustrated positive community policing. It is apparent to him that the Sheriff is there to help, not to "put down the hammer".

Michael Mower made a suggestion of having a video or something similar to inform the public as to what they should do in certain situations with law enforcement. Sheriff Helms said that that was a good idea. It was suggested that overall, people need to listen to lawful requests and directions from the officers to keep everyone safe and to be able to handle the situations at hand. Tim Mower suggested using the video when presentations are given at the high schools.

Pastor North asked if any of the Sheriff's deputies engage in patrol actions similar to City Police Officer, Jesse Abbott. It was noted he walks on Main Street interacting with community members. Sheriff Helms said that all of the Sheriff's Department officers function like Jesse Abbott. They cannot walk up and down Main Street, but they make connections and take the time to talk to the community members everywhere they go, which helps them to build relationships.

7. **Listening Session 7:** Stakeholder Meeting with Cortland County District Attorney and Public Defender, February 2, 2021

A specific meeting with the District Attorney and Public Defender was held on February 2, 2021. Discussion focused on the need for state funding support for criminal justice mandates and initiatives. While all agreed body worn cameras may provide an effective tool for law enforcement and enhance officer accountability, there are practical challenges beyond costs of the equipment. Data storage presents additional costs and staffing requirements. The county legislature will need to determine in future meetings whether they will allocate the funds and resources for the equipment, maintenance, data storage and staffing for this endeavor. Overall, support was voiced for the focus of this plan and the department's openness and practice of regularly reviewing policies.

7. Survey Results

As described earlier in this plan, a survey focusing on the Sheriff's Department operations, services and public needs was distributed to community members. As indicated above, the survey was professionally designed and implemented by Mary Cannito-Coville, Ph.D., Assistant Professor in the Sociology/Anthropology Department at SUNY Cortland. Due to the comprehensive nature of the survey and its wide distribution, combined with staffing and COVID challenges faced by all involved, the summary will not be available at the time the report is due to New York State. However, results will be publicly published and posted through a web link that will be created in the Sheriff's Department web page.

III. Phase 3: Public Comment and Ratification

Executive Order 203 requires that the plan be posted for public comment. On February 11, 2021, a special open session and public hearing of the legislature was held to allow the public the opportunity to voice any concerns. In addition, it was announced at the session that comments and input would be accepted until March 15, 2021. The plan will then be revised to incorporate public comment and be finalized for local legislative ratification. At the special session, Mr. Heider, Chair of the Legislature, individually invited members of the public and Cortland County Legislature to speak. Three members of the public offered comments and questions. The first individual asked questions about civilian review processes and about policies governing officers wearing expressive clothing while off duty. A specific example of wearing clothing exhibiting the confederate flag. Sheriff Helms noted at this time there is improvement for increased state and federal oversight of police

actions. At this time, there is not a civilian review board in place based upon recent and anticipated oversight by other authorities. In addition, as noted earlier in the report, efforts will be initiated to create a department web link for citizens to offer a comments, suggestions and concerns about interactions with the department. That link is now live on the Sheriff's page of the Cortland County website. Any policies regarding off duty clothing worn by officers fall under the purview of the administration of the Sheriff's Department rather than this panel. When creating policy, the administration takes into consideration applicable laws, regulations, court divisions, labor contract, labor negotiations as required by the Taylor Law, employee safety and public safety.

A second speaker identified herself as a mental health professional and director of services. She expressed praise for the department's exceptional commitment to collaboration with mental health services and those in need.

The third individual, identified as a longtime resident and retired New York State Trooper offered support of the plan and the department.

Members of the legislature were then asked for input. Several spoke while others indicated they were present to listen. Of those who spoke, several expressed support for the plan and the department approaches and public service. Two members raised concerns related to creating more detailed timeline for action. For example, rather than exploring implementing a web link for comments it was recommended the department simply implement the link. The sheriff has already expressed a willingness to pursue this endeavor but it will take some time to determine who will monitor the link, how input will be collected, sorted and processed and then how it will be used. Expediting the purchase of body worn cameras was also raised but this requires adherence to legislative and budgetary processes and regulations. Praise for accreditation efforts were offered and acknowledgement of the challenges of becoming accredited were noted.

A second member of the legislature also noted he would like to see a more detailed timeline for implementation of changes. He also raised concern that the plan did not address racial disparity noted in Cortland County's arrest, conviction and sentencing rates as published by the New York State Division of Criminal Justice Services. Panel members noted that a link to the data is provided in Appendix 1 of the plan. The data is not broken

down by department, rather figures represent the aggregate sum for the entire county. All agree a diversified work force is paramount to dealing with racial disparity and the sheriff is involved in statewide civil service reform efforts. The state legislative and executive authorities must change the civil service laws and regulations that curtail diversified hiring. Localities cannot. In addition, the department is increasing training efforts as noted in this plan to address cultural bias, de-escalation techniques and effective communication strategies.

The final member of the public, also a member of the media, who spoke inquired as to why a person of color was not on the panel and asked about officer accountability measures. It was explained that early in the process, open invitations to participate in the panel were extended to members of the community and representative groups. Persons then made their own choices about participation. Chairman Heider noted outreach to persons of color and representative groups also occurred through one to one meetings and stakeholder sessions. The sheriff has explained officer accountability and complaint procedures in his PowerPoint presentation at a public meeting and contained in this report. In addition, the department will take action to implement a web link for citizens' concerns about officers' actions or departmental matters and recent and future state and federal oversight of officers' actions will increase accountability.

Upon completion of public comment and finalization of a plan, the Executive Order requires that the local legislature adopt and ratify the proposal. This must occur before the April 1, 2021 deadline.

IV. Additional Public Comment

The period for additional public comment is February 12 through March 15, 2021. All questions and comments that have been answered out in either written or verbal form have been posted to the Sheriff's page on the County website at: <http://www.cortland-co.org/DocumentCenter/View/9697/Questions-and-Answers>.

Executive Order 203 stipulates: "Certify with New York State: Submit your certification that your locality has met the requirements of Executive Order No.

203 to the Division of the Budget by April 1, 2021."

V. Going Forward

The Sheriff's Department with the support of the Cortland County Legislature will implement the plan and address the goals, concerns and future endeavors specified in this plan. The department will continue to monitor community concerns and engage the public and stakeholders through outreach efforts, meetings, social media platforms and others measures as needed. The legislature must do the same.

The timeline going forward is not determined by this panel. Rather it is the County Legislature that must determine its commitment to going forward. The department will continuously review and develop policies and proposals, facilitate training and accountability, garner community input and address public safety needs. It is the legislature that must determine what they are willing to support and fund – positions, equipment, training, educational opportunities for officers that will expand their professional development and abilities to serve the community and competitive salaries and benefits.

All Draft Versions and the Final Plan Version Compiled and Submitted By:

The Work Plan Panel for the New York State Police Reform and Reinvention Collaborative for Cortland County **Members:**

Paul Heider, Chairperson of the Cortland County Legislature

Susan Wilson, Member of the Cortland County Legislature

Mark Helms, Cortland County Sheriff

Budd Rigg, Cortland County Undersheriff

Pastor John North, Clergy Representative and Pastor of The Chapel

Savannah Hempstead, Deputy Clerk of the Cortland County Legislature

Scott Ochs, Professor and Chair of the Criminal Justice Programs at Tompkins Cortland Community College and Cortland County Resident

Appendix 1

Cortland County Sheriff's Department PowerPoint Presentation 12/1/20:
http://cortlandcountyny.igmp2.com/Citizens/Detail_Meeting.aspx?ID=2800

Cortland County Sheriff's Department Web Site:
<https://www.cortland-co.org/351/County-Sheriffs-Office>

U.S. Census Cortland County Demographic Information:
<https://www.census.gov/quickfacts/cortlandcountynynewyork>

N.Y.S. Criminal Justice Index Crime Data as Reported by Cortland County Law Enforcement Agencies 2019:
<https://www.criminaljustice.ny.gov/crimnet/ojsa/indexcrimes/Cortland.pdf>

N.Y.S. Criminal Justice Violent Crime Data as Reported by Cortland County Law Enforcement Agencies 2019:
<https://www.criminaljustice.ny.gov/crimnet/ojsa/indexcrimes/2019-county-violent-rates.pdf>

N.Y.S. Criminal Justice Arrest and Disposition Rates Based on Race and Ethnicity for Cortland County 2019:
<https://www.criminaljustice.ny.gov/crimnet/ojsa/dispositions-adult-arrestdemographics/2019/Cortland.pdf>

N.Y.S. Criminal Justice Hate Crime Data as Reported by Cortland County Law Enforcement Agencies 2019:
<https://www.criminaljustice.ny.gov/crimnet/ojsa/hatecrimeincidents2019.pdf>

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COMPARISON LIST

MATERIAL & SERVICE BIDS

2021

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ABRASIVES FOR SNOW & ICE CONTROL
(price per ton)

Company	Bid
Cranesville	\$10.75
F.S. Lopke	\$10.50
Fuller's	\$6.00
Hanson Aggregates	\$9.75
Homer S&G	\$9.50
RMS	\$7.25
Suit-Kote	\$9.25
T&C Stone & Gravel	\$4.50

Company	Plant Location(s)	Phone	Fax	Contact Person
Cranesville Aggregate Co. 1250 Riverfront Center Amsterdam, NY 12010	Tully	315-408-4449	N/A	Robert VanCoughnett rvancoughnett@cransville.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
Fullers Excavation, LLC PO Box 182 Cincinnatus, NY 13040	Willet	607-745-6665		Dana Fuller fullersLLC@aol.com
Hanson Aggregates NY LLC P.O. Box A Nedrow, NY 13120	South Onondaga	315-469-3217	315-469-3940	Roger Hutchinson Roger.Hutchinson@LehighHanson.co
Homer Sand & Gravel 1865 Route 13 Cortland, NY 13045	Homer	607-745-9624	607-758-6115	Chris Henry ahenry@adhanpiping.com
RMS Gravel Inc. 290 Mott Road PO Box 455 Dryden, NY 13053	Dryden	607-844-8196	607-844-3752	Chris Beckwith rmsgravel@yahoo.com

Attachment: 2021 Material and Service Bids Comparison Results (54-21 : Award 2021 Material and Service Bids / Highway Department)

BITUMINOUS CONCRETE

(price per ton unless noted)

***Bid Prices Extended from 2020**

Bituminous Material	Suit-Kote *	Hanson	Northern Asphalt
402.3789 37.5 mm Base Course	\$53.85	\$55.50	\$52.50
402.1989 19 mm Binder Course	\$56.75	\$58.75	\$52.50
402.2589 25 mm Binder Course	\$55.25	\$57.60	\$54.00
402.1283 12.5 mm Top Course	\$63.00	\$64.75	\$60.00
402.0983 9.5 mm Top Course	\$65.49	\$69.00	\$61.00
402.0683 6.3 mm Top Course (w/ polymer)	\$74.50	\$73.00	\$72.00
403.15 Type 5 Shim	\$73.75	\$77.00	No Bid
Multi-Grade Modified Asphalt for use in place of Standard asphalt in above conventional HMA items	\$8.00	No Bid	\$7.00
15403.2010 Plant Mixed Stockpile Patching Material	\$83.30	No Bid	No Bid
15403.2020 Cold Mix Stockpile Patching Material	\$79.30	\$90.00	No Bid
15403.2030 Modified Stockpile Patching Material	\$97.50	No Bid	No Bid
405.0101 Type 1 Cold Mix (Fine mix w/ HFMS-2C)	\$53.90	No Bid	No Bid
406.13 Dense Grade Cold-3C Binder	\$53.75	No Bid	No Bid
406.19 7CF Top (High Friction)	\$58.00	No Bid	No Bid
405.0101 Type 2 Cold Mix (open graded) w/ HFMS-2C	\$53.50	No Bid	No Bid
406.13 Dense Graded Cold Mix Type 3C Binder Course	\$51.75	No Bid	No Bid
18403.376	\$63.22	\$55.50	No Bid
18403.256	\$65.67	\$57.60	No Bid
18403.126	\$72.89	\$64.75	No Bid
18403.956	\$74.85	\$69.00	No Bid
Modified Asphalt Hot Sand	\$84.50	No Bid	No Bid
Pretreated Sand	\$42.25	No Bid	No Bid

Equipment / Service	Suit-Kote	Hanson	Northern Asphalt
Paver w/ automated screed & 2 operators	\$3,050.00	No Bid	\$3,700.00
Compaction Roller (w/ operator)	\$1,850.00	No Bid	\$1,600.00
Ten Wheel Dump Truck (per hour)	\$95.00	No Bid	\$95.00
Flow Boy (per hour)	\$125.00	No Bid	\$125.00
Trucking of Materials (per ton/mile)	\$0.40	No Bid	\$0.30

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
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.co
Northern Asphalt, LLC 6131 East Taft Road North Syracuse, NY 13212	Syracuse	315-433-5115	315-458-9684	Richard Riccelli richr@riccellienterprises.com

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BITUMINOUS MATERIALS - LIQUID

(price per gal unless noted)

***Bid Prices Extended from 2020**

Bituminous Material	Suit-Kote *	Vestal Asphalt
HFRS-2	\$1.645	\$2.9850
TACK COAT	\$6.250	\$10.0000
HFMS-2	\$2.040	\$3.3540
AEP-M	\$1.550	\$2.2500
AEDC	\$1.500	N/B
AEFC	\$1.450	N/B
HFMS-2ST	\$1.970	\$3.2540
HFMS-2C	N/B	N/B
HFMS-2GH	\$2.390	\$3.2540
HFMS-1	\$1.980	N/B
HFRS-2P	\$2.020	\$3.1550
HFMS-1P	\$2.190	N/B
HFMS-2P	\$2.280	\$3.5540

Equipment (with Operator)	Suit-Kote	Vestal Asphalt
Distributor	No Charge	\$0.035
Roller (W/operator) (per day)	\$1,600.00	\$2,450.000
Pneumatic Roller (W/operator) (Per day)	\$1,475.00	\$2,450.000
Roller (W/O operator) (per day)	\$1,500.00	N/B
Pneumatic Roller (W/O operator) (Per day)	\$1,375.00	N/B
Spreader (per day)	\$1,550.00	\$2,650.000
Flow Boy (per hour)	\$130.00	N/B
Ten Wheel Dump Truck (per hour)	\$110.00	\$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

CRUSHED STONE
(price per ton)

Supplier	#1ST	#1A	#1	#2	#3	#1 & #1A Mix	#1 & #2 Mix
Cranesville	NB	\$15.00	\$13.25	\$12.75	NB	\$14.50	\$13.50
Cortlandville S&G	NB	NB	\$13.00	\$13.00	\$12.00	\$13.50	\$13.00
F.S. Lopke	\$17.00	\$17.00	\$14.00	\$14.00	\$15.00	\$16.00	\$15.00
Fuller's Excavation	\$16.00	\$16.00	\$15.00	\$10.00	\$8.00	\$15.00	\$12.00
Hanson	\$16.00	\$17.00	\$15.00	\$15.00	\$15.00	\$17.00	\$15.00
RMS	NB	\$13.75	\$13.50	\$12.75	NB	\$13.50	\$13.50
Suit-Kote	\$17.00	\$18.75	\$14.50	\$14.50	NB	\$17.50	\$15.00
Syracuse S&G	NB	\$21.00	\$14.00	\$12.00	\$14.00	\$21.00	\$13.00
T & C Stone	NB	NB	NB	\$14.00	\$10.00	NB	\$14.00
T.H. Kinsella	\$16.50	\$16.50	\$14.95	\$14.95	\$14.95	\$16.50	\$14.95

Company	Plant Location(s)	Phone	Fax	Contact Person
Cranesville Aggregate Co. 1250 Riverfront Center Amsterdam, NY 12010	Tully	315-408-4449	N/A	Robert VanCoughnett rvancoughnett@cransville.com
Cortlandville Sand & Gravel 765 Route 13 Cortland, NY 13045	Cortlandville	607-756-2115	607-758-6115	Chris Henry ahenry@adhanpiping.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@fslopke.com
Fullers Excavation, LLC PO Box 182 Circinnatus, NY 13040	Willet	607-745-6665		Dana Fuller fullersLLC@aol.com
Hanson Aggregates NY LLC 5126 South Onondaga Rd Nedrow, NY 13120	Jamesville Skaneateles	315-857-7484	315-469-3940	Tony Barletta tony.barletta@lehighhanson.com
RMS Gravel Inc. PO Box 455 Dryden. NY 13053	Dryden	607-844-8197	607-844-3752	Chris Beckwith rmsgravel@yahoo.com
Suit-Kote Corp. 1911 Lorings Crossing Rd. Cortland, NY 13045	Polkville	607-745-2040	315-238-7110	Don McEvoy dmcevoy@suit-kote.com
Syracuse Sand & Gravel 6131 E. Taft Road North Syracuse, NY 13212	Stockbridge	315-433-5115	315-433-1920	Richard Riccelli richard.riccelli@riccellienterprises.com
T & C Stone & Gravel PO Box 108 Whitney Point, NY 13862	Willet	607-343-6852		Troy Donnelly tcdonn@frontier.net
T. H. Kinsella PO Box 7 Fayetteville, NY 13066	Fayetteville Jamesville	315-637-3390	315-637-1808	Allan Curtis allanecurtis@yahoo.com

Attachment: 2021 Material and Service Bids Comparison Results (54-21 : Award 2021 Material and Service Bids / Highway Department)

HEAVY ROCK RIP-RAP
(price per ton)

F.S. Lopke	Hanson Aggregates	Kinsella	Syracuse S&G
\$43.00	\$43.50	\$57.50	\$41.95

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
Hanson Aggregates NY LLC PO Box A Nedrow, NY 13120	Jamesville Skaneateles	315-857-7484	315-469-3940	Tony Barletta tony.barletta@LehighHanson.com
T. H. Kinsella PO Box 7 Fayetteville, NY 13066	Solvay Rd Jamesville	315-637-3390	315-637-1808	Allan Curtis allanecurtis@yahoo.com
Syracuse Sand & Gravel 6131 E. Taft Road North Syracuse, NY 13212	Stockbridge	315-433-5115	315-433-1920	Richard Riccelli richard.riccelli@riccellenterprises.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
C'ville S&G	\$5.00	\$7.00	\$7.25	\$21.50	\$13.00	NB	\$8.00	\$7.00	\$12.00
Cranesville	\$6.50	\$6.75	\$6.75	NB	NB	NB	\$9.50	\$12.50	\$9.25
Fuller's Excav.	NB	NB	NB	NB	NB	\$18.00	\$7.00	\$5.00	\$9.00
Hanson	NB	\$8.50	\$8.50	\$9.75	\$17.00	NB	\$8.75	NB	\$9.75
Kinsella	\$7.30	\$7.30	\$7.30	\$9.30	\$12.75	\$26.00	\$8.65	\$7.30	\$9.30
RMS	\$4.70	\$7.25	\$7.25	NB	\$13.75	NB	\$7.35	\$7.35	NB
Suit-Kote	NB	NB	NB	NB	NB	NB	\$9.00	\$9.00	\$9.00
Syracuse S&G	\$4.00	\$6.00	\$6.00	\$7.25	\$21.00	\$20.00	\$7.50	\$6.00	\$7.25
T&C Mobile	\$4.50	\$4.50	\$4.50	\$9.00	\$13.00	\$16.00	\$7.00	\$5.00	\$7.75

Company	Plant Location(s)	Phone	Fax	Contact Person
Cortlandville Sand & Gravel 765 Route 13 Cortland, NY 13045	Cortlandville	607-756-2115	607-758-6115	Chris Henry ahenry@adhanpiping.com
Cranesville Aggregate Co. 1250 Riverfront Center Amsterdam, NY 12010	Tully	315-408-4449	N/A	Robert VanCoughnett rvancoughnett@cransville.com
Fullers Excavation, LLC PO Box 182 Cincinnati, NY 13040	Willet	607-745-6665		Dana Fuller fullersLLC@aol.com
Hanson Aggregates NY LLC PO Box A Nedrow, NY 13120	Jamesville Skaneateles South Onondaga	315-587-7484	315-552-5291	Tony Barletta tony.barletta@LehighHanson.com
T.H. Kinsella, Inc. PO Box 7 Fayetteville, NY 13066	Delphi Falls Homer	315-637-3390	315-637-1808	Allan Curtis allanecurtis@yahoo.com
RMS Gravel Inc. PO Box 455 Dryden, NY 13053	Dryden	844-8197	844-3752	Chris Beckwith rmsgravel@yahoo.com
Suit-Kote Corp. 1911 Lorings Crossing Rd. Cortland, NY 13045	Polkville	607-745-2040	315-238-7110	Don McEvoy dmcevoy@suit-kote.com
Syracuse Sand & Gravel 6131 E. Taft Road North Syracuse, NY 13212	Stockbridge	315-433-5115	315-433-1920	Richard Riccelli richard.riccelli@riccellienterprises.com
T&C Mobile Home & Construction Services PO Box 108 Whitney Point, NY 13862	Willet	607-343-6852		Troy Donnelly tcdonn@frontiernet.net

PAINTING TRAFFIC LINES ON CORTLAND COUNTY HIGHWAYS

(price per mile unless noted)

* Bid Prices Extended from 2020

Cortland County Highways	Seneca Pavement *	Accent Stripe	O.H.Striping, Inc
Centerline	\$335.00	\$339.00	\$309.00
Edgeline	\$195.00	\$198.00	\$185.00
Stop Bars (each)	\$75.00	\$99.00	\$25.00
Yellow Paint (per gal)			
White Paint (per gal)			
Glass Beads (per lb)			

Centerline Miles = 195 (est.)	\$65,325.00	\$66,105.00	\$60,255.00
Edgeline Miles = 147(est)	\$28,665.00	\$29,106.00	\$27,195.00
Stop Bars=90 est	\$6,750.00	\$8,910.00	\$2,250.00
Total Estimated County Cost	\$100,740.00	\$104,121.00	\$89,700.00

Town & Village Highways	Seneca Pavement	Accent Stripe	O.H.Striping, Inc
Centerline	\$365.00	\$339.00	\$191.00
Edgeline	\$225.00	\$198.00	\$316.00
Yellow Paint (per gal)			
White Paint (per gal)			
Glass Beads (per lb)			

Centerline Miles = 32 (est.)	\$11,680.00	\$10,848.00	\$6,112.00
Edgeline Miles = 23 (est)	\$5,175.00	\$4,554.00	\$7,268.00
Total Est. Town & Vill. Cost	\$16,855.00	\$15,402.00	\$13,380.00

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

RECYCLED ASPHALT PAVEMENT**Bid Prices Extended from 2020**

	OPTION A	OPTION B	OPTION C
1) Price per Square Yard under 5,000 s.y. (@ 1" to 3" depth)	\$2.120	\$2.700	\$1.950
Price per Square Yard for each additional inch over 3" depth	\$0.270	\$0.210	\$0.150
2) Price per Square Yard under 5,000-10,000 s.y. (@ 1" to 3" depth)	\$1.000	\$2.380	\$0.750
Price per Square Yard for each additional inch over 3" depth	\$0.100	\$0.130	\$0.070
3) Price per Square Yard under 10,000 s.y. (@ 1" to 3" depth)	\$0.920	\$2.260	\$0.590
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)	\$3,000.00	-----	-----
6) Price per day Ingersol – Rand Model DD-110 compaction roller, or equal (Option A only)	\$2,000.00	-----	-----
6A) Price per day Caterpillar Model PS300B pneumatic tired roller, or equal (Option A only)	\$1,900.00	-----	-----
6B) Price per day for Pugmill (Option A only)	\$2,100.00	-----	-----
7) MS-1 per gallon (meeting attached spec.)	\$2.090	\$2.090	\$2.100
8) MS-1P per gallon (meeting attached spec.)	\$2.210	\$2.210	\$2.220
9) HFMS-2 per gallon (meeting attached spec.)	\$2.150	\$2.150	\$2.200
10) HFMS-2P per gallon (meeting attached spec.)	\$2.350	\$2.350	\$2.400
11) HFRA per gallon (meeting attached spec.)	\$2.340	\$2.340	\$2.390
12) Calcium Chloride per gallon (Option C only)	-----	-----	\$1.350
12A) Magnesium Chloride Per Gallon (Option C only)	-----	-----	No Bid
13) Maint and Protection of Traffic per day (Option B&C only)	-----	\$0.300	\$0.300
14) Provide and Haul req'd aggregate per ton (Option B&C only)	-----	\$21.000	\$21.000

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

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STONE FILLING MATERIALS
(price per ton)

Stone Filling Sizes	F.S. Lopke	Hanson	Kinsella	Syracuse S&G
Heavy	\$35.00	\$36.00	\$37.50	\$34.95
Medium	\$35.00	\$35.00	\$37.50	\$33.95
Light	\$29.00	\$31.50	\$30.00	\$25.95
Fine	\$27.00	\$31.50	\$28.00	\$25.95

Company	Plant Location(s)	Phone	Fax	Contact Person
F.S. Lopke Contracting Inc. 3430 State Rte. 434 Apalachin, NY 13732	Oxford, NY Birchardville, PA Windsor, 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	315-857-7484	315-857-7484	Tony Barletta tony.barletta@LehighHanson.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
Syracuse Sand & Gravel 6131 E. Taft Road North Syracuse, NY 13212	Stockbridge	315-433-5115	315-433-1920	Richard Riccelli richard.riccelli@riccellienterprises.com

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TRANSIT MIX CONCRETE & PRECAST CONCRETE BLOCKS

Transit Mix Concrete: (CY unless noted)

Concrete Mix	Cranesville Block	Hanson Aggregate
Class A	\$120.00	\$140.00
Class D	\$128.00	\$150.00
Class E	\$125.00	\$147.00
Class F	\$126.00	\$150.00
Class G	\$126.00	\$150.00
Class H	\$133.00	\$150.00
Class HP	\$161.00	\$185.00
Class DP	\$161.00	\$190.00
3000 PSI Flowable Grout	\$138.00	\$135.00
Additional charge for loads under 4 CY (per load)	\$75.00	\$75.00
Wait Time after 30 min. (per hour)	\$120.00	\$90.00

Precast Concrete Blocks: (EA)

Smooth Top	Cranesville Block	Hanson Aggregate
2'x2'x8'	NB	\$90.00
2'x2'x6'	NB	NB
2'x2'x4'	NB	\$80.00
2'x2'x3'	NB	NB
3'x3'x3' Guide Rail Anchor (County to Supply Hardware)	NB	NB

Keyway Top	Cranesville Block	Hanson Aggregate
2'x2'x8'	NB	NB
2'x2'x6'	\$50.00	NB
2'x2'x4'	NB	NB
2'x2'x3'	NB	NB

Waste Blocks	Cranesville Block	Hanson Aggregate
2'x2'x8'	NB	NB
2'x2'x6'	\$50.00	NB
2'x2'x4'	NB	NB

Company	Plant Location(s)	Phone	Fax	Contact Person
Cranesville Aggregate Co. 1250 Riverfront Center Amsterdam, NY 12010	Syracuse	315-408-4449		Robert VanCoughnett rvancoughnett@cransville.com
Hanson Aggregates NY LLC PO Box A Nedrow, NY 13120	Cortland Marcellus Ithaca Nedrow	315-469-3217	315-469-3940	Mike O'Leary mike.o'leary@leighhanson.com John Feyerabend john.feyerabend@leighhanson.com

ULS DIESEL 15PPM FUEL
(price per gallon)

Item	Mirabito	Petroleum Traders Corp.	Buell Fuel LLC
100% ULS Diesel 15 PPM Fuel			
rack price per gallon (Syracuse OPD) 2/1/2020	1.6955	1.6955	1.6955
lust plis oil spill liability trust fund fees per gallon	0.0010	0.00314	0.00100
firm price bid for delivery and profit markup per gallon	0.0249	0.0933	0.0179
TOTAL	\$1.7214	\$1.7919	\$1.7144
ULS Diesel 15PPM Winterized or With Cold Flow Improver			
rack price per gallon (Syracuse OPD) 2/1/2020	1.6955	1.6955	1.6955
lust plis oil spill liability trust fund fees per gallon	0.0010	0.00314	0.00100
firm price bid for delivery and profit markup per gallon	0.0549	0.1133	0.0429
TOTAL	\$1.7514	\$1.8119	\$1.7394
ULS 15PPM Kerosene			
rack price per gallon (Albany OPD) 2/1/2020	1.8292	1.8292	1.8292
lust plis oil spill liability trust fund fees per gallon	0.0010	0.00314	0.00100
firm price bid for delivery and profit markup per gallon	0.0549	0.1633	0.0529
TOTAL	\$1.8851	\$1.9956	\$1.8831

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
Buell Fuel LLC 2676 State Route 12B Deansboro, NY 13328	(315) 841-3000	(315) 841-3585	Garth Curtis garth@buellfuel.com

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

Item	Mirabito	Petroleum Traders Corp.	Buell Fuel LLC
rack price per gallon 2/1/2019	1.5590	1.5590	1.5590
rust plus oil spill liability trust fund fees per gallon	0.0010	0.0029	0.0010
firm price bid for delivery and profit markup per gallon	0.0429	0.0799	0.0299
TOTAL	\$1.6029	1.6418	1.5899

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
Buell Fuel LLC 2676 State Route 12B Deansboro, NY 13328	(315) 841-3000	(315) 841-3585	Garth Curtis garth@buellfuel.com

CORTLAND COUNTY, NEW YORK
FOOD BIDFOR QUESTIONS: CALL (607) 753-5060
ALL DELIVERIES TO ARRIVE BETWEEN 7 AM AND 12 NOON

*NE= Not Equivalent

INCLUSIVE DATES: APR 1, 2021 - JUNE 30, 2021

FOOD

ITEM #	PRODUCT DESCRIPTION	SIZE/GRADE		WAFFLE WAFFLE DBA HAPPI FOODI	GINSBURG	RENZI FOOD SVC	SMITH PACKING	BID AWARD
MEAT / FISH								
1	Bacon - single slice Layout cntry 18/22	HORMEL 15#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$77.40 HORMEL 1/ 15# 53375	\$5.14 / # HORMEL 18/22 ct 1/ 15# 18071	\$4.25 / # HATFIELD - *NE 1/ 15# 2001926	RENZI
2	Beef - Cubes (Stew Beef) Full Muscle FROZEN	Choice 10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$42.10 PACKER LABEL 2/ 5# 58212	\$4.74 / # PACKER 2/ 5# 14019	\$3.98 / # PACKER 1/ 10# AVG 1507020	SMITH
3	Beef - Top Round of Beef	State Price/LB Choice	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$3.50 / # IBP 3/ 24# CW 59360	\$3.45 / # PACKER 3/ 22# AVG 12100	\$3.44 / # PACKER 3/ 23# AVG 1500003	RENZI SMITH
4	Beef - Bottom Round Gooseneck	State Price/LB Choice	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$3.10 / # IBP 3/ 24# CW 59325	\$3.25 / # IBP 4/ 15# AVG 12197	\$3.24 / # PACKER 3/ 25# AVG 1500047	GINSBURG
5	Beef - Brisket	Choice 5/ 12#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$3.50 / # IBP 5/ 12# CW 59220	\$3.50 / # GREATER OMAHA 5/ 14# AVG 12130	\$3.49 / # PACKER 5/ 14# AVG 1500444	GINSBURG RENZI SMITH
6	Beef - Corned Beef Rounds - cooked	State Price/LB Choice	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$6.65 / # NATION'S BEST 3/ 6# CW 54700	\$4.75 / # ELITE 2/ 6# AVG 22027	\$4.93 / # FREIRICH 2/ 6# AVG 1520105	RENZI
7	Beef - Creamed Chipped	STOUFFER'S 48/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$62.75 STOUFFER'S 4/ 76 oz 35150	\$67.85 STOUFFER'S 4/ 76 oz 5014061 - SPEC ORD	RENZI
8	Beef - Dry Chipped	5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$58.50 HORMEL 1/ 3# AVG 17136	NB	RENZI
9	Beef - Ground Beef Patties 85% lean, 15% fat (To yield 2.5 oz. Meat Product)	40/ 4 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$31.25 SCHWEID & SONS 40/ 4 oz 55664	\$34.00 SCHWEID & SONS 40/ 4 oz 11122	NB	GINSBURG
10	Beef - Ground Beef 80% Lean, 20% Fat	Choice 60#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$2.85 / # RANGELINE 8/ 10# CW 55952	\$2.77 / # GREATER OMAHA 12/ 5# 14026	\$2.64 / # PACKER 6/ 10# 1511024 FROZEN	SMITH

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FOOD

ITEM #	PRODUCT DESCRIPTION	SIZE/GRADE		WAFFLE WAFFLE DBA HAPPI FOOD!	GINSBERG	RENZI FOOD SVC	SMITH PACKING	BID AWARD
11	Beef - Salisbury Steak - 4 oz. each (To yield 2.5 oz. Meat Product)	4 oz/ 10# box	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$42.25 MAIDRITE 40/ 4 oz 57795	\$43.50 MAID RITE 40/ 4 oz 15841	NB	GINSBERG
12	Beef - Liver Frozen 4oz serving size	4 oz/ 10# box	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$26.50 MAIDRITE 40/ 4 oz 56142	\$24.55 PACKER 40/ 4 oz 33051	NB	RENZI
13	Chicken - Fresh, Breast, Random, Jumbo	13-22 oz; 4/10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$63.99 PACKER 4/ 10# 73075	\$66.00 PACKER 4/ 10# 2502951	RENZI
14	Chicken - Breast Boneless Filet Ovenable - Breaded	3.5-4 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$34.65 RED LABEL 2/ 5# 3.5 oz 54159	\$39.67 TYSON 40/ 4 oz 55030	\$32.75 TYSON 46/ 3.5 oz 2504913	SMITH
15	Chicken - Breast Boneless-Skinless (B/S) Frozen 4oz	4 oz/ 20#/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$42.15 HARVESTLAND 40/ 4 oz (10#) 53808	\$2.30 / # AGRO 4/ 10# 33159	\$2.32 / # AGRO 4/ 10# 2502107	RENZI
16	Chicken - Thighs B/S	40# box	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$46.25 PACKER 4/ 10# 59544	\$47.50 PACKER 4/ 10# 73030	\$66.00 PACKER 1/ 40# 2502982 - SPEC ORD	GINSBERG
17	Chicken - Nuggets, Cooked, White Meat	250/ .68 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$58.29 TYSON 32# 92676	\$21.50 TYSON WG 250/ .68 oz 55068	\$23.50 KOCH 240/ .62 oz 2504937	GINSBERG
18	Chicken - Patties - White Meat, Cooked, Breaded, 4 oz. Oven ready (To yield 2.5 oz. Meat Product)	TYSON 60/ 4 oz/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$59.39 TYSON 32# (3.54 OZ each) 92678	\$35.80 TYSON 40/ 4 oz 90044	\$33.90 BRAKEBUSH 40/ 4 OZ 2504559	GINSBERG
19	Chicken - Legs - FROZEN	60 pcs/ 31#/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$72.80 TYSON 108/ 3 oz = 20.25# 53772	\$24.40 PACKER 4/ 10# 73045	\$26.40 PACKER 40 # 2502971	RENZI
20	Chicken - Pulled Pulled Dark/White mixed	TYSON 10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$49.50 TYSON 2/ 5# 54655	\$34.90 TYSON 2/ 5# 55018	NB	RENZI

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21	Chicken - Diced, Cooked FROZEN	TYSON 20#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$39.19 TYSON 2/ 5# 54633	\$31.77 TYSON 2/ 5# 10246	NB	RENZI
22	Crab Meat - Artificial (Pollack)	6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$72.90 ENTERPRISE 12/ 2.5# 41234	\$19.00 PACKER 4/ 2.5# 39187	\$1.84 / # GOLDEN PHOENIX 12/ 2.5# 3006025	SMITH
23	Fish - Breaded Alaska Pollack - 4 oz. Triangle, Pre-cooked Krispy/Krunchy	10#/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$87.50 VIKING 20# cs (3.6 oz) 41091	\$35.50 HIGHLINER 53/ 3 oz 10262	\$34.90 CAPTAIN Z 40/4oz Rectangle- *NE 3006163	RENZI
24	Fish - Lemon Pepper Oven Ready	2.5 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$46.05 FPI 40/ 4 oz 41098	\$4.35 / # VIKING 40/ 4 oz 42087 - SPEC ORDER	NB	RENZI
25	Fish - Unbreaded White Fish- 4 oz. Square , Oven-Ready (To yield 2.5 oz. Fish Product)	4 oz/ 10#/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$4.50 / # HIGHLINER 40/ 4 oz 40148	\$49.90 ARCTIC (HADDOCK) 40/ 4 oz 7534123	RENZI
26	Ham - BRT (BONE/ROLLED/TIED) Fresh	State Price/LB Choice	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$2.45 / # AMITY 2/ 13# CW 55515	NB	\$2.84 / # HATFIELD 2/ 13 AVG 2006001	GINSBERG
27	Ham - BRT (BONE/ROLLED/TIED) Fresh LOW SODIUM	State Price/LB Choice	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB
28	Ham - Cooked, Boneless, Tavern - full muscle, No more than 10% water added, Min. 90% fat free	State Price/LB	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$3.28 / # SUPERIOR 4/ 14# CW 55195	\$3.05 / # SUPERIOR 4/ 15# AVG 19064	\$2.88/ # SUPERIOR 4/15# AVG 2003030	SMITH
29	Ham - Cooked, Boneless, Tavern - full muscle, No more than 10% water added, Min. 90% fat free LOW SODIUM	State Price/LB	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$3.68 / # SMITHFIELD 4/ 6.5# 19117	NB	RENZI
30	Ham - Buffet Style Slicing Ham	HORMEL 10# Avg	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$3.89 / # HORMEL 1/ 12# CW 53213	\$3.10 / # HORMEL 2/ 10# AVG 19155	\$3.59 / # SUPERIOR 2/ 10# AVG 2003010	RENZI

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FOOD

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31	Ham - Buffet Style Slicing Ham LOW SODIUM	HORMEL 10# Avg	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB
32	Hot Dogs - Hofmann (6-1#)	HOFMANN 10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$27.50 SUGARDALE 2/5# 54920 - *NE	\$45.50 HOFMANN 2/ 5# 23115	\$4.84 / # HOFMANN 1/ 10# AVG 5005007	RENZI
33	Hot Dogs - 8/1# All Beef	ALL BEEF 10# cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$31.90 FARMLAND 1/ 10# 54890	\$28.80 FARMLAND BEEF 80/ 2 oz 23080	\$3.39 / # HONEST JOHN'S 2/ 6# 5001028	RENZI
34	Meatballs	ROSINA 1 oz / 10# cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$41.90 ROSINA 160/ 1 oz 35260	\$39.90 FONTANINI *-NE 160 / 1 OZ 5082277	RENZI
35	Pork Loins - 4 oz ea. - FRESH	FRESH 6/ 9#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$1.94 / # PACKER 6/ 8.8# AVG 15171	\$2.09 / # PACKER 6/ 8# AVG 2006045	RENZI
36	Salmon - canned	6/ 66 oz/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$99.15 CHICKEN OF THE SEA 6/ 64 oz 30029 - SPEC ORDER	NB	RENZI
37	Sausage - Patties (cooked) Breakfast style - 2 oz.	10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$25.50 EMBER 1/ 10# 57131	\$27.40 HATFIELD 2/ 5# 14148	\$2.69 / # FARMLAND RIVERS EDGE 80/ 2 OZ 1002123	GINSBURG
38	Sausage - Sweet Italian - Links	4oz uncooked/10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$49.00 HATFIELD (2/ 10#) (133/ 2.38 oz uncooked) 57140	\$2.40 / # HATFIELD 2 oz* NE uncooked/ 2/ 10# 14149	\$2.89 / # REGIONAL 40/ 4 oz uncooked 98020027	SMITH
39	Sausage - Sweet Italian - Rope	10# cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$25.50 D'YULIO 1/ 10# 57345	\$53.60 HATFIELD 2/ 10# 14091	\$2.39 / # REGIONAL 1/ 10# 1000390	SMITH
40	Sausage - Italian - Bulk	10# Tube	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$25.50 D'YULIO 2/ 5# 57469	\$53.60 HATFIELD 4/ 5# 14157	\$2.39 / # REGIONAL 2/ 5# 1000395	SMITH

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41	Tuna - Light, Water Pack Chunk Light & Dark DUTCHESS NOT ACCEPTED	NOT DUTCHESS 6/ 66 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$42.05 PACKER LABEL 6/ 66.5 oz 42590	\$39.75 PACKER 6/ 66.5 oz 64025	\$39.54 SAN MARINO 6/ 66.5 oz 3000389	SMITH
42	Turkey - Roast (white and dark meat) BRT NO DELI TURKEY	State Price/LB	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$2.99 / # BUTTERBALL 2/ 9# CW 58520	\$4.17 / # JENNIE-O 4/ 11# AVG UPC 2403 - SPEC ORD	\$2.49 / # BUTTERBALL TURKEY COMBO 2/ 10# 2513001	SMITH
43	Turkey - Whole, Raw	State Price/LB 2/cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$1.49 / # PACKER LABEL 2/cs/CW 58400	\$1.55 / # PACKER 2ct 22/24# AVG 52030	\$1.59 / # PACKER 2/ 20-22# AVG 2513035	GINSBERG
44	Veal - Patties- breaded 4 oz., oven-ready (To yield 2.5 oz. Meat Product)	40/ 4 oz/ 10# cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$31.85 MAIDRITE 40/ 4 oz 58900	\$36.00 MAID RITE 40/ 4 oz 33030	NB	GINSBERG
CHEESE / DAIRY								
45	Cheese - American - 5# White SLICED	6/ 5# or 4/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$47.95 GREAT LAKES 4/ 5# 22942	\$47.90 GREAT LAKES 4/ 5# 160ct 25038	\$77.00 HILLDALE 6/ 5# 4500023	RENZI
46	Cheese - Cheddar White Sharp	10# brick	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$3.95 / # GREAT LAKES 1/ 10# CW 23279	\$3.45 / # GREAT LAKES 1/ 10# 25052	\$3.98 / # GREAT LAKES- X SHARP 1/ 10# AVG 4500151	RENZI
47	Cheese - Cheddar - Shredded White Sharp	5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$69.50 GREAT LAKES 4/ 5# 23351	\$3.65 / # GREAT LAKES 4/ 5# 25042	NB	GINSBERG
48	Cheese - Swiss Cheese Loaf	10# brick	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$4.20 / # VALIO 2/ 12# CW 24540	\$3.99 / # GREAT LAKES 2/ 8# AVG 25076	\$3.19 / # PACKER 6/ 8# AVG 4500110	SMITH
49	Eggs - Liquid - Frozen PASTEURIZED Broke and ready	6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$46.95 PAPETTI'S 6/ 5# 25026	\$49.45 MICHAELS 6/ 5# 27056	\$38.50 FRESH START OR NEWBURG 15/ 2# 4555100	SMITH
50	Eggs - Fresh- Med	30 dz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$33.99 ESBENSHADE 30 DZ 24860	\$37.50 BLACK RIVER FARMS 30 dz 28028	NB	GINSBERG

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51	Gogurt	10 cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB
52	Mozzarella Cheese - Loaf	8/ 6#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$2.99 / # DRAGONE 8/ 6# CW 23975	\$3.45 / # CORTONA 8/ 6# 25132	\$2.95 / # GALBONI 8/ 5# AVG 4500050	SMITH
53	Mozzarella Cheese - Shredded	4/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$55.60 CORTONA 4/ 5# 25155	\$3.39 / # GALBONI 6/ 5# 4500107	RENZI
54	Margarine	30/ 1#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$24.25 ADMIRATION 30/ 1# 25370	\$24.17 PACKER 30/ 1# 29088	\$21.90 MIKE'S 30/ 1# 4501000	SMITH
55	Parmesan Cheese - Grated - 5#	5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$36.85 GREAT LAKES 2/ 5# 24320	\$3.12 / # SPECIALE 4/ 5# 25330	\$3.20 / # PISA 1/ 5# 4500335-E	RENZI
56	Parmesan Cheese - Grated - 1#	1#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$56.00 GREAT LAKES 12/ 1# 24300	\$35.00 GREAT LAKES 2/ 5# *- NE 25186	NB	GINSBERG
57	Ice Cream - Dixie Cups Van-Choc-Strawberry	4 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$18.20 BLUE BUNNY (48/4oz) VAN=26351, CHOC=26352, STRAW=26354	\$7.95 BYRNE DAIRY (24/4oz) VAN=71011, CHOC=71012 STRAW=71013	NB	V - RENZI C - RENZI S - RENZI
58	Ice Cream - Tubs Van-Choc-Strawberry	3 Gal. Tubs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$16.75 HOOD (1/ 3 gal) VAN=26232, CHOC=26211 STRAW=26224	VAN & CHOC \$15.79, STRAW \$21.30 MIGHTY FINE (1/ 3 gal) VAN=71005, CHOC=71010 STRAW=71015	NB	V - RENZI C - RENZI S - GINSBERG
FROZEN								
59	Broccoli - Cuts - Frozen	GRADE A 20# bulk	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$22.75 NON-PARIEL 12/ 2.5# 95407	\$13.40 PACKER 1/ 20# 45131	\$14.25 REGAL 1/ 20# 4020010	RENZI
60	Broccoli - Florets - Frozen	GRADE A 20# bulk	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$20.69 REGAL 12/ 2# 95430	\$19.50 PACKER 1/ 20# 45279	\$19.80 REGAL 12/ 2# 4021003	SMITH

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61	Brussel Sprouts - Medium size Frozen	GRADE A 12/ 2.5# MED	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$18.55 REDDY RAW 12/ 2# 95471	\$16.90 PACKER 2/ 10# 44984	\$16.94 REGAL 12/ 2# 4021010	SMITH
62	California Mix - Frozen	Grade B 20# bulk	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$16.25 PACKER LABEL 1/ 20# 95948	\$19.20 PACKER 2/ 10# 45331	\$19.60 REGAL 12/ 2# 4021036	GINSBURG SMITH
63	Capri Mix - Frozen	Grade B 12/ 2#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$26.75 BONDUELLE 12/ 2# 95961	\$22.95 PACKER 12/ 2# 45334	\$22.70 REGAL 12/ 2# 4021150	SMITH
64	Carrots - Baby Whole Frozen	Grade B 12/ 2#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$19.65 CORNERSTONE 12/ 2# 95590	\$22.50 PACKER - GRADE A 12/ 2# 45274	\$17.25 REGAL 1/ 20# 4021014	GINSBURG
65	Carrots - Diced Frozen	Grade B 20# bulk	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$11.65 CORNERSTONE 1/ 20# 95505	\$16.50 CORNERSTONE- GRADE A 12/ 2# 45100	\$12.25 REGAL 1/ 20# 4031273	GINSBURG
66	Carrots - Sliced (Coin) Frozen	GRADE A 20# bulk	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$11.65 REDDY RAW 1/ 20# 95555	\$11.99 PACKER 1/ 20# 45018	\$12.00 REGAL 1/ 20# 4020040	GINSBURG
67	Cauliflower - Frozen	Grade B 12/ 2#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$23.75 CORNERSTONE 12/ 2# 95625	\$21.50 PACKER 12/ 2# 45257	\$21.50 REGAL 12/ 2# 4021005	RENZI SMITH
68	Corn - Whole Kernel Frozen	GRADE A 20# bulk	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$16.95 PACKER LABEL 1/ 20# 95696	\$16.30 PACKER 1/ 20# 45024	\$15.40 REGAL 1/ 20# 4020050	SMITH
69	Green Beans - Cut Frozen	Grade B 20# bulk	PRICE BRAND SIZE/UNITS PRODUCT #	\$1.98/ # NATIONAL/PACIFIC 1/ 20# RM0109	\$14.05 NON-PARIEL 1/ 20# 95065	\$11.95 COTTAGE FARMS 1/ 20# 45130	\$13.20 REGAL 1/ 20# 4020020	RENZI
70	Green Beans - French Cut Frozen	Grade B 12/ 2#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$27.60 BONDUELLE 12/ 2# 95141	\$23.15 PACKER 12/ 2# 45253	\$23.10 REGAL 12/ 2# 4050077	SMITH

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71	Green Beans - Italian Frozen	GRADE A 20# bulk	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$20.69 NON-PARIEL 12/ 2# 95175	\$20.45 PACKER 12/ 2# 45336	\$18.90 REGAL 12/ 2# 4022800	SMITH
72	Lima Beans - Frozen	Grade B 12/ 2.5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$35.15 CHILL RIPE 12/ 2# 95271	\$28.00 PACKER 1/ 20# 45312	NB	RENTI
73	Mixed Vegetables - Frozen	Grade B 20# bulk	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$22.80 CHILL RIPE 1/ 20# 95836	\$16.30 PACKER - GRADE A 1/ 20# 45353	\$15.25 REGAL 1/ 20# 4020080	SMITH
74	Onions - Pearl Mini Frozen	4/ 2#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$38.80 BONDUELLE 12/ 2# 96234	\$35.75 SENECA 12/ 2# 45359	NB	RENTI
75	Peas - Frozen	Grade B 20#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$23.05 CORNERSTONE 1/ 20# 96291	\$18.30 PACKER - GRADE A 1/ 20# 45136	\$15.85 REGAL 1/ 20# 4020070	SMITH
76	Peppers - Red & Green & Onions Frozen	20# bulk	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$38.50 SIMPLLOT 6/ 2.5# 96465	\$32.20 ROASTWORKS 6/ 2.5# 45183	\$32.30 CORNER 12/ 2# 4021076	SMITH
77	Pierogis - Potato Cheddar	MRS. T 6/ 2#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$48.45 MRS. T 4/ 6# 34750	\$46.70 MRS T'S 288/1.34 oz 4/72 ct 76100	\$34.00 POPPYS *-NE 6/ 56 oz 6/ 50 ct 5020196	RENTI
78	Pizza Dough - Sheet 12x16 Par Baked	16/ 17 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$43.95 RICH'S 16/ 17 oz 2685	\$39.65 RICH'S 16/ 17 oz 37073 - SPEC ORD	NB	RENTI
79	Pizza Dough - Whole Wheat Sheet 12x16 Par Baked	16/ 17 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$23.25 PUMILIAS 12ct 12x17 38713	NB	RENTI
80	Potato Puffs - Oven Ready	GRADE B 6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$33.95 OREIDA 6/ 5# 97265	\$36.50 CAVENDISH 6/ 5# 34039	\$26.25 McCAIN 6/ 5# 5002810	SMITH

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CORTLAND COUNTY, NEW YORK

FOOD BID

FOR QUESTIONS: CALL (607) 753-5060

*NE= Not Equivalent

ALL DELIVERIES TO ARRIVE BETWEEN 7 AM AND 12 NOON**INCLUSIVE DATES: APR 1, 2021 - JUNE 30, 2021****FOOD**

ITEM #	PRODUCT DESCRIPTION	SIZE/GRADE		WAFFLE WAFFLE DBA HAPPI FOODI	GINSBERG	RENZI FOOD SVC	SMITH PACKING	BID AWARD
81	Ravioli - Cheese - Frozen	10#/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$22.79 DOMINIC'S 12# (300/ .65OZ) 34967	\$21.25 DOMINIC'S 4/ 3# 86212	\$20.75 CODINOS 145/ 1.1 oz 1/ 10# 5020131	RENZI
82	Spinach - Chopped Frozen	Grade B 12/ 3#/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$25.95 CORNERSTONE 12/ 3# 96526	\$25.00 PACKER - GRADE A 12/ 3# 45232	\$24.25 REGAL 12/ 3# 4021018	SMITH
83	Squash - Hubbard Frozen	Grade B 12/ 4#/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$54.49 CLASSIC 12/ 4# 96600	\$32.05 PACKER - GRADE A 12/ 4# 45174	\$32.00 REGAL 12/ 4# 4021038	SMITH
84	Squash - Summer	Grade B 20# cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$29.20 CLASSIC 12/ 2# 96605	\$34.15 PACKER 12/ 3# 45445	\$29.80 CORNERSTONE 12/ 3# 4020085	SMITH
85	Squash - Zucchini	Grade B 12/ 2#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$29.65 BONDUELLE 12/ 2# 96666	\$21.20 PACKER 1/ 20# 45294	\$28.90 CORNERSTONE 12/ 3# 4021007	SMITH
86	Stuffed Shells - 2oz	120 ct / 2 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$34.85 DOMINIC'S 120 ct / 1.75 oz 35157	\$36.25 DOMINIC'S 2/ 7.5# 35249	\$30.25 CODINOS 108/ 2.7 oz 5020992	SMITH
87	Sweet Potato Puffs - Oven Ready	Grade B 6/5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$33.85 LAMB WESTON 6/ 2.5# 97266	NB	NB	GINSBERG
88	Sweet Potato Wedge - 10 cut	12 cases 15#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$30.75 McCAIN 6/ 2.5# 97164	\$31.75 McCAIN 6/ 2.5# 46149	\$29.75 McCAIN 6/ 2.5# 5004712	SMITH
89	Waxed Beans - Frozen	20#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$23.75 NON-PARIEL 12/ 2.5# 95412	\$14.00 PACKER 1/ 20# 45302	\$14.00 REGAL 1/ 20# 4021008	RENZI SMITH
90	White Dinner Rolls - Pre Baked Frozen	150 ct / 2 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$27.50 SIGNATURE 150/ 1.5 oz 4541	\$23.00 BAKERY DE FRANCE 150/ 1.25 oz 51196	NB	GINSBERG RENZI

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INCLUSIVE DATES: APR 1, 2021 - JUNE 30, 2021

FOOD

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91	Whole Wheat Rolls - small Frozen	2 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$43.50 TRIBECA (HONEY WHEAT) 180/ 1.3 oz 324	\$31.00 BAKECRAFTERS 108/ 2 oz 50991	NB	RENZI
FROZEN - DESSERTS								
92	Cake - Sheet Cakes - with Icing Banana Orange Carrot	76 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	C=\$81.20 SARA LEE C= 4/ 96 oz C= 770	B=\$62.71, O=NB, C=\$76.80 SARA LEE B=4/ 75 oz C= 4/ 96 oz B=48056*SPEC ORD C= 48042	NB	B - RENZI O - NB C - RENZI
93	Cake - Sheet Cakes - with Icing Chocolate Cake & White Cake	76 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	C = \$60.95 SARA LEE 4/ 74 oz CHOC W/ CHOC ICING=803	NB	NB	GINSBURG
94	Cookie Dough - 2 oz. Preformed Peanut Butter Oatmeal Raisin Chocolate Chip Sugar	180/cs - 2 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	PB=\$53.25 OR=\$53.25 CC=\$53.25 S=\$53.25 DAVID'S PB= 160ct/ 2 oz 22528 OR= 150ct/ 2 oz 22525 CC= 150ct/ 2 oz 22520 S = 160ct/ 2 oz 22524	PB=NB OR=NB CC=\$43.80 S=\$41.65 DAVID'S PB= NB OR= NB CC= 160/ 2 oz 51316 SPO S= 160/ 2 oz 51317 SPO	NB	PB - GINSBURG OR - GINSBURG CC - RENZI S - RENZI
95	Cookie Dough - 1 oz. Preformed Peanut Butter Oatmeal Raisin Chocolate Chip Sugar	180/cs - 1 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	PB=NB OR=NB CC=\$34.25 S=NB DAVID'S 252/ 1.33 oz CC = 22531	PB=NB OR=\$36.35 CC=\$33.55 S = \$36.40 DAVID'S OR= 51632 (324/ 1oz) CC= 51633 (324/ 1oz) SPO S = 51650 (324/ 1oz) SPO	NB	PB - NB OR - RENZI CC - RENZI S - RENZI
96	Pie Crust - Pre-made	10"	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$25.85 CHEF PIERRE 20/10" 4800	\$24.95 TABLE TALK 20/ 10" UNBAKED 48006	NB	RENZI
97	Pies - Apple & Pumpkin Thaw & Serve	10"	PRICE BRAND SIZE/UNITS PRODUCT #	NB	A=\$42.95 P=\$39.99 CHEF PIERRE 6/ 10" A=3535 P=4235	A=\$41.25 P=\$37.19 CHEF PIERRE & FOXTAIL 6/ 10" 6/ 43 oz A=(CP)48336 P=(FT)48199	NB	A - RENZI P - RENZI
98	Pies - Cherry & Lemon Meringue Thaw & Serve	10"	PRICE BRAND SIZE/UNITS PRODUCT #	NB	C=\$45.95 LM=\$42.25 CHEF PIERRE C=3780 (UNBKD)-*NE LM=3985 6/10"	C=\$51.45, L=\$39.99 CHEF PIERRE 6/10" 6/ 36 oz C=48338 L=48141	NB	C - RENZI LM - RENZI
99	Pies - Banana Cream Thaw & Serve	6/ 27 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$44.30 CHEF PIERRE 4/ 10" 3660	\$37.15 CHEF PIERRE 6/ 10" 6/ 27 oz 48176	NB	RENZI

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100	Pies - Chocolate Cream Thaw & Serve	6/ 27 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$34.00 CHEF PIERRE 6/ 10" 3850	\$33.79 CHEF PIERRE 6/ 10" 48089	NB	RENZI
101	Blueberries - Frozen	10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$29.25 WYMAN 2/ 5# 45655	\$20.90 PACKER 2/ 5# 45236	NB	RENZI
102	Strawberries - Frozen	6/ 6#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$59.99 REGAL 6/ 6.5# 45755	\$62.90 PACKER 6/ 6.5# 45175	\$57.50 REGAL 6/ 6.5# 4010090	SMITH
FRUITS / VEGETABLES - CANNED								
103	Applesauce - unsweetened	GRADE A 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$20.45 APPLESNAX 6/ #10 26290	\$23.05 PACKER 6/ #10 65045	\$21.65 DOLLY 6/ #10 4062071	GINSBURG
104	Applesauce - natural/ unsweetened	72/ 4 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$23.95 MUSSELMAN 72/ 4.5 oz 43222	\$22.50 ZEE ZEE'S 96/ 4.5 oz 64153	NB	RENZI
105	Apricots - Halves	GRADE A 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$36.60 PORT ROYAL 6/ #10 43330	\$34.40 PACKER 6/ #10 11266	\$33.96 SUNFIELD 6/ #10 4062005	SMITH
106	Beets - Diced - Canned	Grade B 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$20.75 SUNNY FARM 6/ #10 90545	\$26.66 LIBBY 6/ #10 62067	\$18.98 COUNTRY FARM 6/ #10 4050036	SMITH
107	Beets - Sliced Pickled	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$31.75 HANOVER 6/ #10 90650	\$30.10 PACKER 6/ #10 62065	NB	RENZI
108	Corn	Grade B 6/ #10/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$24.20 LIBBY 6/ #10 91630	\$22.96 PACKER 6/ #10 62042	\$22.92 ATLANTIC 6/ #10 4050090	SMITH
109	Corn - Creamed	6/ #10/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$34.95 SUNNY FARM 6/ #10 91490	\$31.99 PACKER 6/ #10 62035	NB	RENZI

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110	Cranberry Sauce	6 /#10/ cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$39.95 OCEAN SPRAY 6/ 101 oz Jug 43610	\$42.00 RUBY KIST 6/ #10 47037	NB	GINSBERG
111	Fruit Mix - Light Syrup	GRADE A 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$32.25 AMBROSIA (NOT GRADE A) 6/ #10 43785 *-NE	\$30.00 PACKER 6/ #10 64023	\$28.44 DOLLY (NATURAL JUICE) 6/ #10 4062070	SMITH
112	Fruit Mix - Cup in Juice	72/ 4 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$37.45 AMBROSIA 96/ 4 oz 43828	\$16.40 DOLE 36/ 4 oz 46233	NB	GINSBERG
113	Fruit Salad - Tropical	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$46.95 DOLE 6/ #10 43920	\$27.25 PACKER 6/ #10 64030	\$27.24 DOLLY 6/ #10 4062073	RENZI SMITH
114	Green Beans - Canned	Grade B 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$24.45 PORT ROYAL 6/ #10 89590	\$22.14 PACKER 6/ #10 60093	NB	RENZI
115	Kidney Beans	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$21.45 SUNNY FARM 6/ #10 90020	\$22.99 PACKER 6/ #10 62000	\$23.05 ATLANTIC 6/ #10 4050041	GINSBERG
116	Black Beans - NOT SEASONED	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$19.45 HANOVER 6/ #10 89545	\$23.97 FURMANO 6/ #10 62023	NB	GINSBERG
117	Mandarin Oranges	Grade B 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$23.99 PORT ROYAL IN LITE SYRUP 6/ #10 44170	\$26.19 PACKER 6/ #10 66031	\$29.90 DOLLY (WHOLE) 6/ #10 4062065	GINSBERG
118	Mushrooms - Stems & Pieces	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$33.25 PACKER LABEL 6/ #10 91880	\$32.99 PACKER 6/ #10 68024	\$36.50 ATLANTIC 6/ #10 4050501	RENZI
119	Northern Beans	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$23.95 FURMANO 6/ #10 89950	\$23.90 PACKER 6/ 110 OZ 62098	NB	RENZI

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120	Peaches - Fruit Cup in Juice	72/ 4 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$36.75 AMBROSIA 96/ 4 oz 44348	\$16.40 DOLE 36/ 4 oz 46234	NB	GINSBURG
121	Peaches - Slices - In Juice	GRADE A 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$37.50 SENECA 6/ #10 44531 NOT GRADE A*NE	\$51.70 PREMIUM 6/ #10 64009	\$28.24 DOLLY 6/ #10 4057056	SMITH
122	Peaches - Diced - In Juice	GRADE A 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$38.75 PORT ROYAL 6/ #10 44536 NOT GRADE A*NE	\$36.55 PREMIUM 6/ #10 64013	\$29.45 DOLLY 6/ #10 4057066	SMITH
123	Pears - Slices - In Juice	GRADE A 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$37.95 PORT ROYAL 6/ #10 44921 NOT GRADE A*NE	\$26.80 PREMIUM 6/ #10 64011	\$27.25 DOLLY 6/ #10 4057106	RENZI
124	Pears - Diced - In Juice	GRADE A 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$36.60 SENECA 6/ #10 44741 NOT GRADE A*NE	\$26.15 AMBROSIA 6/ #10 64012	\$27.20 DOLLY 6/ #10 4057116	RENZI
125	Peppers - Sliced Red/ Green Canned	Grade B 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$24.99 CLASSIC 6/ #10 92442	\$24.99 PACKER 6/ #10 60095	\$28.45 PACKER 6/ #10 4050525	GINSBURG RENZI
126	Peppers - Red & Green & Onion Strips - Canned	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$42.45 FURMANO 6/ #10 92445	\$41.49 FURMAN'S 6/ #10 60096	NB	RENZI
127	Pie Filling - Apple & Blueberry	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	A=\$26.95, B=\$41.50 LUCKY LEAF 3/ 116 OZ A=73673, B=73702	A=\$46.45, B=\$65.99 PACKER 6/ #10 A=73066, B=73067	NB	A - RENZI B - RENZI
128	Pineapple - Chunks	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$28.95 AMBROSIA 6/ #10 44975	\$40.10 DOLE 6/ #10 46230	\$28.99 DOLLY (TIDBITS) 6/ #10 4062460	GINSBURG
129	Potatoes - Au Gratin	6/ 2.5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$56.50 IDAHO 12/ 20.35 oz 93115	\$53.70 IDAHOAN 12/ 20.35 oz 34161	NB	RENZI

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130	Potatoes - Instant Complete w/ Milk	US #1 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$57.60 BASIC 6/ #10 93276	\$53.95 BASIC AMERICAN 6/ 5.75# 35016	\$53.25 BASIC AMERICAN 6/ #10 5000022	SMITH
131	Potatoes - Scalloped	6/ 2.5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$57.08 IDAHO 12/ 20.35 oz 93135	\$54.50 IDAHOAN 12/ 20.35 oz 34165	NB	RENZI
132	Potatoes - Small White	Grade B 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$25.65 PORT ROYAL 6/ #10 Medium 93564	\$26.96 LIBBY 6/ #10 62080	\$24.99 PACKER 6/ #10 4050120	SMITH
133	Potatoes - Diced	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$31.50 LIBBY 6/ #10 93480	\$28.70 PACKER 6/ #10 62084	\$27.50 PACKER 6/ #10 4050015	SMITH
134	Raisins	30# Bag	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$29.00 THOMPSON-YELLOW FM 1/ 10# 45580	\$28.07 FRESH GOURMET 1/ 10# 73231	NB	RENZI
135	Raisins - Snack Size boxes	Snack Size 1.5 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$29.95 CHAMPION 24/ 6/ 1.5 oz 45550	\$36.50 ZEE ZEE'S 144/ 1.33 oz 92392	NB	GINSBERG
136	Rice - Parboiled	25#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$14.35 PAR EX 1/ 25# 94665	\$13.80 PRODUCERS 1/ 25# 66014	\$14.25 DELTA STAR 1/ 25# 6001500	RENZI
137	Rice - Brown Rice - Parboiled Not Instant	NOT PRODUCERS 25#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$14.35 PAR EX 1/ 25# 94940	\$14.95 PRODUCERS 1/ 25# 65002	NB	GINSBERG
138	Rice - Pilaf	6/ #5	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$27.50 PAR EX 6/ 36 oz 94880	\$26.36 UNCLE BENS 6/ 2.5# 65007	\$22.25 NEAR EAST 6/ 2.25 # 5502850	SMITH
139	Sweet Potatoes - Whole	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$52.50 MOYDUN 6/ #10 93450	\$26.99 PREMIUM 6/ #10 92369 Imported	NB	RENZI

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140	Sauerkraut	2 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$15.99 PATRIOT 1/2 gal 93680	NB	NB	GINSBERG
141	Tomatoes - Diced	Grade B 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$19.65 FURMANO 6/ #10 89005	\$19.99 FURMAN'S 6/ #10 56988	NB	GINSBERG
142	Tomatoes - Stewed	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$20.99 FURMANO 6/ #10 89260	\$24.82 FURMAN'S 6/ #10 56970	NB	GINSBERG
143	Tomatoes - Crushed	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$19.70 FURMANO 6/ #10 88510	\$18.15 PREMIUM 6/ #10 57016	NB	RENZI
144	Tomato Sauce	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$21.15 SUNSOURCE 6/ #10 88375	\$21.34 RED PACK 6/ #10 57055	NB	GINSBERG
145	Tomato Sauce - Low Sodium	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$21.95 BELLA VISTA 6/ #10 57021	NB	RENZI
146	Tomato - Paste	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$39.45 RED PAK 6/ #10 88705	\$35.30 PACKER 6/ #10 59085	NB	RENZI
147	Wax Beans - Short Cut	Grade B 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$26.65 SUNNY FARM 6/ #10 90125	\$26.40 PACKER 6/ #10 62022	NB	RENZI

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SALAD DRESSINGS								
148	Dressing - Buttermilk Ranch	KEN'S 4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$34.90 KEN'S 4/ 1 gal 30980	\$33.05 KEN'S 4/ 1 gal 56075	NB	RENZI
149	Dressing - French	KEN'S 4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$31.25 KEN'S 4/ 1 gal 30120	\$30.15 KEN'S 4/ 1 gal 56045	NB	RENZI
150	Dressing - Separating Italian	KEN'S 4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$39.05 KEN'S 4/ 1 gal 30925	\$37.60 KEN'S 4/ 1 gal 56038	NB	RENZI
151	Dressing - Golden Italian	KEN'S 4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$29.50 KEN'S 4/ 1 gal 30830	\$28.35 KEN'S 4/ 1 gal 56035	NB	RENZI
152	Dressing - Golden Italian Low Sodium	KEN'S 4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB
153	Dressing - Cole Slaw	KEN'S 4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$36.00 KEN'S 4/ 1 gal 30035	\$35.40 KEN'S 4/ 1 gal 56079 - SPEC ORDER	NB	RENZI
154	Dressing - Honey Mustard	KEN'S 4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$41.40 KEN'S 4/ 1 gal 30421	\$39.79 KEN'S 4/ 1 gal 56054	NB	RENZI
155	Dressing - Italian Individual Packets	500 ct	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$6.30 PIKNIK 200 ct 30592	\$6.15 PACKER 200 ct 66225	NB	RENZI
156	Dressing - Thousand Island	KEN'S 4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$32.80 KEN'S 4/ 1 gal 31200	\$32.89 KEN'S 4/ 1 gal 56168 - SPEC ORDER	NB	GINSBERG
157	Dressing - Italian Packets Dry Mix	12/ 7.6 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$29.35 FOOTHILL FARM 12/ 7.6 oz 30655	\$28.15 FOOTHILLS 12/ 7.6 oz 28215	NB	RENZI

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CONDIMENTS - BAKING								
158	Barbecue Sauce	OPEN PIT 4/ 1 gal	PRICE: BRAND SIZE/UNITS PRODUCT #	NB	\$34.50 OPEN PIT 4/ 1 gal 32550	\$34.20 OPEN PIT 4/ 1 gal 57120	NB	RENZI
159	Bases - Beef PASTE ONLY	12/ 1#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$51.95 MAJOR 12/ 1# 76000	\$50.55 MAJORS 12/ 1# 57711	NB	RENZI
160	Bases - Beef - Low Sodium PASTE ONLY	12/ 1#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$45.00 MAJOR 6/ 1# 27902	\$55.75 MINORS 12/ 1# 58229 - SPEC ORDER	NB	RENZI
161	Bases - Chicken PASTE ONLY	12/ 1#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$51.00 MAJOR 12/ 1# 76270	\$58.45 MINORS 12/ 1# 58244 - SPEC ORDER	NB	GINSBERG
162	Bases - Chicken - Low Sodium PASTE ONLY	12/ 1#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$44.25 MAJOR 6/ 1# 27927	\$41.97 MINORS 6/ 1# 58228 - SPEC ORDER	NB	RENZI
163	Brownie Mix	HOSPITALITY 6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$34.95 HOSPITALITY 6/ 6# 7300	\$32.96 HOSPITALITY 6/ 6# 27959	NB	RENZI
164	Chocolate Chips - Semi-Sweet Morsels (Not Imitation)	25#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$68.20 HERSHEY 1/ 25# 86210	\$66.41 HERSHEY 1/ 25# 92200	NB	RENZI
165	Cocoa	5# Box	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$91.25 CARGIL 6/ 5# 18305	\$87.62 CARGILL 6/ 5# 92337	NB	RENZI
166	Dry Milk	6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$93.45 BAY VALLEY 6/ 5# 25263	\$91.70 STURM 6/ 5# 66017	NB	RENZI
167	Evaporated Milk	24/ 12 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$38.25 CARNATION 24/ 12 oz 25195	\$32.90 PACKER 24/ 12 oz 92176	NB	RENZI

Attachment: Food Bid Award - 4-1-21-9-30-21 (62-21 : Accept Bids/Authorize Purchase - Miscellaneous

CORTLAND COUNTY, NEW YORK
FOOD BID

FOR QUESTIONS: CALL (607) 753-5060
ALL DELIVERIES TO ARRIVE BETWEEN 7 AM AND 12 NOON

*NE= Not Equivalent

INCLUSIVE DATES: APR 1, 2021 - JUNE 30, 2021

FOOD

ITEM #	PRODUCT DESCRIPTION	SIZE/GRADE		WAFFLE WAFFLE DBA HAPPI FOODI	GINSBERG	RENZI FOOD SVC	SMITH PACKING	BID AWARD
168	Flour - 50#	50#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$15.45 SIR G 1/ 50# 86494 (ALL PURPOSE)	\$15.98 GENERAL MILLS 2/ 25# 10820	NB	GINSBERG
169	Flour - 8/ 5#	8/ 5# bag	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$13.75 GOLD MEDAL 8/ 5# 86410 (ALL PURPOSE)	\$13.95 GENERAL MILLS 8/ 5# 10819	NB	GINSBERG
170	Fryer Oil	5 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$24.50 PACKER LABEL 1/ 35# 63410	\$25.88 PACKER 5 gal (35#) 30201	\$22.80 MAGIC FRY 1/ 35# 6500520	SMITH
171	Garlic - Granulated	23 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$65.80 ASSAGIO 12/ 23 oz 83655	\$51.71 CF SAUER 6/ 25 oz 68002	\$5.75 EACH SMITH 1/ 20 oz 6011105	GINSBERG
172	Ketchup - Individual	500 pcs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$19.99 HUNT'S 1000 ct 87575	\$16.99 4 N 1 1000 ct 66238	NB	RENZI
173	Ketchup	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$23.25 HEINZ 6/ #10 87540	\$24.99 RED GOLD 6/ #10 57081	NB	GINSBERG
174	Lemon Juice	12/ 32 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$11.05 SUNFIELD 12/ 32 oz 50962	\$11.25 SUNFIELD 12/ 32 oz 46999	NB	GINSBERG
175	Mayonnaise	4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$25.95 MIKE'S AMAZING 4/ 1 gal 31751	\$24.25 PACKER 4/ 1 gal 56205	\$24.50 MIKE'S 4/ 1 gal 6507308	RENZI
176	Mayonnaise - Individual packets	200 pcs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$16.75 AMERICANA 500 CT 32069	\$16.25 AMERICANA 500 CT 66585	NB	RENZI
177	Muffin Mix - Blueberry Dry Powder Mix	6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$71.50 GOLD MEDAL 6/ 5# 8790	\$28.54 CM 6/ 5# 28424 - SPEC ORDER	NB	RENZI

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178	Muffin Mix - Cornbread Dry Powder Mix	6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$28.75 HOSPITALITY 6/ 5# 8885	\$26.50 HOSPITALITY 6/ 5# 28217	NB	RENZI
179	Mustard - Individual	500 pcs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$8.05 4 IN 1 500 pcs 32485	\$6.15 4 N 1 500 pcs 66223	NB	RENZI
180	Mustard	Grade B 4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$11.85 MIKE'S AMAZING 4/ 1 gal 32175	\$11.15 PACKER 4/ 1 gal 30058	\$11.25 MIKE'S 4/ 1 gal 6502701	RENZI
181	Pancake Mix - Complete	6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$23.65 GOLD MEDAL 6/ 5# 9150	\$23.45 GENERAL MILLS 6/ 5# 28111	\$22.92 JIFFY 1/ 50# * - NE 6000916	RENZI
182	Parsley Flakes	11 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$29.25 ASSAGIO 12/ 3 oz 84650	\$20.00 SAUER 3/ 10 oz 68273	\$8.74 SMITH 1/ 16 oz 6011232	SMITH
183	Pepper - Black	16 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$79.90 / \$6.66 ea ASSAGIO 12/ 16 oz 84790	\$40.92 SF SAUER 6/ 16 oz 69355	\$5.96 SMITH 1/ 16 oz 6011005	SMITH
184	Pepper - Black Individual Packets	200 ct	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$9.69 HAPPY 3000 CT 86595	\$7.76 PACKER 3000 CT 10095	NB	RENZI
185	Relish - Sweet Individual Packets	200 ct	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$7.59 4 IN 1 200 CT 73501	\$7.29 4 N 1 200 CT 66219	NB	RENZI
186	Relish - Sweet	4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$22.05 ADMIRATION 4/ 1 gal 73402	\$25.65 GIELOW 4/ 1 gal 60123	\$23.45 ADMIRATION 4/ 1 gal 6501180	GINSBURG
187	Salsa - Mild	4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$49.45 ROSARITA 4/ 1 gal 13164	\$42.50 DEI FRATELLI 4/ 1 gal 57096	NB	RENZI

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188	Salt	1#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$16.99 MORTON 24/ 26 oz 86731	\$16.90 PACKER 24/ 26 oz 93102	NB	RENZI
189	Salt - Individual Packets	200 ct	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$4.95 HAPPY 3000 CT 86840	\$4.56 PACKER 3000 CT 67056	NB	RENZI
190	Sour Cream - Individual Packets	200 pcs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$14.55 HOOD 100/ 1 oz 25590	\$13.99 HOOD 100/ 1 oz 25446	NB	RENZI
191	Sour Cream - Low Fat - Individual Packets	200 pcs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$17.15 LOL 100/ 1oz 25171 (FAT FREE)	NB	RENZI
192	Sour Cream - Low Fat	5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB
193	Speidie Sauce	4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB
194	Sugar - Granulated	50#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$32.45 DOMINO 1/ 50# 87045	\$31.00 PACKER 1/ 50# 68395	NB	RENZI
195	Sugar - Granulated	8/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$33.25 DOMINO 10/ 4# 87006	\$29.99 DOMINO 10/ 4# 68393	NB	RENZI
196	Sugar - Granulated Individual Packets	200 ct	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$13.95 G'S 2000 CT 87240	\$12.65 PACKER 2000 CT 67001	NB	RENZI
197	Sugar - Granulated Light Brown	12/ 2#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$27.95 DOMINO 12/ 2# 87150	\$26.85 PACKER 12/ 2# 11183	NB	RENZI
198	Sugar - Confectionary Sugar / 10x	12/ 2#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$27.95 DOMINO 12/ 2# 87185	\$26.75 PACKER 12/ 2# 92205	NB	RENZI

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199	Syrup - Maple Flavored	4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$21.25 PIKNIK 4/ 1 gal 60240	\$19.99 PACKER 4/ 1 gal 66242	\$26.90 PACKER 4/ 1 gal 6004180	RENZI
200	Syrup - Maple Flavored - SUGAR FREE	12/ 16 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$24.99 SMUCKER'S 12/ 14.5 oz 60245	\$20.72 PACKER 12/ 12 oz 75175	NB	GINSBERG RENZI
201	Tartar Sauce - Individual Packets	200 pcs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$11.80 FLAVOR FRESH 200 pcs 33455	\$7.55 4 N 1 200 pcs 66234	NB	RENZI
202	Teriyaki Sauce	4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$53.25 KIKKOMAN 4/ 1 gal 12950	\$46.15 KIKKOMAN 4/ 1 gal 37293	NB	RENZI
203	Vanilla - Imitation	1 qt (32 oz)	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$20.50 CF SAUER 6/ 32 oz 85644	NB	NB	GINSBERG
204	Vegetable Oil	6/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$34.30 ADMIRATION 6/ 1 gal 63280	\$37.79 PACKER 6/ 1 gal 30088-SPEC ORDER	\$34.75 PACKER 6/ 1 gal 6500625	GINSBERG
205	Vinegar - Cider	4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$8.90 MIKE'S AMAZING 4/ 1 gal 33670	\$9.75 PACKER 4/ 1 gal 56164	\$8.95 PACKER 4/ 1 gal 6502655	GINSBERG
206	Vinegar - White	4/ 1 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$8.10 MIKE'S AMAZING 4/ 1 gal 33810	\$6.90 PACKER 4/ 1 gal 56100	\$6.82 PACKER 4/ 1 gal 6502650	SMITH
GROCERIES - MISC.								
207	Cereal - Bran Flakes	14-18 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$24.75 KELLOGGS 6/ 18.3 OZ 75491	NB	RENZI
208	Cereal - Corn Flakes	10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$15.75 HOSPITALITY 4/ 35 oz 11130	\$14.20 HOSPITALITY 4/ 35 oz 76255	NB	RENZI

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209	Cereal - Farina	50# bag	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$19.65 MALT-O-MEAL 12/ 28 oz 11347	NB	NB	GINSBERG
210	Cereal - Fruit Loops/ equivalent	4/ 32 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$17.59 HOSPITALITY 4/ 35 oz 11350	\$17.75 GILSTER 4/ 35 oz SPEC ORDER 92336 Order by Layers	NB	GINSBERG
211	Cereal - Grits	6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$28.00 QUAKER 8/ 5# 11655	\$31.19 QUAKER 8/ 5# 84183 - SPEC ORDER	NB	GINSBERG
212	Cereal - Lucky Charms/ equivalent	4/ 32 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$18.39 HOSPITALITY 4/ 35 oz 11365	\$19.05 HOSPITALITY 4/ 35 oz 76257	NB	GINSBERG
213	Cereal - Raisin Bran	6/ 36 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$29.50 MALT-O-MEAL 6/ 36 oz 11815	\$18.99 HOSPITALITY 4/ 35 oz 76243	NB	RENZI
214	Cereal - Cream of Rice	12/ 28 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$52.09 B&G 12/ 28 oz 11165	\$51.88 B&G 12/ 28 oz 84116 - SPEC ORDER	NB	RENZI
215	Cereal - Rolled Oats - Quick	12/ 42 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$27.90 MALT-O-MEAL 12/ 42 oz 11697	\$28.45 MALT-O-MEAL 12/ 42 oz 85522	NB	GINSBERG
216	Cereal - Old Fashion Quick Oats	50# bag	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$29.95 ROBINSON 1/ 50# 11800	\$28.75 GILSTER 1/ 50# 92322	NB	RENZI
MISC. GROCERIES								
217	Apples - Slices Individual Packets	4 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB
218	Apples - Diced In Water	5 gal	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB

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CORTLAND COUNTY, NEW YORK

FOOD BID**INCLUSIVE DATES: APR 1, 2021 - JUNE 30, 2021**

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ALL DELIVERIES TO ARRIVE BETWEEN 7 AM AND 12 NOON**FOOD**

ITEM #	PRODUCT DESCRIPTION	SIZE/GRADE		WAFFLE WAFFLE DBA HAPPI FOODI	GINSBURG	RENZI FOOD SVC	SMITH PACKING	BID AWARD
219	Black Eyed Peas	#10 can	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$31.95 BUSH'S 6/ #10 78867 - SPEC ORDER	\$26.85 BUSH'S 6/ 111 oz 62034	NB	RENZI
220	Bush's Baked Beans	BUSH'S 6/ #10 cans	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$38.25 BUSH'S 6/ #10 90235	\$36.59 BUSH'S 6/ #10 57004	NB	RENZI
221	Cooking Spray	6/ 17 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$18.55 PAM 6/ 17 oz 64155	\$17.85 PACKER 6/ 17 oz 66424	NB	RENZI
222	Coffee	11.5 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$120.95 BEAR MOUNTAIN 24/ 14 oz 17506	\$112.95 PAUL DE LIMA 24/ 14 oz 71105	NB	RENZI
223	Coffee - Decaffeinated	11.5 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$125.95 BEAR MOUNTAIN 24/ 14 oz 17521	\$110.95 PAUL DE LIMA 24/ 12 oz 70988 - SPEC ORDER	NB	GINSBURG
224	Coffee Creamer - Individual Packets	200 ct	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$14.15 HOOD 360/ .38 OZ 24659	\$15.06 HOOD 360/ .38 OZ 67179	NB	GINSBURG

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FOOD

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225	Craisins - Small Individual bags	1 or 1.5 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$49.99 OCEAN SPRAY (STRAWBERRY) 200/ 1.16 oz 45582	\$48.05 OCEAN SPRAY 200/ 1.16 oz 64134	NB	RENZI
226	Cranberries - Dried	BULK	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$20.99 THOMPSON YELLOW FM 1/ 5# 45480	\$19.99 FRESH GOURMET 1/ 5# 73094	NB	RENZI
227	Egg Noodles - Wide Enriched	VILLA FRIZZONI 10# Box	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$14.25 ZEREGA 2/ 5# 52770	\$12.35 ASSIAGO 1/ 10# 84082	NB	RENZI
228	Egg Noodles - Extra Wide Enriched	VILLA FRIZZONI 10# Box	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$14.25 ZEREGA (1/2" WIDE) 2/ 5# 52770	\$13.90 ZEREGA (1/2" WIDE) 2/ 5# 76883	NB	RENZI
229	Egg Noodles - Wide Enriched Whole Grain	10# Box	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB
230	Fig Bar - Individual Pkgs	Individual Packages	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$49.45 NBC 120/ 2 oz 22050	\$47.99 NABISCO 120/ 2 oz 72051	NB	RENZI
231	Fig Bar - 10 oz Pkgs	10 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB
232	Garbonzo Beans	#10 can	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$20.95 HANOVER 6/ #10 91385	\$23.32 PACKER 6/ 105 oz 62059	NB	GINSBERG
233	Grapes - Individual Packets	4 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB

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234	Grape Jelly	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$43.95 CARRIAGE HOUSE 6/ #10 48720	\$41.35 POLANER 6/ 132 oz 91435	NB	RENZI
235	Lentil	20# box	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$24.35 JACK RABBIT 24/ 1# 94431	\$23.19 JACK RABBIT 24/ 1# 95415	NB	RENZI
236	Pasta - Elbow	VILLA FRIZZONI 10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$18.35 BARILLA 2/ 10# 52525	\$10.45 ASSIAGO 1/ 20# 84073	\$11.25 CLASSICO 2/ 10# 6000111	RENZI
237	Pasta - Elbow Whole Grain	10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$22.95 BARILLA 2/ 10# 52533	\$23.43 BARILLA 2/ 10# 74261	NB	GINSBERG
238	Pasta - Spiral ROTINI	VILLA FRIZZONI 20#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$19.65 ZEREGA 2/ 10# 53095	\$11.40 ASSIAGO 1/ 20# 84083	\$11.90 CLASSICO 2/ 10# 6008020	RENZI
239	Pasta - Spiral Whole Grain ROTINI	10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$22.95 BARILLA 2/ 10# 52906	\$23.43 BARILLA 2/ 10# 74262	NB	GINSBERG
240	Pasta - Ziti	VILLA FRIZZONI 20#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$19.95 ZEREGA 2/ 10# 53235	\$12.75 OBA 2/ 10# 84074	\$12.90 PASTA CITY 2/ 10# 6001050	RENZI
241	Peanut Butter	6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$37.95 PACKER LABEL 6/ 5# 59684	\$36.75 NUT N BETTER 6/ 5# 92542	NB	RENZI
242	Potato Chips	8/ 1#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$15.85 LAY'S 6/ 1# 62290	\$14.70 LAY'S 6/ 1# 77552	\$14.35 HERRS 6/ 1# 6000065	SMITH
243	Prunes - Dried - Snack Size	Snack Size 10 cases	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB

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244	Graham Crackers - Individual Pkgs	Individual Packages	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$18.99 KEEBLER (HONEY) 200/ 2 ct 19702	\$20.35 NABISCO 200/ 2 ct 28125	NB	GINSBERG
245	Teddy Grahams - Whole Wheat Individual Bags	1 or 2 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$20.69 NBC (CINNAMON) 48/ 1 oz 19787	NB	NB	GINSBERG
246	Ritz Crackers	10 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$21.95 RITZ 20/ 3.8 oz 20197	\$21.19 RITZ 20/ 3.8 oz 72020 - SPEC ORDER	NB	RENZI
247	Saltine Crackers	500/ 2 pk	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$10.75 SUNSHINE 500/ 2 ct 20300	\$11.00 SUNSHINE 500/ 2 ct 73314	NB	GINSBERG
248	Sesame Seeds	BULK	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	\$29.40 CF SAUER 6/ 1# 68319 - SPEC ORDER	NB	RENZI
249	Soup - Tomato	12/ 50 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$37.65 CAMPBELL'S 12/ 50 oz 80010	\$31.25 CAMPBELL'S 12/ 50 oz 11890	NB	RENZI
250	Split Peas	20#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$17.95 JACK RABBIT 1/ 20# 94606	\$20.71 JACK RABBIT 24/ 1# 62009	NB	RENZI
251	Taco Shells (hard)	200 ct	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$12.85 TYSON 200 ct 13172	\$12.75 MEX ORIGINAL 200 ct 60052	NB	RENZI
252	Taco Seasoning	5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$14.30 FOOTHILL FARMS 1/ 5# 13205	\$14.40 FOOTHILLS 1/ 5# 56683	NB	GINSBERG
253	Tea Bags - Individually Wrapped w/string 100 count	10/ 100 ct	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$25.65 REFLECTIONS 10/ 100 ct 17695	\$26.70 PACKER 10/ 100 ct 71401	NB	GINSBERG
254	Ice Tea Bags	4/ 24 oz bags	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$13.15 REFLECTIONS 4/ 24/ 1 oz 18002	NB	NB	GINSBERG

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ITEM #	PRODUCT DESCRIPTION	SIZE/GRADE		WAFFLE WAFFLE DBA HAPPI FOOD!	GINSBURG	RENZI FOOD SVC	SMITH PACKING	BID AWARD
255	Whipped Topping - ready to use - in plastic sleeve	12/ 16 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$43.80 RICH'S 12/ 16 oz 25770	\$41.10 RICH'S 12/ 16 oz 10304	NB	RENZI
256	Pudding - Canned Vanilla Chocolate Butterscotch Tapioca	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$33.45 HIGHLAND 6/ #10 V=47780, C=47680 B=47610, T=47750	V=\$24.39, C=\$24.05 B=\$25.99, T=\$31.35 PACKER (6/ #10) V=73192, C=73191 B=73193, T=73196	V=\$24.49 C=\$24.49 PRINCIPLES CHOICE (6/ #10) V=6503019 C=6503017	V - RENZI C - RENZI B - RENZI T - RENZI
257	Pudding - Powdered - Cooked - Not Instant Vanilla - Chocolate Butterscotch - Tapioca	12/ 24 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$34.25 V & C=HIGHLAND, B=HOSPITALITY INSTANT 12/24 OZ *-NE	V=\$25.99, C=\$24.99, B=\$26.25 HOSPITALITY 12/ 24 oz V=28477, C=28585, B=28586	NB	V - RENZI C - RENZI B - RENZI T - NB
258	Jello - All Flavors	12/ 24 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$30.69 CLABBER GIRL 12/ 24 oz ASST CITRUS=45887 LIME=46196 ASST RED=45922 RASP=46412 CHERRY=46056 OR=46272	RASP & STRAW= \$27.99 PACKER 12/ 24 oz R=28256 S=28279	NB	RASPERRY- RENZI STRAWBERRY- RENZI ASST.CITRUS-GINSBERG ASST. RED-GINSBERG LIME-GINSBERG CHERRY-GINSBERG ORANGE-GINSBERG
259	Pizza Sauce	6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$19.95 FURMANO 6/ #10 88130	\$19.04 PACKER 6/ #10 57051	NB	RENZI
260	Spaghetti Sauce	CONTADINA 6/ #10	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$38.45 CONTADINA 6/ #10 88240	\$35.95 CONTADINA 6/ 105 oz 56971	NB	RENZI
261	Spaghetti - Thin	NOT 1# PKGS 2/ 10#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$12.20 PORT ROYAL 1/ 20# 53005	\$13.30 PACKER 1/ 20# 84072	NB	GINSBURG
262	Stuffed Peppers	4/ 83 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$78.85 AWARD 4/ 83 oz 34742	\$59.55 STOUFFERS 4/ 83 oz 35161	\$62.85 STOUFFERS 4/ 5.19# 5014053	RENZI
263	Whole Wheat Wraps	10 in / 72 cs	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$19.95 FATHER SAM'S 8 in / 12/ 12 ct 13054	\$20.99 FATHER SAM'S 12/ 12 ct 60296	NB	GINSBURG
264	Biscuit Mix	HOSPITALITY 6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$27.15 HOSPITALITY 6/ 5# 7260	\$24.05 HOSPITALITY 6/ 5# 28237	NB	RENZI

Attachment: Food Bid Award - 4-1-21-9-30-21 (62-21 : Accept Bids/Authorize Purchase - Miscellaneous

CORTLAND COUNTY, NEW YORK
FOOD BID

FOR QUESTIONS: CALL (607) 753-5060
ALL DELIVERIES TO ARRIVE BETWEEN 7 AM AND 12 NOON

*NE= Not Equivalent

INCLUSIVE DATES: APR 1, 2021 - JUNE 30, 2021

FOOD

ITEM #	PRODUCT DESCRIPTION	SIZE/GRADE		WAFFLE WAFFLE DBA HAPPI FOODI	GINSBERG	RENZI FOOD SVC	SMITH PACKING	BID AWARD
265	Biscuit Mix - Whole Wheat	6/ 5#	PRICE BRAND SIZE/UNITS PRODUCT #	NB	NB	NB	NB	NB
JUICE								
266	Juice - Cranberry	8/ 64 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$26.40 OCEAN SPRAY 8/ 64 oz 50065	\$28.99 RUBY KIST 8/ 64 oz 47083	NB	GINSBERG
267	Juice - Breakfast - Orange CONCENTRATE	12/ 32 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$28.35 SUNCUP 12/ 32 oz 51320	\$28.65 SUN CUP 12/ 32 oz 47003	\$35.95 GREG PACK 12/ 32 oz 4010000	GINSBERG
268	Juice - K-Pak Orange Juice **MUST BE WAXED CARTON**	70/ 4 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$9.39 SUNCUP 70/ 4 oz 51295	\$9.15 SUN CUP 70/ 4 oz 47021	NB	RENZI
269	Juice - Tomato	8/ 46 oz	PRICE BRAND SIZE/UNITS PRODUCT #	NB	\$14.30 SACRAMENTO 8/ 46 oz 51957	\$13.15 CAMPBELLS 6/ 46 oz 11395	NB	GINSBERG

*NE - NOT EQUIVALENT

Attachment: Food Bid Award - 4-1-21-9-30-21 (62-21 : Accept Bids/Authorize Purchase - Miscellaneous

CORTLAND COUNTY, NEW YORK
BID: MILK AND DAIRY PRODUCTS

QUESTIONS: CALL (607)753-5061

INCLUSIVE DATES: APR. 1, 2021 - SEPT. 30, 2021

(6 Month Bid due to COVID-19)

ITEM #	PRODUCT DESCRIPTION	SIZE	EST. QUANTITY	UPSTATE		BILL BROS		HOOD	
				BID	TOTAL	BID	TOTAL	BID	TOTAL
MILK									
1	MILK - 1% Fortified Vit D	1 Gal.	2100	NB	\$0.00	\$3.2328	\$6,788.88	NB	\$0.00
2	MILK - Whole	1 Gal	210	NB	\$0.00	\$3.5528	\$746.09	NB	\$0.00
3	MILK - 1% Fortified Vit D	1/2 Pint	90,000	NB	\$0.00	\$0.2785	\$25,065.00	NB	\$0.00
4	MILK - Whole	1/2 Pint	55,000	NB	\$0.00	\$0.2985	\$16,417.50	NB	\$0.00
5	MILK - Skim	1/2 Pint	55,000	NB	\$0.00	\$0.2695	\$14,822.50	NB	\$0.00
DAIRY PRODUCTS									
6	YOGURT - Strawberry, Vanilla & Plain	32 oz.	# Cases 15	NB	\$0.00	\$3.4500	\$51.75	NB	\$0.00
7	COTTAGE CHEESE Low Fat/ Large Curd	5#	# Cases 40	NB	\$0.00	\$9.3525	\$374.10	NB	\$0.00
	TOTAL BID				\$0.00		\$47,848.32		\$0.00

***** **MUST BE ABLE TO DELIVER** *****

TO COUNTY JAIL ON MONDAY, WEDNESDAY & FRIDAY

& TO CORTLAND NUTRITION PROGRAM ON MONDAY & THURSDAY

***** **BID AWARDED TO BILL BROS. DAIRY, CORTLAND, NY** *****

Attachment: Milk and Dairy Bid Award - 4-1-21-9-30-21 (63-21 : Accept Bids/Authorize Purchase - Milk

CORTLAND COUNTY, NEW YORK
 BID: DISPOSABLE PAPER SUPPLIES & MAINTENANCE PRODUCTS

INCLUSIVE DATES: APRIL 1, 2021 - SEPT 30, 2021

(6 MONTH BID DUE TO COVID-19)

ALL DELIVERIES TO ARRIVE BETWEEN 7 AM AND 12 NOON

ITEM #	PRODUCT DESCRIPTION	SIZE / GRADE	NO BID ALL AMERICAN POLY	CENTRAL POLY BAG CORP.	ECONOMY PRODUCTS	HILL & MARKES	HUMMEL'S	INTERBORO PACKAGING	MCDONALD PAPER	OLIVER PACKAGING	RENZI FOOD SERVICE	SAM TELL & SON	SANICO	NO BID SMITH PACKING CO.	UNIPAK	W.B. MASON	BID AWARD
FILM / FOIL																	
1	Cutter Box Film 18" x 2000 ft	REYNOLDS	NB	NB	\$14.34 CFRTO RL 182000	\$14.83 REYNOLDS 18"x2000' REY914	\$17.00 EMPRESS 18"x2000' EFF182	NB	\$12.99 MARKETPRO 2000' roll 182000	NB	\$14.55 COMPANIONS 72316	\$10.75 ANCHOR roll 7303282	\$19.10 EMPRESS 18x2000 12182	NB	NB	\$22.22 REYNOLDS 18"x2000' RFP914	HILL & MARKES
2	Cutter Box Film 12" x 2000 ft	REYNOLDS	NB	NB	\$11.61 CFRTO RL 122000	\$9.40 REYNOLDS 12"x2000' REY910	\$12.50 EMPRESS 12"x2000' EFF122	NB	\$10.99 MARKETPRO 2000' roll 122000	NB	\$9.90 COMPANIONS 12X2000 72315	\$15.44 ANCHOR roll 7303222	\$13.35 PRIME SOURCE 12x2000 12910M	NB	NB	\$15.49 REYNOLDS 12"x2000' RFP910	HILL & MARKES
3	Cutter Box Foil 12" x 1000 ft	REYNOLDS	NB	NB	NB	\$18.53 REYNOLDS 12"x1000' REY611	\$23.00 EMPRESS 12"x1000' E121S	NB	\$16.49 CRYSTAL 1000' roll 611	NB	\$21.75 PACKER 77308	\$23.97 WESTERN PLASTICS roll 221P	\$32.90 HFA INC 12x1000 1211203	NB	NB	\$28.68 REYNOLDS 12"x1000' RFP611	HILL & MARKES
4	Cutter Box Foil 18" x 1000 ft	REYNOLDS	NB	NB	NB	\$41.26 REYNOLDS 18"x1000' REY625	\$34.00 EMPRESS 18"x1000' E181S	NB	\$18.99 CRYSTAL 500' roll 624R	NB	\$36.25 PACKER 77019	\$39.59 WESTERN PLASTICS roll 281P	\$53.90 NOVA 18x1000 12N1810005	NB	NB	\$37.38 REYNOLDS 18"x1000' RFP625	W.B. MASON
BAGS																	
5	Zip Top Storage Baggies Quart	12/ cs	NB	NB	\$37.05 ZIP LOC 500 ct P.S.	\$17.40 ROYAL 500/ cs ROYZBQ78	\$14.25 GENUINE JOE 500 ct 11576	NB	\$13.49 UNBRANDED 500/ cs ZB	NB	\$17.50 HANDGARDS 500 ct 91089	\$37.64 SC JOHNSON 500/ cs 15200059	NB	NB	NB	\$16.75 LADDAWN 1000 ct LDD3626A	W.B. MASON
6	Zip Top Storage Baggies Gallon	12/ case	NB	NB	\$32.57 ZIP LOC 250/ cs P.S.	\$13.04 ROYAL 250/ cs ROYZBG1011	\$14.00 GENUINE JOE 250 ct 11577	NB	\$14.99 ZIPLOC 250/ cs ZB1011	NB	\$20.45 HANDGARDS 250 ct 91091	\$31.34 SC JOHNSON 250/ cs 682257	NB	NB	NB	\$36.99 LADDAWN 1000 ct LDD3655A	W.B. MASON
7	Sandwich Bags 6" x 7" Wet Wax	24/500/cs	NB	NB	NB	NB	\$110.00 FISCHER 6000/ cs 514	NB	\$85.99 ATLAS 6/ 100 SANB	NB	\$18.57 HANDGARDS 2000 ct 96750	\$119.90 BAGCRAFT 6000/ cs 300404	NB	NB	NB	\$89.62 BROWN PAPER 24/ 500/ cs BWN710	W.B. MASON
8	Paper Bags (Brown) 10 # ***HUSKY***	1000/ bale (2/500) HUSKY	NB	NB	\$15.50 DURO 400 #10 HUSK	NB	\$17.00 DURO 400/BL HUSKY 70210	NB	\$35.99 DURO 2/400 (800/bale) 63217	NB	NB	15.89 DURO BAG 500/ bale 18410	NB	NB	NB	\$14.12 DURO 500 ct BAGGK10500	W.B. MASON
9	Paper Bags (Brown) 20 # ***HUSKY***	1000/ bale (2/500) HUSKY	NB	NB	\$27.98 DURO 400 #20 HUSKY	NB	\$21.25 DURO 400/BL HUSKY 70220	NB	\$50.99 DURO 2/400 (800/bale) 63223	NB	\$25.54 DURO 400 ct 93255	\$24.67 DURO BAG 500/ bale 18420	NB	NB	NB	\$20.77 DURO 400 DUM20HTK	SAM TELL & W.B. MASON
PAPER PRODUCTS																	
10	Lunch Napkins 13" x 13"	6000/ cs	NB	NB	\$27.05 NP 6000/ cs LN6000	\$23.44 MORCON 13x11 6000/cs MOR1250MS	\$32.00 EMPRESS 6000/ cs LN125001	NB	\$25.99 CLEEN SOFT 6000/ cs LNAP	NB	\$30.19 EMPRESS 11.5x12.5 12/500 ct 93252	\$65.23 MORCON 6000/ cs L12500	\$54.60 TORK 6000/ cs 14L3141	NB	NB	\$22.75 CRYSTALWARE 6000/ cs CSWLN12500	W.B. MASON
11	Paper Towels- White Roll (household towels)	30/ cs	NB	\$15.99 MARCAL 30/ cs O6350	\$17.99 NP 30/ cs 3085	\$17.66 CASCADES 30/85/ cs 100% recycled CASK085	\$16.50 GENUINE JOE 30/ 85/ cs 24085	NB	\$17.99 CAPTIVA 30/ cs PT	NB	\$19.45 TORK 30/ ct 76980	\$41.88 ATLAS 30-85/ cs 30 rolls/ 85 sheets/rl 585	\$26.40 HOUSEHOLD 2-ply 30-84/cs 13HB1990A	NB	NB	\$15.99 MARCAL 30/ ct MRC06350	CENTRAL POLY BAG & W.B. MASON
12	Paper Towels- Commercial Roll	4000 sq. ft. 6 Rolls	NB	\$15.98 MARCAL 6/ cs P728N	\$16.71 NP 12 RL/350' 12350	\$15.00 MORCON 6/800/ cs 100% recycled MORR6800	\$16.80 GENUINE JOE 800' RL/ 6 ct 22600	NB	\$21.99 GREEN SOFT 8"x800' 6/ cs RTW800	NB	\$36.69 TORK 6ct Kraft 1-ply 4200/cs 93157	\$152.45 GEORGIA 6/ 800' cs 89460	NB	NB	NB	\$15.99 MARCAL 6 rolls/ ct (800') MRCP728N	HILL & MARKES
13	Paper Towels- Brown Single Fold	4000/ cs JAMES RIVER	NB	\$13.24 MARCAL 4008/ cs P600N	\$15.61 NP 4000/ cs P600N	\$13.32 CASCADES 16/250/ cs 100% recycled CASH165	\$14.00 GENUINE JOE 4000/ cs 21020	NB	\$18.99 CASCADES PRO 4000/ cs SFTB	NB	NB	\$37.50 PACIFIC 4000/ cs 20008	\$21.60 ESSITY Single Fold 4000/ cs 14SK1850A	NB	NB	\$13.24 MARCAL 4128/ ct MRCP600N	W.B. MASON

Attachment: Paper Supplies and Maintenance Bid Award - 4-1-21-9-30-21 (64-21 : Accept Bids/Authorize

CORTLAND COUNTY, NEW YORK
 BID: DISPOSABLE PAPER SUPPLIES & MAINTENANCE PRODUCTS

INCLUSIVE DATES: APRIL 1, 2021 - SEPT 30, 2021

(6 MONTH BID DUE TO COVID-19)

ALL DELIVERIES TO ARRIVE BETWEEN 7 AM AND 12 NOON

ITEM #	PRODUCT DESCRIPTION	SIZE / GRADE	NO BID ALL AMERICAN POLY	CENTRAL POLY BAG CORP.	ECONOMY PRODUCTS	HILL & MARKES	HUMMEL'S	INTERBORO PACKAGING	MCDONALD PAPER	OLIVER PACKAGING	RENZI FOOD SERVICE	SAM TELL & SON	SANICO	NO BID SMITH PACKING CO.	UNIPAK	W.B. MASON	BID AWARD
14	Paper Towels- Multi Fold	4000/ cs	NB	\$14.39 MARCAL 4000/ cs	15.25 NP 4000	\$13.21 CASCADES 16/ 250/ cs 100% recycled CASH175	\$15.00 GENUINE JOE 4000/ cs	NB	\$17.49 GREEN SOFT 4000/ cs	NB	\$21.62 TORK 16/ 250 ct	\$53.18 TORK 4000/ cs	\$14.90 NITTANY PAPER 4000/ cs	NB	NB	\$13.56 MARCAL 4000/ ct	HILL & MARKES
15	Toilet Paper	96/ cs	NB	\$34.77 ATLAS 96/ cs	\$33.05 ATLAS 96/ cs	\$28.80 CASCADES 96/500/ cs 100% recycled CASB040	\$27.10 GENUINE JOE 96/ cs	NB	\$30.99 GREEN HERITAGE 96/ cs	NB	\$31.60 PACKER 96 ct	\$79.88 RESOLUTE TISSUE 96-500 96 rolls/ 500 sheets/rl	\$33.50 ATLAS 2-PLY 96-500	NB	NB	\$26.45 ATLAS PAPER 96/ ct	W.B. MASON
				235	275		2540096		TT96		76976	MK520A	21NPMFN4000			ALM275	
GLOVES																	
16	Poly Gloves - Disposable S, M, L, XL **NOT VINYL, NOT LATEX**	10/ 100 ct JOB SELECT OR FOOD HANDLER	NB	NB	MARKET PRICE HOSPELO	\$26.43 FOOD HANDLER 4/500/ cs CODE=ISL104 SM= - 502CP MED= - 504CP LG= - 506CP XL= - 508CP	\$30.00 AFFLINK 1000/ ct SM = HS10100 MED= HM10100 LG = HL10100 XL = HX10100	\$13.75 FOOD HANDLER 1000/ cs ELARA SM-PG MED-PG LRG-PG XL-PG	\$29.90 EMERALD 10/ 500 PG PGC	NB	NB	112.20 S,M,L 129.50 XL IMPACT 10/ 100 ct S,M,L = 8600 XL = 8632XL	NB	NB	\$95.00 UPC 10/100/ 1000 cs PG	\$52.10 AKERS 20/ 500 cs	HILL & MARKES
17	Vinyl Gloves - S, M, L, XL	10/ 100 ct JOB SELECT OR FOOD HANDLER	NB	NB	MARKET PRICE	\$95.83 FOOD HANDLER 10/100/ cs CODE=ISL102 SM= - 202 MED= - 204 LG= - 206	\$79.00 AFFLINK 1000/ ct SM= VSPF10100 MED=VMPF10100 LG= VLPF10100 XL= VXPF10100	\$149.00 MED PRIDE 1000/ cs SM-VVPG MED-VVPG LRG-VVPG XL-VVPG	\$89.99 CRISTALWARE 10/ 100 VGMCP VGLCP VGXCP	NB	NB	\$139.58 SAFETY ZONE 10/ 100 ct MED & LG ONLY MED = GVP9MD LG = GYP9LG	NB	NB	\$95.00 UPC 10/100 1000 cs VPF	\$94.90 NATIONAL 10/ 100/ cs NWLVG1PCPG1L S, M & XL	HILL & MARKES
CUPS & LIDS																	
18	Cups - Hot Foam - 8 oz.	1000/ cs	NB	NB	\$21.35 DART 1000/ cs 8J8	\$22.35 DART 25/40/ cs DRT8J8	\$21.50 DART 1000/ ct 8J8	NB	\$24.99 DART 1000/ cs 8KY8	NB	\$21.76 DART 1000/ cs 77115	\$55.50 DART 1000/ cs 8J8	\$25.40 DART 1000/ cs 128J8	NB	NB	\$20.01 DART 1000/ ct DCC8J8	W.B. MASON
19	Cups - Foam Squat - 4 oz LIDS & CUPS AWARDED TOGETHER	1000/ cs DART 4J6	NB	NB	\$31.21 DART 1000/ cs 4J6	\$23.89 DART 20/50/ cs DRT4J6	\$28.25 DART 1000/ ct 4J6	NB	\$45.99 DART 1000/ cs 4J6	NB	\$23.03 DART 1000 ct 77102- *SO	\$62.13 DART 1000/ cs 4J6	NB	NB	NB	\$21.34 DART 1000/ ct DCC4J6	RENZI
20	Lids for 4J6- 4oz Squat Cups LIDS & CUPS AWARDED TOGETHER	1000/ cs DART Clear Plastic	NB	NB	\$18.56 DART 1000/ cs 6JL	\$14.07 DART 10/100/ cs DRT6JL	\$17.00 DART 1000/ ct 6JL	NB	Included in #19 6JL	NB	\$13.69 DART 1000 ct 77103-*SO	\$36.63 DART 1000/ cs 6JL	NB	NB	NB	\$16.98 DART 1000/ ct DCC6JL	RENZI
21	Cups - 2 oz Souffle Cup LIDS & CUPS AWARDED TOGETHER	125 ct DART Clear Plastic	NB	NB	\$32.16 DART 2500/ cs P-200N	\$21.89 DART 10/250/ cs SLOB200	\$24.50 DART 2500/ ct P200N	NB	\$3.99 DART 125/ sleeve FK2-X	NB	\$26.45 FABRIKAL 10/ 250 ct 95016	\$53.98 DART 2500/ cs 200PC	NB	NB	NB	\$31.56 DART 2500/ ct DCCP200N	HILL & MARKES
22	Lids for 2 oz Souffle Cup LIDS & CUPS AWARDED TOGETHER	125 ct DART Clear Plastic	NB	NB	\$26.28 DART 2500/ cs PLN-200	\$16.88 DART 25/100/ cs SLOPL2	\$18.00 DART 2500/ ct PL200N	NB	Included in #21 LFK2-X	NB	\$21.75 FABRIKAL 20/ 125 ct 95015	\$39.63 DART 2500/ cs PL200N	NB	NB	NB	\$19.15 DART 2500/ ct DCCPL200N	HILL & MARKES
23	Cups - 4oz Souffle Cup LIDS & CUPS AWARDED TOGETHER	2500 ct DART Plastic P400	NB	NB	\$37.93 DART 2500/ cs P-400	\$34.38 DART 10/250/ cs SLOP400	\$46.00 DART 2500/ ct P400N	NB	\$59.99 DART 2500/ cs FK4	NB	\$43.96 FABRIKAL 20/ 125 ct 95005	\$87.88 DART 2500/ cs 400PC	NB	NB	NB	\$37.09 DART 2500/ ct DCCP400N	HILL & MARKES
24	Lids for P400-4oz Souffle Cup LIDS & CUPS AWARDED TOGETHER	2500/ cs DART Plastic PL4	NB	NB	\$26.78 DART 2500/ cs PL4N	\$19.77 DART 2500/ cs SLOPL4	\$29.00 DART 2500/ ct PL4N	NB	Included in #23 LFK4	NB	\$30.75 FABRIKAL 20/ 125 ct 77179	\$50.13 DART 2500/ cs PL4N	NB	NB	NB	\$27.01 DART 2500/ ct DCCPL4N	HILL & MARKES

Attachment: Paper Supplies and Maintenance Bid Award - 4-1-21-9-30-21 (64-21 : Accept Bids/Authorize

CORTLAND COUNTY, NEW YORK
 BID: DISPOSABLE PAPER SUPPLIES & MAINTENANCE PRODUCTS

INCLUSIVE DATES: APRIL 1, 2021 - SEPT 30, 2021

(6 MONTH BID DUE TO COVID-19)

ALL DELIVERIES TO ARRIVE BETWEEN 7 AM AND 12 NOON

ITEM #	PRODUCT DESCRIPTION	SIZE / GRADE	NO BID ALL AMERICAN POLY	CENTRAL POLY BAG CORP.	ECONOMY PRODUCTS	HILL & MARKES	HUMMEL'S	INTERBORO PACKAGING	MCDONALD PAPER	OLIVER PACKAGING	RENZI FOOD SERVICE	SAM TELL & SON	SANICO	NO BID SMITH PACKING CO.	UNIPAK	W.B. MASON	BID AWARD
BOWLS & LIDS																	
25	Bowls- Hot or Cold Insulated 6 oz LIDS & BOWLS AWARDED TOGETHER	1000/ cs DART	NB	NB	\$53.34 DART 1000/ cs 6B20	\$33.50 DART 20/50/ cs DRT6SJ12	\$38.00 DART 1000/ ct 6SJ12	NB	\$72.99 DART 1000/ cs 6B20	NB	\$36.84 DART 20/ 50 ct FOAM 76992	\$99.25 DART 1000/ cs 6B12	NB	NB	NB	\$32.28 DART 1000/ ct DCC6SJ12	HILL & MARKES
26	Bowls- Hot or Cold Insulated 8 oz LIDS & BOWLS AWARDED TOGETHER	1000/ cs DART	NB	NB	\$40.81 DART 1000/ cs 8B20	\$35.65 DART 20/50/ cs DRT8SJ12	\$40.00 DART 1000/ ct 8SJ12	NB	\$79.99 DART 1000/ cs 8B20	NB	\$41.59 DART 20/ 50 ct 77245	\$120.88 DART 1000/ cs 8B20	NB	NB	NB	\$34.93 DART 1000/ ct DCC8SJ12	HILL & MARKES
27	Lids for 6 & 8 oz Hot or Cold Insulated Bowls LIDS & BOWLS AWARDED TOGETHER	1000/ cs DART	NB	NB	\$20.75 DART 1000/ cs 20RL	\$18.69 DART 10/100/ cs DRT12JL	\$22.00 DART 1000/ ct 12JL	NB	Included in #25 Included in #26 20JL	NB	\$23.53 DART 10/ 100 ct 77243	\$63.38 DART 1000/ cs 12JL	NB	NB	NB	\$21.65 DART 1000/ ct DCC12JL	HILL & MARKES
28	Bowls- Styrofoam - 5-6 oz.	1000/ cs DART	NB	NB	\$16.80 DART 1000/ cs 5BWVWL	\$15.84 DART 1000/ cs DRT5BWVWC	\$12.50 DART 1000/ ct 5BWVWC	NB	\$13.00 DART 1000/ cs 5BWVWC	NB	\$13.99 DART 8/ 125 ct 77770	\$29.50 DART 1000/ cs 20JL	NB	NB	NB	\$22.93 DART 1000/ ct DCC5BWVWC	HUMMEL'S
29	Bowls- Styrofoam - 12 oz.	1000/ cs DART	NB	NB	\$21.28 DART 1000/ cs 12BWVWC	\$19.61 DART 1000/ cs DRT12BWVWC	\$18.00 DART 1000/ ct 12BWVWC	NB	\$17.99 DART 1000/ cs 12BWVWC	NB	\$18.97 DART 8/ 125 ct 77766	\$44.50 DART 1000/ cs 5BWVWC	NB	NB	NB	\$20.43 DART 1000/ ct DCC12BWVWC	HUMMEL'S & MCDONALD PAPER
PLATES & TAKE-OUT TRAYS																	
30	Plates - Foam - 10"	250/ cs HEAVY DUTY	NB	NB	\$39.24 DART 500/ cs 10PWQR	\$30.34 GENPAK 500/ cs GENLAM10	\$21.00 DART 500/ ct 10PWCR	NB	\$28.99 DART 500/ cs 10PWCR	NB	NB	\$63.50 DART 500/ cs 10PWCR	NB	NB	NB	\$13.37 DART 125 ct DCC9WCRPK	HUMMEL'S
31	Plates - Foam - 9"	250/ cs DART	NB	NB	\$18.21 DART 500/ cs 9PWCR	\$14.52 DART 4/125/ cs DRT9PWCR	\$20.00 DART 500/ ct 9PWCR	NB	\$19.99 DART 500/ cs 9PWCR	NB	\$15.99 DART 4/ 125 ct 77764	\$34.00 DART 500/ cs 9PWCR	\$17.98 DART 500/ cs 129PWCR	NB	NB	\$13.37 DART 125/ ct DCC9PWCRPK	HILL & MARKES
32	Plates - Foam - 6"	250/ cs DART	NB	NB	\$19.72 DART 1000/ cs 6PWCR	\$14.98 DART 1000/ cs DRT6PWCR	\$15.00 DART 1000/ ct 6PWCR	NB	\$19.99 DART 500/ cs 6PWCR	NB	\$15.20 DART 8/ 125 ct 77762	\$37.13 DART 1000/ cs 6PWCR	\$29.30 DART 1000/ cs 126PWQR	NB	NB	\$17.14 DART 1000/ ct DCC6PWCR	HILL & MARKES
33	Double Lock, 3 Compartment Takeout Trays - 1 7/8 x 7x8	250/ cs PACTIV	NB	NB	\$21.31 DART 250/ cs 80HT3R	NB	\$15.40 DART 200/ ct 85HT3R	NB	\$19.99 DART 200/ cs 80HT3R	NB	NB	NB	NB	NB	NB	\$16.48 DART 200/ ct DCC85HT3R	HUMMEL'S & ECONOMY PRODUCTS
34	Sr. Citizen 3 Compartment foil take out w/ lids 7139	250/ cs PennyPlate	NB	NB	\$53.91 PACTIV 200/ cs Y7139P	\$36.83 PACTIV 200/ cs PACY7139TP	\$100.00 HFA 250/ ct 204535250W	NB	\$56.49 PACTIVE 200/ cs Y7139TP	NB	NB	120.73 HANDIFOIL 250/ cs PAFOIL3C	NB	NB	NB	\$31.45 CRYSTALWARE 250/ ct CSWFC3CT250	W.B. MASON
TRASH LINERS																	
35	Trash Liners - Clear - 33 gal. 33 x 40 in. HMW/High	250/ cs 16 micron	NB	\$14.10 CENTRAL POLY 250/ cs CP3340N16	\$17.90 AWF 250/ cs 334016L	\$19.64 ALUF 250/ cs FORCRHD3340X	\$30.00 HERITAGE 250/ ct Z6640VNR01	\$16.48 (D) IBS/CAPITAL 250/ cs INT-3340-Med	\$28.99 MARKETPRO 250/ cs 162855	NB	\$25.00 PITT PLASTIC .65MIL 10/25 ct 78184	\$22.90 POLY-PAK 100/ cs PL231039	\$16.30 ALUF 250/ cs 35PC334016C	NB	NB	\$14.19 HERITAGE 250/ ct HERZ6640VNR01	CENTRAL POLY BAG
36	Trash Liners - Clear - 60 Gal. 38 x 60 in. 22 micron STAR SEAL	150/ cs 22 micron	NB	\$23.80 CENTRAL POLY 150/ cs CP3860N22	\$26.31 AWF 200/ cs 386017C	\$26.92 ALUF 150/ cs FORCRH3860XH	\$39.00 HERITAGE 150/ ct Z7660UNQR01	\$22.74 (D) IBS/CAPITAL 150/ cs INT-3860-XH	\$39.99 MARKETPRO 150/ cs 16381	NB	NB	\$42.50 POLY-PAK 100/ cs LIN58C	\$30.40 RHINO 150/ cs 35HR386022N	NB	NB	\$20.86 HERITAGE 200/ ct HERZ7660VNR01	W.B. MASON
37	Trash Liners - Clear 38 x 58 in.	100/ cs 1.5 ml	NB	\$24.00 CENTRAL POLY 100/ cs CP3858NXH	\$32.72 COLONIAL 100/ cs 3858X5C	NB	\$40.00 GENUINE JOE 100/ ct 29131	\$23.24 (C) IBS/CAPITAL/GLOPAK 100/ cs INT-3858-XXH	\$27.99 VIZINET BLACK 100/ cs 162556	NB	\$32.95 AEP 10/ 10 ct 78337	\$42.26 POLY-PAK 100/ cs PL221658	\$27.90 ALUF 100/ cs 35385815CLR	NB	NB	\$24.12 HERITAGE 100/ ct HERH7658AC	INTERBORO
38	Trash Liners - Clear - 30 gal. 30 x 37 in.	250/ cs 12 micron RHINO-X	NB	\$23.90 CENTRAL POLY 250/ cs CP3037N12	\$31.99 AWF 500/ cs 303716	NB	\$45.00 HERITAGE 500/ ct Z6037HNR01	\$12.72 (C) IBS/CAPITAL 250/ cs INT-3037-Reg	\$36.49 MARKETPRO 500/ cs 162846	NB	NB	\$22.90 POLY-PAK 100/ cs PL231039	\$26.80 RHINO 500/ cs 35HR303712N	NB	NB	\$20.19 HERITAGE 500/ ct HERZ6037MNR03	SANICO

Attachment: Paper Supplies and Maintenance Bid Award - 4-1-21-9-30-21 (64-21 : Accept Bids/Authorize

CORTLAND COUNTY, NEW YORK
 BID: DISPOSABLE PAPER SUPPLIES & MAINTENANCE PRODUCTS

INCLUSIVE DATES: APRIL 1, 2021 - SEPT 30, 2021 (6 MONTH BID DUE TO COVID-19)

ALL DELIVERIES TO ARRIVE BETWEEN 7 AM AND 12 NOON

ITEM #	PRODUCT DESCRIPTION	SIZE / GRADE	NO BID ALL AMERICAN POLY	CENTRAL POLY BAG CORP.	ECONOMY PRODUCTS	HILL & MARKES	HUMMEL'S	INTERBORO PACKAGING	MCDONALD PAPER	OLIVER PACKAGING	RENZI FOOD SERVICE	SAM TELL & SON	SANICO	NO BID SMITH PACKING CO.	UNIPAK	W.B. MASON	BID AWARD
CLEANING PRODUCTS																	
39	All Purpose Cleaner	16 oz	NB	NB	\$17.76 SIMONIZ 4/ 1 gal AP-7	\$23.97 SIMONIZ, BLITZ 12/ 1 qt/ cs SMZG1403012	\$19.50 MR CLEAN 28 oz 9/ ct 77130CT	NB	\$17.99 ECOS PRO 32 oz 6/ cs PL9706	NB	\$30.93 PINE SOL 3/ 144 oz 78411	\$119.76 SIMPLE GREEN 12/ 16 oz 27000011	NB	NB	NB	\$52.16 NATIONAL CHEM.LAB 12/ 32 oz NCL403136	ECONOMY PRODUCTS
40	Chlorine Bleach	6/ 1 gal/ cs	NB	NB	\$18.99 101 6/ 1 gal AUSTIN	\$15.29 BOARDWALK 6/1 gal/ cs HNM3406BRSCB	\$17.00 KIK 6/ 1 gal 8635042CT	NB	\$18.99 PURE BRIGHT 6/ 1 gal BL	NB	\$11.90 PURE BRIGHT 6/ 1 gal 94155	\$28.75 JAMES AUSTIN 6/ 128 oz 11008635042	NB	NB	NB	\$12.07 PURE BRIGHT 6 gal/ ct KIK11008635042	RENZI
41	Pot & Pan Detergent	3/ 1 gal DAWN	NB	NB	\$67.78 DAWN 4/ 1 gal 16900339	\$16.00 SIMONIZ 4/ 1 gal/ cs SMZP2705004	\$16.00 DAWN 1 gal 57445	NB	\$74.99 DAWN 4/ gal DDD1	NB	\$57.15 DAWN 4/ 1 gal 78615	\$135.75 DAWN 4/ 1 gal 3700057445	\$62.80 DAWN 4 gal/ cs 4357445	NB	NB	\$13.75 DAWN 1 gal PGC57445	W.B. MASON
42	Pot & Pan Detergent	5 gal pail DAWN	NB	NB	\$88.82 DAWN 5 gal pail P70681	\$20.00 SIMONIZ 5 gal pail SMZMD1005	\$83.00 DAWN 5 gal 70681	NB	\$31.99 PROMASTER 5 gal pail MDW	NB	\$67.70 DAWN #2611 5 gal pail 78618	\$167.35 DAWN 1/ 5 gal 02611	\$78.20 DAWN 5 gal 4370681	NB	NB	\$73.99 DAWN 5 gal PGC02611	RENZI
43	Stainless Steel Scrubbers	case	NB	NB	\$36.75 ROYAL 12/ cs PUR756	\$31.60 ROYAL 6/ 12 pk/ cs ROYST7756	\$26.00 GENUINE JOE 72/ ct 00059CT	NB	\$24.99 KARI OUT 6/12 cs SSHDC	NB	\$31.07 ROYAL 6/ 12 ct LG SZ 79203	\$9.37 STANTON 12 ct 1836	\$36.00 NEXTSTEP 72/ cs 2796143	NB	NB	\$25.19 PRIMESOURCE 72 ct PME75004291	MCDONALD PAPER
44	Green Scrubbers - 6" x 9"	20/ cs SCOTCH BRITE	NB	NB	\$16.43 ACS 20/ cs R-3	\$12.67 DISCO 6/10/ cs DSCMD69	\$14.00 SCOTCH 20/ pk 96	NB	\$19.99 WINWARE 60/ cs SP-96N	NB	\$4.90 ROYAL 1/ 20 ct 79204	\$103.10 3M 36/ cs PA86PAD	\$16.80 AMERICO 96 pads 60/ cs 2796	NB	NB	\$4.76 BOARDWALK 20/ ct BWK196	HUMMEL'S
45	Mop Heads #24 Cotton Wideband	22-24 oz	NB	NB	\$71.40 NEXT STEP 12/ cs #24	\$8.07 TUWAY 3/ cs TUW222420PK3	\$45.00 GENUINE JOE 12/ ct N24COTCT	NB	\$59.99 WINCO 20/ cs MOP-24W	NB	NB	\$39.18 MESSINA 12/ cs 405030	\$34.32 GOLDEN STAR 24 oz 12/ cs 29ARL7524	NB	NB	\$30.71 ABCO 12/ ct ABOLM2001WN24	W.B. MASON
HAIR NETS & HATS																	
46	Hair Nets - Brown	144/ case	NB	NB	\$16.15 AMERICO 20/ cs 551011	\$10.64 KEYSTONE 144/ bx FDIHN500BR	\$13.00 ROYAL 144/ pk RPH144LTCBP1	\$68.00 MED PRIDE 144/ bx MDP-70423	\$9.99 SAFEGUARD 144/ bx BHN	NB	\$12.30 HANDGARDS 144/ ct 88824	\$19.20 SAFETY ZONE 144/ cs DPLW-22	NB	NB	NB	\$9.89 SAFETY ZONE 144 ct SADPLW22BR	W.B. MASON
47	Paper Hats - Low Crown	100/ case OVERSEA'S CAPS	NB	NB	NB	\$5.20 KEYSTONE 100/ bx FDIRC100	\$8.00 ROYAL 100 ct RC100RDS	NB	\$5.99 WIN SON 100/ cs OH	NB	NB	\$12.00 CELLUCAP 100 ct RC-100	NB	NB	NB	\$13.99 WINCO 100/ ct WNCDC3	HILL & MARKES
PAPER TRAYS DUAL OVENABLE/MICROWAVABLE TRAYS																	
48	3-Compartment Paper Trays including film lidding 8.625 x 6.5 x 1.5 inches	800 ct case Min. Order of 8 cases which can be mixed	NB	NB	NB	NB	NB	NB	NB	\$257.60/ cs OLIVER PART W/ FILM 50575	NB	NB	NB	NB	NB	NB	OLIVER PACKAGING
49	2-Compartment Paper Trays including film lidding 8.625 x 6.5 x 1.5 inches	800 ct case Min. Order of 8 cases which can be mixed	NB	NB	NB	NB	NB	NB	NB	TRAY \$214.12/cs FILM \$69.96/roll covers 3 cs OLIVER PART Tray:7230-6264 Film: 62098	NB	NB	NB	NB	NB	NB	OLIVER PACKAGING
*****	***TRAYS AWARDED TOGETHER*** Seal must be able to withstand temperatures from 40 degrees Fahrenheit to 180 degrees Fahrenheit. Bid to include a manually operated sealing machine used to heat seal lidding on paper trays. Machine must efficiently seal clear film on paper trays (approximately 6-8 trays per minute).																

*NE = NOT EQUIVALENT

Attachment: Paper Supplies and Maintenance Bid Award - 4-1-21-9-30-21 (64-21 : Accept Bids/Authorize

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

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

Parcels Removed from the Cortland County Agricultural District

13.31.a

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

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Parcels Removed from the Cortland County Agricultural District

13.31.a

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

Total Acres to be Removed from District 726.02

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

2019-2020 5311 Mobility Management Funds

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

10% match

Checklist of documents to be returned:

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

AGREEMENT

THIS AGREEMENT, entered into this day of , 2021____, by and between the **COUNTY OF CORTLAND**, New York, (the “COUNTY”), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and **SEVEN VALLEYS HEALTH COALITION, INC.**, (the “CONTRACTOR”), with offices located at 10 Kennedy Parkway, Cortland, New York 13045.

WITNESSETH, that the **COUNTY** and the **CONTRACTOR**, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. TERM

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

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

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

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

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

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

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

ARTICLE 4. CONTRACTOR'S INSURANCE

A.1 The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (i) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (ii) Automobile coverage with a combined single limit of \$1,000,000.00.
- (iii) Statutory Workers' Compensation, Disability Coverage, and Unemployment Insurance.
- (iv) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.
- (v) Specialty Insurance as noted below:
 - (a) Not Applicable if checked ☐
 - (b) Type: _____ Coverage Limit _____

A.2 Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY and who have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligations of the CONTRACTOR and not those of the COUNTY. The CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph. The provision of insurance by the CONTRACTOR shall not in any way limit the CONTRACTOR'S liability under this agreement.

B. The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured. In addition, the CONTRACTOR must provide an endorsement to the policy showing that the COUNTY is actually insured together with a copy of the policy declarations page.

C.1 Each policy of insurance shall contain clauses to the effect that:

- (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests,
- (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days prior written notice to the COUNTY, directed to the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature, and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the CONTRACTOR.

C.2 To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claim made" basis, and all such "claims made" policies shall provide that:

- (i) Policy retroactive dates coincide with or precede the CONTRACTOR'S start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- (ii) The CONTRACTOR will maintain similar insurance for at least 6 years following final acceptance of the services;
- (iii) If the insurance is terminated for any reason, the CONTRACTOR agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County;
- (iv) Immediate notice shall be given to the COUNTY through the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement;
- (v) Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance of such Notice of termination. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement; and
- (vi) The CONTRACTOR shall obtain replacement insurance within ten (10) days in the absence of which CONTRACTOR shall be in breach of this Agreement.

D. All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

E. Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (i) That he/she/it is financially solvent, that he/she/it is licensed to the extent required by law, and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (ii) That he/she/it has not been convicted of a crime under the laws of the United States or of any state,
- (iii) That he/she/it has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government,
- (iv) That no officer or employee of the County has an interest in this agreement, which would disqualify the CONTRACTOR from performing this agreement and receiving payment therefor,
- (v) That he/she/it's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations,
- (vi) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.
- (vii) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.

ARTICLE 6. PERMITS AND REGULATIONS

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

ARTICLE 7. APPROPRIATIONS

This agreement is funded by a grant ~~or contract~~ between the COUNTY and NYState and the Federal government and is subjected to legislative appropriation, the COUNTY shall not be liable beyond the funds authorized by such legislation or provided to the COUNTY by State or Federal governments.

In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination and appropriations will be adjusted by the COUNTY to meet the reduced funding awarded by the State/Federal government. The COUNTY shall not be liable for shortfall of funding due to termination or reduced by the State/Federal government.

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

If funding is reduced below the level authorized by the COUNTY and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the COUNTY to the CONTRACTOR.

ARTICLE 8. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. The COUNTY shall have the right to stop work or terminate the Contract if:
- (i) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
 - (ii) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
 - (iii) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
 - (iv) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
 - (v) The CONTRACTOR fails or refuses to comply with all applicable laws, regulations or ordinances applicable to the performance of this agreement; or
 - (vi) The determination that any representation or certification made under this agreement is untrue; or
 - (vii) The CONTRACTOR violates any provision of the Contract;
 - (viii) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
 - (ix) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
 - (x) COUNTY may terminate if the contract is not funded.

B. Upon termination of this agreement, the CONTRACTOR shall comply with all County close-out procedures, including but not limited to:

- (i) Accounting for and refunding to the COUNTY within 30 days, any unexpended funds which have been paid to the CONTRACTOR pursuant to this agreement;
- (ii) Not incur any further obligations pursuant to this agreement after the termination date;
- (iii) Submit to the COUNTY, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to CONTRACTOR'S performance of this agreement; and
- (iv) Furnishing within 30 days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the CONTRACTOR through or provided under this agreement, and carrying out any COUNTY directive concerning the disposition thereof.

C. If the COUNTY terminates this agreement for cause, the COUNTY may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the COUNTY to complete the services herein will be charged to the CONTRACTOR and/or set off against any sums due the CONTRACTOR.

D. If the CONTRACTOR defaults, the COUNTY may at its option:

- (i) Terminate this agreement; and/or
- (ii) Recover counsel fees and all costs incurred to enforce this agreement; and/or
- (iii) Obtain replacement goods or services and hold the CONTRACTOR responsible for the replacement costs or expenses; and/or
- (iv) Pursue such other remedies as may be available under law or this agreement.

These remedies are cumulative.

E. Notwithstanding any other provisions of this agreement, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of the agreement or failure to perform in accordance with applicable professional standards, and the COUNTY may withhold payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined. The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 9. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands,

losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 10. MONITORING OF PERFORMANCE

The COUNTY shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the CONTRACTOR have been provided as agreed. The CONTRACTOR hereby consents to the examination of the CONTRACTOR'S records and agrees to provide to or permit the COUNTY to obtain copies of any documents relating to the performance of this agreement. The CONTRACTOR shall maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends; whichever last occurs.

ARTICLE 11. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit. As an independent contractor, the CONTRACTOR shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the CONTRACTOR'S personnel engaged in the performance of the services. However, if any personnel of the CONTRACTOR act in a manner that is detrimental to the COUNTY, the COUNTY may require the CONTRACTOR to remove or replace such personnel with respect to the performance of services under this agreement.

ARTICLE 12. ASSIGNMENT

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

ARTICLE 13. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 17. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 18. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 19. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 20. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 21. RECORDS RETENTION AND AUDIT

A. The COUNTY, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. Additionally, the CONTRACTOR shall:

- (i) Comply with any demands made by the COUNTY to provide information with respect to the payment of monies hereunder during the period covered by this paragraph;
- (ii) Maintain its books and records in accordance with generally accepted accounting principles or such other method of account, which is approved in writing by the COUNTY prior to the date of this agreement;
- (iii) Maintain the revenues and expenditures in connection with this agreement so they are separately identifiable;
- (iv) Fully document each expenditure or claim for payment. Expenditure or claims for payment which are not fully documented may be disallowed;
- (v) Agree to provide to or permit the COUNTY to examine or obtain copies of any documents relating to the payment of money to the CONTRACTOR or expenditures made by the CONTRACTOR for which reimbursement is made to the CONTRACTOR by the COUNTY;

(vi) Maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends.

B. If the CONTRACTOR has expended, in any fiscal year, \$300,000.00 or more in funds provided by the Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the COUNTY, the CONTRACTOR shall provide the COUNTY with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501, et seq., as amended, and the regulations adopted pursuant to such Act.

C. In addition to the foregoing, if this agreement is financed by Medicare reimbursements, then until the expiration of four (4) years after the furnishing of the services provided under this agreement, the CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the CONTRACTOR carries out the duties of the agreement through a subcontractor worth \$10,000.00 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

ARTICLE 22. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Cortland County.

ARTICLE 23. PRIVACY AND SECURITY (HIPAA)

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

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____

Robert Corpora
Cortland County Administrator

Acknowledgement

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

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

Notary Public

CONTRACTOR

Seven Valleys Health Coalition

DATE: _____

BY: _____

Jackie Carlton- Leaf

(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement

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

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

Notary Public

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

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

Signed: _____ Date: _____

Title: _____

EXHIBIT B – DRUG FREE WORKPLACE

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

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

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

Print Name: Jackie Carlton-Leaf Date: _____

Signature: _____ Title: _____

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

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

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

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

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

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

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

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals

Legal Residence

If Bidders are a corporation, complete the following:

Name

Legal Residence

President

Vice President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Address: _____

Telephone #: _____ Title: _____

E-Mail Address: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____

Signature: _____

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

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

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

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

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

Date: _____

Name: Jackie Carlton-Leaf

Position: _____

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

_____ I have no conflict of interest to report.

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

1. _____
2. _____
3. _____

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

Signature: _____

Company: Seven Valleys Health Coalition

Date: _____

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

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

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

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

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor

Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in

filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbccertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Attachment 1

13.34.a

Dated:

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

Cortland County

Comptroller's Contract #: C004119

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

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

GENERAL PROJECT DESCRIPTION

Section 5311 Capital - 2018

PROJECT LOCATION/JURISDICTION or SERVICE AREA

Cortland and Tompkins Counties

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

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

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

2/18/2021

Attachment: C004119_Cortland_Att1_SchA_v1 (79-21 : Section 5311 Mass Capital Trans Agreement 2019-

Comptroller's Contract #: C004119

Cortland County

Section 5311 Capital - 2018

Attachment 1

GRANTEE:

STATE OF NEW YORK)

) SS.:

COUNTY OF _____)

By: _____

Title: _____

Print Name: _____

Date: _____

NYSDOT:

By: _____

Date: _____

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

Notary Public

Checklist of documents to be returned:

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

AGREEMENT

THIS AGREEMENT, entered into this day of , 2021, by and between the **COUNTY OF CORTLAND**, New York, (the “COUNTY”), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and **Dryden Caroline Drifters Snowmobile Club, Inc.**, (the “CONTRACTOR”), with offices located at PO Box 31, Dryden, New York 13053.

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish snowmobile trail maintenance and grooming of existing or approved new trails throughout Cortland County in return for which the COUNTY, as the local sponsor, will reimburse CONTRACTOR for funding up to the amount approved for distribution to the CONTRACTOR by COUNTY based on approved, eligible expense documentation up to the limit of their portion of the grant award.

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning April 1, 2021 and ending March 31, 2022.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

The COUNTY will reimburse CONTRACTOR an advance payment of seventy percent (70%) of the funding amount approved to the CONTRACTOR by the Cortland County Legislature by resolution setting forth the allocation based upon estimated miles of trail groomed, within thirty days of receipt of the initial seventy percent (70%) payment to the COUNTY from the NYS Office of Parks, Recreation and Historic Preservation.

The CONTRACTOR will submit complete documentation verifying the CONTRACTOR’S expenditures to satisfy the requirements of the grant and the COUNTY shall then release available funds to the CONTRACTOR based upon eligible expenses, up to the CONTRACTOR’S awarded amount, within thirty days of receipt of the thirty percent (30%) payment to the COUNTY from the NYS Office of Parks, Recreation and Historic Preservation.

ARTICLE 4. ADMINISTRATION FEE

The CONTRACTOR understands that the COUNTY is allowed to include up to 10% of the final award amount for the labors hours associated with completing administrative requirements. The COUNTY must complete the

Appendix C Claim for Administrative Expenses and attach to an entry in the standard payment section of miscellaneous Attachment G form in the Automated Trail Grant Program which is submitted to the Snowmobile Unit at the New York State Department of Parks, Recreation and Historic Preservation for payment. (See attached Documentation)

ARTICLE 5. CONTRACTOR'S INSURANCE

A.1 The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (i) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (ii) Automobile coverage with a combined single limit of \$1,000,000.00.
- (iii) Statutory Workers' Compensation, Disability Coverage, and Unemployment Insurance.
- (iv) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.
- (v) Specialty Insurance as noted below:
 - (a) Not Applicable if checked ☐
 - (b) Type: _____ Coverage Limit _____

A.2 Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY and who have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligations of the CONTRACTOR and not those of the COUNTY. The CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph. The provision of insurance by the CONTRACTOR shall not in any way limit the CONTRACTOR'S liability under this agreement.

B. The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured. In addition, the CONTRACTOR must provide an endorsement to the policy showing that the COUNTY is actually insured together with a copy of the policy declarations page.

C.1 Each policy of insurance shall contain clauses to the effect that:

- (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests,
- (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days prior written notice to the COUNTY, directed to the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature, and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the CONTRACTOR.

C.2 To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claim made” basis, and all such “claims made” policies shall provide that:

- (i) Policy retroactive dates coincide with or precede the CONTRACTOR’S start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- (ii) The CONTRACTOR will maintain similar insurance for at least 6 years following final acceptance of the services;
- (iii) If the insurance is terminated for any reason, the CONTRACTOR agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County;
- (iv) Immediate notice shall be given to the COUNTY through the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement;
- (v) Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance of such Notice of termination. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement; and
- (vi) The CONTRACTOR shall obtain replacement insurance within ten (10) days in the absence of which CONTRACTOR shall be in breach of this Agreement.

D. All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

E. Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 6. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (i) That he/she/it is financially solvent, that he/she/it is licensed to the extent required by law, and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (ii) That he/she/it has not been convicted of a crime under the laws of the United States or of any state,
- (iii) That he/she/it has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government,
- (iv) That no officer or employee of the County has an interest in this agreement, which would disqualify the CONTRACTOR from performing this agreement and receiving payment therefor,
- (v) That he/she/it's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations,
- (vi) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.
- (vii) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.

ARTICLE 7. PERMITS AND REGULATIONS

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

ARTICLE 8. APPROPRIATIONS

If this agreement is funded by a grant or contract between the COUNTY and the State or Federal government or is otherwise subject to legislative appropriation, the COUNTY shall not be liable beyond the funds authorized by such legislation or provided by the COUNTY, State or Federal governments.

In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination.

The COUNTY shall remain liable for all charges and expenses incurred prior to the date of termination.

If funding is reduced below the level authorized by the COUNTY and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the COUNTY to the CONTRACTOR.

ARTICLE 9. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. The COUNTY shall have the right to stop work or terminate the Contract if:
- (i) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
 - (ii) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
 - (iii) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
 - (iv) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
 - (v) The CONTRACTOR fails or refuses to comply with all applicable laws, regulations or ordinances applicable to the performance of this agreement; or
 - (vi) The determination that any representation or certification made under this agreement is untrue; or
 - (vii) The CONTRACTOR violates any provision of the Contract;
 - (viii) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
 - (ix) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
 - (x) COUNTY may terminate if the contract is not funded.
- B. Upon termination of this agreement, the CONTRACTOR shall comply with all County close-out procedures, including but not limited to:
- (i) Accounting for and refunding to the COUNTY within 30 days, any unexpended funds which have been paid to the CONTRACTOR pursuant to this agreement;
 - (ii) Not incur any further obligations pursuant to this agreement after the termination date;
 - (iii) Submit to the COUNTY, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to CONTRACTOR'S performance of this agreement; and
 - (iv) Furnishing within 30 days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the CONTRACTOR through or provided under this agreement, and carrying out any COUNTY directive concerning the disposition thereof.

C. If the COUNTY terminates this agreement for cause, the COUNTY may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the COUNTY to complete the services herein will be charged to the CONTRACTOR and/or set off against any sums due the CONTRACTOR.

D. If the CONTRACTOR defaults, the COUNTY may at its option:

- (i) Terminate this agreement; and/or
- (ii) Recover counsel fees and all costs incurred to enforce this agreement; and/or
- (iii) Obtain replacement goods or services and hold the CONTRACTOR responsible for the replacement costs or expenses; and/or
- (iv) Pursue such other remedies as may be available under law or this agreement.

These remedies are cumulative.

E. Notwithstanding any other provisions of this agreement, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of the agreement or failure to perform in accordance with applicable professional standards, and the COUNTY may withhold payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined. The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 10. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 11. MONITORING OF PERFORMANCE

The COUNTY shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The CONTRACTOR hereby consents to the examination of the CONTRACTOR'S records and agrees to provide to or permit the COUNTY to obtain copies of any documents relating to the performance of this agreement. The CONTRACTOR shall maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends; whichever last occurs.

ARTICLE 12. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit. As an independent contractor, the CONTRACTOR shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the CONTRACTOR'S personnel engaged in the performance of the services. However, if any personnel of the CONTRACTOR act in a manner that is detrimental to the COUNTY, the COUNTY may require the CONTRACTOR to remove or replace such personnel with respect to the performance of services under this agreement.

ARTICLE 13. ASSIGNMENT

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

ARTICLE 14. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 15. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 16. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 17. NOTICES

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

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

To the COUNTY:	Chair of the Legislature (and) County of Cortland 60 Central Avenue Cortland, New York 13045	<u>Planning Department</u> <u>Director of Planning</u> <u>60 Central Avenue</u> <u>Cortland, New York 13045</u>
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ARTICLE 18. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 19. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 20. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 21. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 22. RECORDS RETENTION AND AUDIT

A. The COUNTY, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. Additionally, the CONTRACTOR shall:

- (i) Comply with any demands made by the COUNTY to provide information with respect to the payment of monies hereunder during the period covered by this paragraph;
- (ii) Maintain its books and records in accordance with generally accepted accounting principles or such other method of account, which is approved in writing by the COUNTY prior to the date of this agreement;
- (iii) Maintain the revenues and expenditures in connection with this agreement so they are separately identifiable;
- (iv) Fully document each expenditure or claim for payment. Expenditure or claims for payment which are not fully documented may be disallowed;
- (v) Agree to provide to or permit the COUNTY to examine or obtain copies of any documents relating to the payment of money to the CONTRACTOR or expenditures made by the CONTRACTOR for which reimbursement is made to the CONTRACTOR by the COUNTY;

(vi) Maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends.

B. If the CONTRACTOR has expended, in any fiscal year, \$300,000.00 or more in funds provided by the Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the COUNTY, the CONTRACTOR shall provide the COUNTY with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501, et seq., as amended, and the regulations adopted pursuant to such Act.

C. In addition to the foregoing, if this agreement is financed by Medicare reimbursements, then until the expiration of four (4) years after the furnishing of the services provided under this agreement, the CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the CONTRACTOR carries out the duties of the agreement through a subcontractor worth \$10,000.00 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

ARTICLE 23. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Cortland County.

ARTICLE 24. PRIVACY AND SECURITY (HIPAA)

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

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____

Robert Corpora
Cortland County Administrator

Acknowledgement

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

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

Notary Public

CONTRACTOR

(name of company)

DATE: _____

BY: _____

(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement

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

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

Notary Public

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

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

Signed: _____ Date: _____

Title: _____

Attachment: DRAFT Standard Snowmobile Club Agreement.March 2021 (80-21 : Authorize 2021-2022 Snowmobile Club Agreements)

EXHIBIT B – DRUG FREE WORKPLACE

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

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

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

Print Name: _____ Date: _____

Signature: _____ Title: _____

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

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

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

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

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

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

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

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals

Legal Residence

If Bidders are a corporation, complete the following:

Name

Legal Residence

President

Vice President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Address: _____

Telephone #: _____ Title: _____

E-Mail Address: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____

Signature: _____

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

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

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE

Conflict of Interest Disclosure Form

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

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

Date: _____

Name: _____

Position: _____

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

_____ I have no conflict of interest to report.

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

1. _____
2. _____
3. _____

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

Signature: _____

Company: _____

Date: _____

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

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

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

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

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor

Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in

filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwb certification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

The Administrative Manual: The Policies and Procedures of Cortland County Government

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

Policy/Procedure Number: 01-21

Modified Date(s):

Resolution No.:

Effective Date: 1/1/2021

Next Scheduled Review: 1/1/2026

Objective:

To create a process for establishing new administrative policy and procedures; modifying existing administrative policy and procedures; and periodically reviewing and updating policies and procedures in the Administrative Manual.

Reference (All applicable federal, state, and local laws): County Administration, Resolution No. __ in 2021

Legislative Policy Statement:

It is the policy of the Cortland County Legislature to have a manual of Cortland County Legislative policies and administrative procedures that govern the functioning of the County organization, and to have a process for keeping the manual up to date.

Responsible Department(s):

County Administration

General Information:

The Department of County Administration is responsible for coordinating and tracking additions or revisions to the Administrative Manual according to the procedures outlined in this policy.

County staff or a member of the legislature can initiate requests for additions, deletions, or updates to the Administrative Manual.

To ensure consistency and accuracy, all updates and additions must be prepared using the Administrative Manual Template. The Administrative Manual Template mentioned throughout this policy, is accessible online via the County website or by contacting County Administration.

The Department of County Administration will send out an annual notice to all County employees detailing all amendments made to the Administrative Manual during the calendar year.

I. Definitions: Policy- A Legislative statement of intention to guide political, management, financial, or administrative decisions and achieve rational outcome(s).

Procedure- A prescribed set of steps, actions, or activities generally needed to obtain consistent results. Revisions need to be presented to the appropriate Legislative Committees for their information.

Responsible Department- The department or division within the County organizational structure that is responsible for preparing the appropriate language for new or updated policies or procedures, and for routinely reviewing policies or procedures according to the criteria presented in Section II of this policy. The responsible department is identified in the top quadrant of the first page of the policy template.

II. Policy:

- A.** Legislative approval (a majority vote) is required for new policies or for changes to existing policy.
- B.** Legislative approval (a formal vote) is not required for new or revised procedures; however, as a courtesy, revisions need to be presented to the appropriate Legislative Committee(s) for their information and reaction.
- C.** The responsible department will ensure that relevant policies and procedures are introduced, reviewed or updated according to the following criteria:
 - 1. A change in federal, state, local law, or regulation has affected existing policy/procedure;
 - 2. A change due to labor contract negotiations has affected existing policy and/or procedure;
 - 3. The policy and/or procedure has not been reviewed within the past five years. (Refer to the “next scheduled review date” section of the policy.)
 - 4. The policy and/ or procedure in question no longer reflects actual practice;
 - 5. The need for a new policy and/or procedure has been identified.

III. Procedure:

- A. Proposing New County Policy or Revising an Existing Policy Section of a**

County Policy:

1. The responsible department is often the first to become aware of the need for a new or revised policy because of changes in federal, state or local laws. Administration's responsibility to update the Administrative Manual and to prompt responsible departments to review and, if necessary, update existing policies at a minimum of every five (5) years. A member of the Legislature may also initiate a proposal for a new policy or initiate review of an existing policy.
2. The responsible department will draft new or revised policy language and submit it to County Administration for review. For revisions to existing policies, *track changes* shall be used to identify all updates.
3. County Administration will review the document, make edits as necessary, and send the document to all Department Heads as appropriate, with a deadline to submit revisions.
4. County Administration will prepare a final draft based on feedback received and share it with the responsible department and oversight committee.
5. County Administration, in coordination with the responsible department, will bring the final draft for formal vote and approval before the relevant program Committee(s), the Government Operations Committee, and the full Legislature.
6. County Administration will notify all departments and make final changes to the Administrative Manual.

The Administrative Manual: The Policies and Procedures of Cortland County Government
Employment Policy Manual for Department Heads, Management Employees and
Management/Confidential Employees

Policy/Procedure Number:

Modified Date (s): 12/7/2005;
 1/20/2012; 11/20/2012; 12/20/2012;
 12/19/2013; 10/30/2014; 5/28/2015;
 1/1/2016; 11/4/2016; 1/1/2017;
 1/1/2018; 1/1/2019; 1/25/2019;
 1/3/2020; 1/2/2021

Resolution No.:

Effective Date: 1/2/2021

Next Scheduled Review:

Objective:

The purpose of this policy manual is to provide Department Heads, Management employees, and Management/Confidential employees with a reference for the basic terms and conditions of employment with Cortland County.

Reference (All applicable federal, state, and local laws):

Legislative Policy Statement:

The County Legislature is committed to providing a high quality of services to the citizens of Cortland County. The administrative employees of the County are one of the essential elements required to fulfill this commitment. Through their leadership and professionalism, the Board's philosophy and policy is manifested in the efficient and effective operation of the County departments.

The County Legislature values the dedication and service of its administrative employees. The policy and the provisions contained herein establish and provide the terms and conditions of employment for Department Heads, Management, and Management/Confidential personnel in the employment of Cortland County Government. This policy statement is intended to provide those employees with a better understanding of the privileges and responsibilities of their positions and to assist in the mission of the professional delivery of services in Cortland County.

Responsible Department: Personnel Department

General Information:

I. Definitions: The term “Administrative employee” is used in this policy manual to refers to all employees who occupy positions that are exempt from the bargaining unit under the Taylor Law. For the purposes of this manual, we have defined the administrative employees by using four major categories, which are explained below. Policies or benefits that apply to all employees have been referred to as applying to Administrative employees or employees covered by this policy. Specific benefits or responsibilities that pertain to specific groups of employees, for example, Department Heads, have been noted as such.

Department Heads - Employees who are recommended by the County Administrator for appointment by the County Legislature. Department Heads function in the primary leadership position in the department and are directly responsible for the development of departmental policies and the implementation of legislative initiatives. The County Administrator will complete an annual performance evaluation on department heads based on legislative policies.

Management Employees - Employees who are appointed by the Department Head to positions authorized by the County Legislature. Management employees have significant managerial responsibility in the areas of supervision and policy formation.

Management/Confidential - Employees who perform support functions for management positions and/or other assignments, which require them to be unrepresented by collective bargaining agreements.

Elected Officials - Employees who are elected by popular vote. Due to their unique status, Elected officials are exempt from leave and attendance requirements and are therefore ineligible for any fringe benefits related thereto. They are also exempt from the probation period.

Positions within each category are included in Attachment A.

II. Policy:

A. Appointments

1. Full-Time Appointments

Department Heads, Management employees, and Management/ Confidential employees are for fixed or continuing terms.

- a. Fixed Term Appointments - Certain appointments are for a pre-established number of years as prescribed by the N.Y.S. Constitution, State and County Law, General Municipal Law, and Local Law or Rule. Included in this category are appointments which are made for the "Term of the Board", which is four years.
- b. Continuous Term Appointment - The remainder of appointments are continuous are, in most instances afforded Civil Service Status and Protection, and are renewed contingent on satisfactory performance and authorization by the County Legislature and/or the County Administrator or Department Head. This group includes administrative employees who are appointed "at the pleasure of" the County Legislature or the Department Head, within the confines of Civil Service. Information regarding the type of appointment is provided to candidates during the recruitment and selection process. Questions concerning the term of appointment may be directed to the Personnel Department.

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2. Part-time Appointments and Benefits

In certain cases, the County Legislature may establish part-time and/or temporary appointments to accommodate unique situations. Employees appointed to part-time positions and who work less than the standard work week, shall receive the approved salary for the position and the statutory benefits referenced herein, including Retirement (if eligible), Unemployment Insurance, Social Security, Worker's Compensation and Health, Dental and Vision Insurance. There shall be no earned leave benefits unless said part-time appointment consists of a regular schedule equal to or greater than one-half (1/2) of the standard work week for the position. In this case, leave benefits shall be prorated.

Fringe benefits shall be limited to the above-referenced items unless otherwise approved by the County Legislature.

3. Probationary Period

Employees in the classified service are subject to a probationary period in accordance with Cortland County Civil Service Rules. The classified service includes the Competitive, Non-Competitive, Exempt, and Labor classes of Civil Service. Employees who have been promoted to a position in the classified service are also subject to a probationary period.

Employees in the unclassified service or elected classification are not subject to a probationary period.

4. Promotions

Administrative positions are critical to the efficient and effective operation of County government. It is the policy of Cortland County to seek professionals with the qualifications and experience necessary to fulfill this goal. Emphasis will be placed on recruitment of

current employees who possess the qualifications, experience, and employment history necessary for the quality operation of the department. Employees who are promoted or working out-of-title shall be placed at the minimum of the new grade unless the current hourly rate is above the minimum, in which case, they will be placed in the Step immediately above their current hourly rate. No one shall exceed the top of the range for the new grade. Out-of-title shall be defined as duties and responsibilities assigned beyond that of an employee's regular position for a period greater than five consecutive business days due to an absence, exclusive of annual leave.

5. Secondary Employment

Full-time Employees covered by this policy understand and agree that their employment with the County is of primary importance, and that secondary employment must not inhibit or impede the efficient and effective performance of their job duties, responsibilities, or attendance; nor shall it impair their judgment in exercising of their official duties. Department Heads, Deputy Department Heads, and Division Heads will discuss and receive written approval annually from the County Administrator prior to engaging in secondary employment. Any changes to the terms of the secondary employment approval, requires subsequent approval. Copies of all correspondence will be kept in the personnel files.

Certain positions covered by this manual also have a prohibition on secondary employment embodied in New York State statute or local rule.

B. Compensation

1. Annual Salary

Cortland County maintains a competitive salary structure and benefit package for administrative employees.

- a. A six step increment system (equal to a 4% increase between two year steps) shall be implemented fitting each employee into the proper grade and step in accordance with the MSD Study and length of service in an employee's title on January 1, 2005. All employees covered by this policy manual are placed in the graded salary schedule which has been adopted by the County Legislature. This graded salary schedule shall receive an annual adjustment equal to the increase given to CSEA unit 6550.
- b. Employees not at the job rate of the grade shall move to the next step upon the completion of 2, 4, 6, 8, or 10 years in the title upon their anniversary in that position. No employee may exceed the job rate of the grade.
- c. Employees shall begin employment at the Step 1 for the grade the County Administrator and Personnel Director determines that the need for the services or the employee's experience require that compensation be fixed at a Step 2 or a Step 3. Any prospective

Deleted: salary review during budget deliberations by Personnel Committee of the Legislature and by the Per Director and County Administrator and shall be adjusted annually, as deemed appropriate. Following this review County Legislature will review the recommendations of Personnel Committee along with recommendations of the Administrator and the Personnel Director. At the conclusion of this review, a total compensation plan, including any cost of living adjustment, shall be submitted to the County Legislature for approval.

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hire with a proposed step increase higher than Step 3 shall be submitted to the Government Operations Committee for review and a decision.

2. Longevity

Employees, with the exception of the District Attorney, who have been continuously employed with the County shall receive an non-cumulative annual longevity incentive upon completion of continuous County service in accordance with the schedule listed below.

Deleted: on a full-time basis or part-time employees scheduled to work equal to or greater than one-half (1/2) standard work week for the position,

	<u>Full Time</u>	<u>Part-Time</u> <u>(halftime or less)</u>
Completion of 15th Year	\$ 1,500	\$ 750
Completion of 20th Year	\$ 2,000	\$1,000
Completion of 25th Year	\$ 2,500	\$1,250
Completion of 30th Year	\$ 3,000	\$1,500
Completion of 35th Year	\$ 3,500	\$1,750

For the purposes of this program, continuous service shall be defined as no break in employment that exceeds one (1) year unless said break in service is the result of personal illness, accident, military service or layoff.

Employees who are less than full time but are more than half time shall receive a prorated value of the full-time equivalent of the scheduled full-time hours. Employees who move from less than half-time to half-time or more will receive service credit for longevity purposes from the initial part time date of hire as long as the service is continuous.

If an employee has been on full pay status for less than eleven (11) working days of the calendar month, longevity will not be credited for that calendar month.

Longevity payments shall be made by the County in one lump sum payment in a separate paycheck to the employee in the payroll period after the employee's anniversary date.

Only regularly scheduled employees who are on the County payroll at the time of longevity payment will be entitled to the longevity benefit. Employees who retire prior to the longevity payment will receive a prorated amount at the time of retirement based on their date of retirement.

3. Health, Dental, and Vision Insurance

a. Health Insurance:

Cortland County provides group health, hospitalization, major medical insurance, and prescription drug coverage through a self insured Participating Provider Network (PPN) for all full time and part-time employees covered by this policy and their

eligible dependents. Effective January 1, 2007, both the full and part-time employee share of this coverage shall be twenty percent (20%). The County's Health Benefits Program is fully described in the Plan Booklet.

Prescription Drug Coverage:

The County Health Insurance Plan includes a three tier formulary plan for prescription drugs. Employees may obtain prescription medications through the following providers and will pay the following co-pays:

Maintenance Medications

- i Employees may obtain available brand name prescription maintenance medications through the voluntary international mail order program from CortlandMeds at \$0 co pay. Please check available medications list at the Personnel Office or CortlandMeds.com.
- ii Employees who fill prescriptions for maintenance medications through the domestic mail order program will pay one co-pay per 90-day supply:
 - \$10 for generic
 - \$20 for brand name formulary
 - \$35 for non-formulary
- iii Employees who fill prescriptions for maintenance medications at a retail pharmacy will pay one co-pay per 30-day supply. Only 30 day fills will be available at the retail pharmacy.
 - \$10 for generic
 - \$20 for brand name
 - \$35 for non-formulary

UPON THE FOURTH REFILL AT RETAIL, EMPLOYEES SHALL PAY A PENALTY CO PAY AT 50% OF THE **DRUG COST**.

Maintenance medications that are not able to be filled through the mail order program are excluded from the fourth refill penalty and may be processed as non-maintenance medications as described below.

Non-maintenance medications

- \$10 for generic
- \$20 for brand name formulary
- \$35 for non-formulary

Employee contributions / Eligibility:

Employee contributions for the health insurance premium shall be deducted in equal amounts from each bi-weekly paycheck. Coverage for new employees hired prior to the 16th of the month shall become effective on the first of the following month. Coverage for new employees hired on or after the 16th of the month shall become effective on the first day of the second month following employment (e.g. date of hire of May 17 would result in coverage effective July 1).

Enrollment in the health insurance plan shall take effect as described herein or during the open enrollment period held at once per year.

Deleted: six (6) month intervals

b. Dental Insurance:

The County provides a self insured dental plan for full-time and part-time employees. Employees shall be responsible for 50% of the monthly premium equivalent, if coverage is elected. Dependent coverage is available at 100% of the cost of the monthly premium equivalent.

c. Vision Insurance:

The County provides a self insured vision plan for full-time and part-time employees. Employees shall be responsible for 50% of the monthly premium equivalent, if coverage is elected. Dependent coverage is available at 100% of the cost of the monthly premium equivalent.

The Employer provides the I.R.S. Section 125 spending account plan for employee contributions toward Health, Dental, Vision and other authorized and applicable health care related costs, and authorized and eligible day care expenses. The plan is administered by a Third Party Administrator and conforms with I.R.S. regulations.

4. Health Insurance coverage upon retirement

Employees shall be eligible to continue health coverage for themselves and any eligible dependents in retirement, provided they have met the following requirements:

- a. completion of a minimum of ten years of service (Employees hired on or after January 1, 2005 shall require ten (10) years continuous service) with Cortland County during which the employee was eligible to receive Health Insurance; and
- b. are employed by Cortland County at the time of retirement; and
- c. are enrolled in the health plan at the time of retirement; and

- d. provide the Employer with proof of retirement and otherwise meet the definition of retirement as specified by the NYS Retirement System.
- e. Be at least 55 years old;

The Retiree's share of Health Insurance costs shall be as follows:

Employees who retire and were hired prior to January 1, 2006:

<u>Employee Share</u>	<u>County Share</u>
10%	90%

Employees hired on or after January 1, 2006:

	<u>Employee Share</u>	<u>County Share</u>
10 years service but less than 15 years	50%	50%
15 years service but less than 20 years	35%	65%
20 years service or more	20%	80%

For All Retirees: Upon qualification for Medicare Part B, all retirees must enroll and provide the Medicare Part B required information to the Personnel Department.

The spouse of a deceased retired employee may continue to participate in the County's Health Plan upon payment of 100% of the monthly premium equivalent.

5. Retirement

The County participates in the New York State Employee's Retirement System with all rights and benefits presently provided by the Career Retirement Plan under Section 75i and 14b of the Retirement and Social Security Law. All permanent, full-time employees are enrolled in the New York State and Local Retirement System. A Retirement System booklet is provided at orientation. This booklet provides all basic information on the Retirement System benefits. Due to changing legislation and regulations, you should check with the N.Y.S. and Local Retirement System directly to obtain information regarding your benefits.

In addition, Cortland County offers the following Retirement Enhancements:

* May not apply to 14b members

- a. Section 41(j) - the application of unused sick leave accruals towards additional service credit upon retirement
- b. Section 41(k) - military service credit buy back.
- c. Section 60(b) - Minimum Death Benefit of up to three times the employee's annual rate of pay depending on length of service of employee at time of death and retirement tier.

6. Social Security

Social Security provides income protection when an employee's earnings either cease or are reduced as a result of retirement, disability, or death. Social Security benefits are based on the employee's salary history up to the maximum Social Security taxable wage base. Each payroll period, payroll deductions made by the employee are matched by Cortland County to provide this benefit. Complete information is available from the Social Security Office.

7. Worker's Compensation

Employees who suffer an injury or illness which is directly related to their employment shall be eligible for Worker's Compensation Benefits amounting to a maximum of two-thirds of an employee's salary, depending on the degree of injury. Employees must file the required report form immediately following the job related accident.

Deleted: 7. Life Insurance and Long-term Disability Insurance

The County participates in, through payroll deducti
Life Insurance and Disability Insurance through the Ne
State Association of Counties. Both programs are volu
with the full premium paid by the employee.

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8. Employee Assistance Program

The County will provide an Employee Assistance Program through a qualified provider of the County's choice. Employees will be responsible for any co-payments applicable to the services provided. All records of the Employee Assistance Program are confidential between the employee and the provider. The fact that an employee utilizes such assistance shall not impact promotional opportunities or job security.

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9. Defense and Indemnification

The County of Cortland shall provide for the defense and indemnification of employees covered by this policy for actions or omissions made in the ordinary course of their employment in accordance with the procedures and policy outlined in Local Law # 3 of 2004. Employees requesting assistance under this section are advised to make a written request to their Department Head or County Administrator within three (3) business days of their receipt of any summons, complaint, process, notice, demand, or pleading that may require defense and indemnification coverage.

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10. Deferred Compensation Plan (457c)

A Deferred Compensation Plan is a voluntary savings program created by federal and state law that enables public employees to save a portion of their gross pay before federal, state, and local income taxes are deducted. Currently, Cortland County participates in the NYS Deferred Compensation Program. The amount deferred accumulates tax free until the funds plus earnings are distributed, generally after retirement. Information regarding the complete details of the Deferred Compensation Program and payroll deduction forms are available in the Personnel Department.

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11. Tuition Reimbursement

Employees covered by this policy are eligible for tuition, books and fees reimbursement for job related/advancement courses at the undergraduate and graduate level, subject to the approval of the Department Head and the oversight Committee. Reimbursement will be made at the four-year SUNY undergraduate or graduate rate, as

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applicable for approved courses upon receipt of satisfactory completion of the course. Employees who withdraw from a course after the deadline date for withdrawal without penalty may be required to reimburse the County for the cost of the course. The County will not duplicate reimbursement from any other source. Course requests are available in the Personnel Office.

The County shall reimburse the renewal cost of licenses and certifications required to perform their jobs.

An employee who resigns from County employment, excluding for reasons of disability, death or an event beyond the control of the employee, and has received tuition reimbursement shall be required to refund the County according to the following schedule:

<u># of Months Since Course Completion</u>	<u>% Refund Due the County</u>
0 - 12	100
13 - 24	50
25 - 36	25

In the event an employee fails to make such refund by the resignation date, the employee shall forfeit payment of accrued vacation and compensatory time, not to exceed monies owed. Any remaining balance shall be deducted from the employee's final paycheck.

Professional development requests will be reviewed as part of the annual County budget process subject to procedures developed by the County Administrator.

12. Travel for County Business

Employees covered by this policy will be reimbursed for necessary and reasonable expenses incurred in the performance of County business in accordance with separate policy and upon submission of an approved claim form. Generally, mileage will be reimbursed at the rate in cents per mile that is allowed by the IRS.

Travel authorization and conference attendance shall be required in all cases involving out of County and overnight travel. Travel will be in accordance with the Cortland County Policy and Procedure Authorization to Travel.

13. Civil Service Exam Fees

Cortland County Managers and Administrators taking civil service examinations for Cortland County positions shall pay only the fee assessed the County by the New York State Municipal Service Division.

14. Safety Equipment

The County will, at its cost through reimbursement, provide managerial-level employees with necessary safety equipment and/or uniforms to carry out job duties.

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Deleted: 13. Employees' Savings Plans

A number of different options are available for ord savings through payroll deductions. Employees may en U.S. Savings Bonds through authorized payroll deducti contacting the Treasurer's Office. Should an employee use the direct deposit payroll option, the County's bank transfer funds to the employee's savings or checking ac The Credit Union will also provide savings accounts th authorized payroll deduction.

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Deleted: Travel authorization shall be submitted on t approved form in writing to the County Administrator than seven (7) days prior to the first date of travel.

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Requests for reimbursement will be processed by voucher submitted to the Manager of Audit and Financial Projects.

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III. Attendance and Leave Benefits

A. Office Hours

County Offices shall be open for the conduct of business and convenience of the public in strict accordance with the hours prescribed by the Cortland County Legislature and in accordance with existing State and County regulations.

(Generally, 8:30 a.m. - 4:30 p.m. 9:00 a.m. to 5:00 p.m. or 8:00a.m. to 4:00 p.m.).

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B. Base Work Day/Work Week

1. Department Heads and Management employees are responsible for performing the duties of their office. The work day is determined by the tasks to be performed. The work week for full time employees shall be a minimum of 35 hours per week or 40 hours per week, depending on the position. Part time employees vary dependent on the position.

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Most Department Heads and Management employees are not eligible for overtime compensation; however, they may accumulate one (1) week of compensatory time on a rolling bank basis to be used during their employment. Part time employees compensation time may not exceed 40 hours unless approved by the County Administrator. Compensatory time will be earned hour for hour. Compensatory time is to be earned only for time worked in the actual performance of the job. Examples of time worked include (but not limited to) required attendance at evening Legislative Sessions, community meetings on evenings and weekends, completion of special projects requiring a deadline (ie: grant writing) and responding after hours and /or on weekends for work issues that cannot wait until normal work days/ hours. Compensatory time is not intended to be earned for occasional work at home, reading reports, or material that will otherwise prepare you and make you successful at your job.

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Management employees shall receive prior approval to earn and use compensatory time from the Department Head. Earned and used compensatory time will be reported to Personnel like all other leave accruals.

*Compensation may be provided in special circumstances at the discretion of the County Administrator and report to oversight committee.

Department Heads are not required to obtain prior approval to earn compensatory time; however, in addition to reported, earned, and used compensatory time will be reported to Personnel like all other leave accruals. An e-mail will be sent to the County Administrator recording the date, reason, and amount earned.

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Unused compensatory time will not be paid at time of separation from service for Grades 1-11 Department Heads and Management Employees.

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C. Emergency Management Responsibilities

It shall be the responsibility of all employees covered by this policy to report for duty at times and places designated by the Chairman of the Legislature or County Administrator, or their designee, when a natural disaster or emergency has occurred. Designated radio and television station(s) shall be considered as carrying official information. A designated phone number and County website will also be accessible.

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D. Holidays

Employees covered by this policy who, in the judgment of the Department Head, can be spared without interfering with the operation of the department, will be allowed time off with pay to observe the following holidays, provided such employee shall have worked the work day immediately preceding such holiday and provided such employee works the work day immediately following such holiday unless the employee is using paid benefit time, other than sick time, for which prior approval has been given. Employees who are required to work on a holiday will receive equal time off in lieu of the holiday.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

An annual holiday calendar will be issued by the Personnel Department designating when holidays will be observed.

In addition, employees on payroll prior to July 1st of any year will receive one (1) floating holiday.

If an employee is absent from work due to illness on either the last regularly scheduled work day prior to the holiday or the first regularly scheduled work day following the holiday, he/she shall forfeit being paid for the holiday unless the absence is verified by a medical provider's statement, if requested by the Department Head, Personnel Director or County Administrator.

E. Annual Leave

1. Annual Leave will be earned and credited monthly. New employees must start on or before the 15th of a month to receive annual leave credit for that month. On the first of January of each year of employment and every year of full-time continuous service thereafter, annual leave will be credited as follows:

Years of Credit	Days of Vacation Accrued Monthly	Maximum Days Earned Annually
At Least		

1 month	0.8333	10
2 years	0.9167	11
3 years	1	12
4 years	1.0833	13
5 years	1.1667	14
6 years	1.25	15
7 years	1.3333	16
8 years	1.4167	17
9 years	1.5	18
10 years	1.5833	19
11 years	1.6667	20
15 years	1.75	21
18 years	1.8333	22
20 or more years	2.0833	25

For the first January 1 of employment, the employee shall be credited with two years of service credit for vacation. Each January 1 thereafter, the employee shall be credited with an additional year of service.

Part-time employees regularly scheduled to work greater than half the Full Time Equivalent will receive a pro-rated value of annual leave.

Employees shall not accrue vacation leave for any period during which they are off the payroll for more than half of the working days per month.

2. Department Heads and Management Employees may carry a maximum balance of 50 days of accumulated annual leave credit.

3. Management/Confidential employees may carry 50 days of accumulated annual leave.

4. Upon the termination of an employee, either by resignation or retirement, the employee works ten (10) working days (days do not need to be consecutive but must include the last day of employment) following the day written notification is given, unless the employee has a death in his/her immediate family (as defined in II. Attendance and Leave Benefits- Bereavement) is required to report for jury duty (as defined in III. Attendance and Leave Benefits- Jury Duty) or is required to be absent from work for any other unforeseen reason that, at the discretion of the County Administrator and Personnel Officer, constitutes a valid reason for absence (for this clause only, if a paid holiday falls within the ten (10) day notice period, it shall be considered a day worked if all other required days are worked by the employee). Employees will receive a lump sum payment during the last payroll period for accumulated annual leave credits.

Employees shall submit requests for approval of use of annual leave to their Department Head. Department Heads shall notify the County Administrator and Chairperson of the oversight committee, in writing, of their intent to use consecutive days of annual leave, at least one (1) week in advance of the intended leave date, unless or except in special circumstances. Department

Deleted: and when at least two weeks notice is given employee of his intended termination, any unused annual credits are to be compensated at the employee's regular pay.

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Heads shall notify the County Administrator and Chairperson of the oversight committee when expecting to not report for work for the day.

6. Annual Leave shall be used in minimum increments of fifteen (15) minutes.

Deleted: . In no event shall a Department Head and command take their annual leave at the same time unless approved by the County Administrator, Legislative Chair and Committee Chairperson of oversight Committee.

F. Use of Accrued Vacation to pay Health Insurance Premium

1. Effective January 1, 2015, employees may convert accrued vacation days to monies to be used toward payment of their health care premium. Up to 4 days may be converted annually. A minimum of 10 days of accrued vacation must be available at the time of declaration. *Effective 1/1/2022 up to 5 days.

Individuals will declare in writing the intent to make this conversion during the health care open enrollment period of the prior year. The dollar amount will be applied toward the employee's health care premium contribution for the next calendar year and spread out equally to each pay period.

2. At the time of retirement, employees may opt to apply some or all of their accrued vacation towards payment of retiree health insurance premiums. If the retiree should die prior to exhausting all of the accrued vacation, the remainder shall be paid to the retiree's estate.

G. Sick Leave

Absence from duty by an employee of Cortland County by reason of the employee's own sickness, disability, or medical/dental appointments or that of their immediate family, shall be allowed as provided in this section. Absence from duty for such reasons, if duly granted by the Department Head, shall be considered and known as "sick leave".

1. Sick leave shall be credited at the rate of one and one-half (1½) days per month. Half-time employees shall earn a pro-rated amount of sick leave. Employees shall be charged sick leave time for actual hours used, in a minimum increment of fifteen (15) minutes. Sick leave credits will be earned when an employee is on full and active pay status for fifty percent (50%) of the working days in the calendar month. Days during which an employee is out on Worker's Compensation, in excess of 20 days are not considered to be days on full pay status for purposes of earning sick leave.

2. An employee who is absent on sick leave shall report his absence, and reason therefore, to his supervisor at the earliest possible time but no later than 9:30 a.m.

3. Sick leave shall be granted by the Department Head. Department Heads who are absent under the provisions of this section shall notify the County Administrator if the absence is anticipated to be of an extended nature and/or will interfere with departmental operations.

4. After 3 consecutive days of illness or after 12 cumulative days of illness during a 12 month period, a medical certificate may be required. When a pattern of abuse of sick leave is suspected, the department head may, upon advance notice, require an employee to provide proof of illness at any other time. The department head also may

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require the employee to be examined, at the County's expense, by a physician designated by the County Administrator.

5. Employees may utilize sick leave during the statutory waiting period while under Workers' Compensation.

6. Employees may accumulate unused sick leave up to a maximum of 200 days.

7. An employee who is employed for a full calendar year and who does not use any sick leave during a calendar year shall accrue an extra day of annual leave.

8. At the time of retirement, employees shall use the first 165 *unused sick leave days as extra pension credit in accordance with the rules established by the New York State Employees Retirement System. Employees may convert up to 35 unused sick leave days in excess of the 165 on a two-for-one basis not to exceed \$1,750 to pay for the employee's portion of retiree health insurance.*Tier 6 employees hired after 12-31-14 are limited to one hundred (100) days or as provided in the retirement legislation for Tier 6.

H. Emergency Pool

In conformance with the rules, the Personnel Officer is authorized to permit the use of hours in the pool by any current County employee who qualifies and makes a request for such hours based on a personal or family emergency. All decisions by the Personnel Officer shall be final and binding.

I. Family Sick Leave

1. An employee shall be allowed to use up to a maximum of thirty-five (35) hours [for a seven hour per day employee] or forty (40) hours [for an eight hour per day employee] of accumulated sick leave per calendar year for absence from work necessitated by illness of the employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including step sibling), grandparent, grandchild, parent-in-law, son/daughter-in-law or other person who is a member of the household. The Department Head may request written documentation from the employee to verify residency of other household members.

2. Effective July 1, 2008, each employee may use up to an additional thirty (30) days of sick leave for a family event which is Family Medical Leave qualified. The additional leave is not applicable for an intermittent FMLA request.

J. Personal Leave

1. Personal leave with pay shall be granted for religious observance or personal business.

2. Effective January 1st of each year, employees shall be credited with four days of personal leave. Employees who work at least half time shall receive prorated personal

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leave. Employees hired after January 1 or terminating service before December 31st shall receive a prorated share of personal leave credit.

3. Whenever possible, a request for personal leave should be submitted to the department head or their designee forty-eight (48) hours prior to the requested date. Department Heads shall notify the County Administrator's Office of instances where a Department Head will not be reporting for work for the day.

4. Personal leave may be granted only with the approval of the department head. Unused personal leave time shall be carried over at the end of the year credited as accumulated sick leave.

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During the first year of hire, personal time shall be prorated as follows:

<u>Date of Hire</u>	<u>Time Earned (40 hr/week)</u>	<u>Time Earned (35hr/week)</u>
<u>1/10-2/14</u>	<u>32 hours</u>	<u>28 hours</u>
<u>2/15- 3/31</u>	<u>28 hours</u>	<u>24.5 hours</u>
<u>4/1-5/14</u>	<u>24 hours</u>	<u>21 hours</u>
<u>5/15-6/30</u>	<u>20 hours</u>	<u>17.5 hours</u>
<u>7/1-8/14</u>	<u>16 hours</u>	<u>14 hours</u>
<u>8/15-9/30</u>	<u>12 hours</u>	<u>10.5 hours</u>
<u>10/1-11/14</u>	<u>8 hours</u>	<u>7 hours</u>
<u>11/15-12/31</u>	<u>4 hours</u>	<u>3.5 hours</u>

Upon permanent separation from County service, the time allowed for use prior to separation shall be pro-rated as follows:

<u>Date of Resignation</u>	<u>Total Time Allowed to be Used (40hrs/week)</u>	<u>Total Time Allowed to be Used (35hrs/week)</u>
<u>1/10-2/14</u>	<u>4 hours</u>	<u>3.5 hours</u>
<u>2/15-3/31</u>	<u>8 hours</u>	<u>7 hours</u>
<u>4/1-5/14</u>	<u>12 hours</u>	<u>10.5</u>
<u>5/15-6/30</u>	<u>16 hours</u>	<u>14 hours</u>
<u>7/1-8/14</u>	<u>20 hours</u>	<u>17.5 hours</u>
<u>8/15-9/30</u>	<u>24 hours</u>	<u>21 hours</u>
<u>10/1-11/14</u>	<u>28 hours</u>	<u>24.5 hours</u>
<u>11/15-12/31</u>	<u>32 hours</u>	<u>28 hours</u>

Family Medical Leave

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The County will abide by provisions and regulations of the Federal Family and Medical Leave Act (FMLA).

L. Leaves of Absence

1. A leave of absence without pay of up to one year may be granted to employees covered by this policy. A written request for a leave of absence must be submitted to the County Administrator (for Department Heads) or to the Department Head (for Management and Management/ Confidential employees) at least four (4) weeks prior to the requested date of leave stating the reason for the leave and the anticipated duration of the leave. Department Heads will confer with the County Administrator and the Personnel Director prior to granting a leave to Management and Management/Confidential employees.

2. A leave of absence shall not be granted to accept other employment.

3. No leave shall be authorized which may exceed the remaining period of a term appointment.

4. Not less than thirty (30) days prior to the expiration of an employee's leave, the employee shall be required to submit written notification to the County Administrator or Department Head of their intention to return to work.

5. When an employee is on a leave of absence for one-half of a month or longer, sick leave, longevity and vacation will be pro-rated to reflect the leave. Employees on an unpaid leave of absence will be required to contribute the full cost of health insurance and any other paid fringe benefits for the period beyond three (3) months, except as otherwise provided by law or rule.

M. Bereavement Leave

1. In the event of the death of an employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including step sibling), grandparent, grandchild, parent-in-law, or other person who is a member of the household (the Department Head may request written documentation from the employee to verify residency of other household members), the employee shall be excused from work, if the employee was scheduled to work, with pay at his/her request, for up to four (4) days. One (1) day of the four (4) may be retained for funeral later interment and/or celebration.

The use of up to four (4) days referred to in "1" are to be used within thirty (30) days of the employee's receipt of notification of a qualifying death. The requested bereavement days must be used consecutively and cannot be spread over a 30-day period. Employees may still retain one (1) day for interment. Where special circumstances exist which prohibits use within the 30-day period, a request may be made to the County Personnel Officer for other accommodations. The Personnel Officer shall have sole authority to grant an exception.

a. In the event of the death of any relative not outlined in Section 1 of this Article, the employee shall be excused from work at his/her

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¶ Because of the birth of a son or daughter of the employee in order to care for such son or daughter;¶
Because of the placement of a son or daughter with the employee for adoption or foster care;¶
In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; ¶
Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

¶ An eligible employee shall be required to use accrued vacation or personal leave for instances provided under subparagraphs 1 or 2 above. An eligible employee shall be required to use accrued paid vacation leave, personal leave or family sick leave for leave provided under paragraph 3 or 4 above for any part of the twelve week period of such leave.

¶ The County shall maintain coverage for health insurance for an employee on leave pursuant to this section for the duration of the twelve week period, and under the conditions coverage have been provided if the employee had continued in employment continuously for the duration of such leave. The County may recover the premium that the County paid maintaining coverage for the employee under such group-term life insurance plan during any period of unpaid leave if the employee fails to return from leave after the twelve week period except if the employee fails to return because of the continuation, renewal or onset of a serious health condition that entitles the employee to leave under subparagraph 1 or 2 above or, other circumstances beyond the control of the employee.¶

¶ Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the family leave act.

request on the day of the funeral utilizing accrued personal leave, vacation leave, floating holiday or comp time.

- b. Employees covered by this Agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

N. Jury Duty

Upon receipt of proof of the necessity of jury services or appearance as a witness to subpoena or other order of the court (for job related actions only), employees shall be granted leave with pay to provide time as needed for such service. Any compensation received, less expenses, for said service shall be returned to the County Treasurer within five (5) working days from the time it is received by the employee. An employee, who is dismissed for the day or from service within two (2) hours or more remaining in his/her regular scheduled work day is required to report to work.

O. Military Leave

Employees serving as a member of an organized militia or any reserve force or reserve component of the Armed Forces of the United States are entitled to paid leave not to exceed thirty (30) calendar days or twenty-two (22) work days, which ever occurs first, in accordance with Section 242 of Military Law. Requests for military leave should be presented to the Department Head or County Administrator as soon as possible upon receipt of orders.

Miscellaneous

P. Reasonable Suspicion Alcohol and Controlled Substance Policy

Cortland County intends to maintain a drug and alcohol free workplace and, as such, has adopted procedures for conducting screenings of all employees for the use of illegal drugs and improper use of prescription drugs and alcohol based upon reasonable suspicion.

Q. Personal Appearance of Employees

It is important that all County employees project a professional image to the patients, clients and/or members of the general public with whom they interact. Employees are expected to dress in a manner appropriate to their working environment and to the type of work performed. Employees who are required to wear uniforms and safety equipment are expected to wear them in their entirety.

R. Employee Evaluations

With the exception of Elected Officials, all employees under this policy shall receive an annual performance appraisal 60 days prior to their anniversary date in accordance with adopted Legislative Policy.

S. Equal Employment Opportunity

It is the policy of Cortland County to provide equal opportunity in employment for all qualified persons; to prohibit unlawful discrimination in employment; and to promote the full realization of equal opportunity on a continuing basis through a realistic Affirmative Action Plan.

This Policy of Equal Employment Opportunity:

Applies to all persons without regard to race, color, creed, national origin, age (18-70), sex, disability, religion, marital status, political affiliation, or criminal record.

Applies to all County organizational departments and governs all County employment practices, policies, and actions.

Provides that no local practice, or procedure or policy exists which serves to diminish or negate such equal opportunity.

All Department Heads, Management, and Management/Confidential employees are expected to comply with this policy directive and to insure equal opportunity in all Human Resources practices within their individual departments.

T. Code of Ethics

Employees shall be bound by Section 806 of the General Municipal Law and Resolution of the County Legislature adopting a Code of Ethics. Employees shall behave in the highest moral and ethical conduct in accordance with State and County Law. A copy of the County's Code of Ethics is provided upon hire.

U. External News Media

Employees covered by this policy are to interact with external new media (ie: broadcast, electronic print) as prescribed below to provide an effective and efficient framework to facilitate the timely, accurate, comprehensive, authoritative and relevant to all aspects of Cortland County.

Refer all media inquiries to your respective department head. Please do not say you are not allowed to talk to the media. Instead, state that all media inquiries are to be directed to department heads. In some instances department heads may want to involve and/or refer to the County Attorney.

A department head may designate a deputy or an employee covered by this policy to speak in their absence. A written designation letter shall be filed with Personnel, County Attorney and the Clerk of the Legislature. Said designation may be revoked at any time.

V. Questions of Intent or Application of this Policy

Questions regarding the intent of proper application of any provision of this policy shall be directed to the Director of Personnel. The Director of Personnel shall meet with the County Administrator and Chairman of the Legislature to determine the proper course of action to take on any question.

ON MOTION OF KELLY FAIRCHILD-PRESTON

RESOLUTION NO. 351-20

**Amend Management/Management Confidential Compensation Policy Grade and Step Schedule for
2021 – Personnel Department**

WHEREAS, the Cortland County Legislature adopted a local law on November 14, 2011 entitled “A Local Law to Adopt the County of Cortland Employment Policy Manual for Department Heads, Management Employees, Management/Confidential Employees and a Grade and Step plan for employees falling under the

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plan”, AND

WHEREAS, the 2021 adopted County budget includes a 2% cost of living adjustment for Management/Management Confidential employees, AND

WHEREAS, the 2021 adopted County budget includes a 2% cost of living adjustment for employees who are off scale, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes and directs a 2% cost of living adjustment for those employees who in the “County of Cortland Employment Policy Manual for Department Heads, Management Employees, Management/Confidential Employees and a Grade and Step plan for employees falling under the plan” effective January 1, 2021 in accordance with the following schedule.

2021 GRADE AND STEP FOR MANAGEMENT CONFIDENTIAL BASED ON A 2.0% INCREASE						
Grade	1 hire rate	2 2 year	3 4 year	4 6 year	5 8 year	6 10 year
1	\$85,522	\$88,944	\$92,500	\$96,200	\$100,047	\$104,050
2	\$79,554	\$82,739	\$86,047	\$89,488	\$93,067	\$96,791
3	\$74,005	\$76,965	\$80,044	\$83,246	\$86,575	\$90,037
4	\$68,842	\$71,595	\$74,460	\$77,437	\$80,536	\$83,755
5	\$64,039	\$66,601	\$69,264	\$72,034	\$74,916	\$77,913
6	\$59,571	\$61,953	\$64,432	\$67,008	\$69,689	\$72,477
7	\$55,414	\$57,632	\$59,936	\$62,335	\$64,827	\$67,421
8	\$51,547	\$53,611	\$55,757	\$57,986	\$60,304	\$62,717
9	\$47,952	\$49,870	\$51,865	\$53,939	\$56,096	\$58,341
10	\$44,607	\$46,391	\$48,248	\$50,175	\$52,185	\$54,272
11	\$41,494	\$43,154	\$44,881	\$46,675	\$48,543	\$50,484
Management Confidential						
5	\$21.8569	\$22.7313	\$23.6406	\$24.5861	\$25.5695	\$26.5925
4	\$20.2040	\$21.0120	\$21.8525	\$22.7267	\$23.6357	\$24.5813
3	\$19.4268	\$20.2040	\$21.0120	\$21.8525	\$22.7267	\$23.6357
2	\$18.6797	\$19.4268	\$20.2040	\$21.0120	\$21.8525	\$22.7267
1	\$17.9612	\$18.6797	\$19.4268	\$20.2040	\$21.0120	\$21.8525

Grade 1 Public Defender County Attorney Commissioner of Social Services Director of Information Technology Public Health Director, Director, Comm. Mental Health Services Superintendent of	Grade 2 Sheriff	Grade 3 Undersheriff Personnel Officer Chief Assist. District Attorney Chief Social Services Attorney Chief Assist. Public	Grade 4 Probation Director (Group B) Deputy Highway Supt. Deputy Public Health Director, Director of Planning County Clerk Asst. District Attorney County Auditor Asst. Public Defender Asst. County Attorney Assistant
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Highways Director of Finance		Defender Chief County Attorney	Director of Finance Social Services Attorney Director of Emergency Response & Communications Manager of Audit and Financial Projects Deputy Director of Information Technology Plan Administrator
<u>Grade 5</u> Director, Area Agency on Aging Director, Real Property 1 Grant Administrator Director of Environmental Health Highway Engineering and Maintenance Supervisor Director of Community Health Services Deputy Commissioner of Social Services	<u>Grade 6</u> Director of Administrative Services Clinical Dir. of MH Deputy Personnel Officer Supervisor, Solid Waste Management	<u>Grade 7</u> Bldg. & Grounds Superintendent Medical Director Medical Advisor Clerk of the Legislator Deputy Dir. Of Real Property I Assistant Dir. Area Agency on Aging Director of Program Development	<u>Grade 8</u> Public Health Program Manager Assistant Director of Administrative Services Recycling Coordinator Assistant Director of Emergency Response & Communications
<u>Grade 9</u> Emp. & Training Director Family Support Services Director <u>Assistant Dir. Of Emergency Response & Communications</u> CAC Coordinator	<u>Grade 10</u> Fiscal Officer Dir. of Veterans' Services Agency Dir. of Weights and Measures Nutrition Program Manager	<u>Grade 11</u> Deputy County Clerk Motor Vehicle Director Safety Officer Coroner County Treasurer Fiscal Officer Trainee Deputy Clerk of the Legislature	

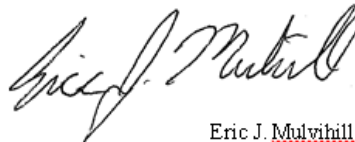
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<u>Grade 1</u> Election Clerk Secretary to the Plan Administrator	<u>Grade 2</u> Secretary II Secretary to Co. Administrator Investigator Secretary to County Administration Secretary to the Commissioner of Social Services Secretary to County Attorney	<u>Grade 3</u> Sr. Election Clerk Secretary to Sheriff Secretary to D. A. Personnel Assistant	<u>Grade 4</u> Paralegal Personnel Tech. Trainee Payroll Coordinator Office Manager Data Officer	<u>Grade 5</u> Personnel Technician Legal Associate
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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 19th day of November, 2020 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 19th day of November, 2020.



Eric J. Mulvihill
Clerk of the Cortland County Legislature