



# Cortland County Legislature

## Legislative Session

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

~ Minutes ~

Thursday, March 28, 2024

6:00 PM

Board Room

### Salute to the Flag

### Call to Order

The meeting was called to order at 6:04 PM by Chair of the Legislature Kevin Fitch

### Roll Call

| Attendee Name      | Organization        | Title                    | Status  | Arrived |
|--------------------|---------------------|--------------------------|---------|---------|
| Douglas Bentley    | Cortland County, NY | Legislator               | Present |         |
| Cathy Bischoff     | Cortland County, NY | Legislator               | Present |         |
| Reed Cleland       | Cortland County, NY | Legislator               | Present |         |
| Mitchel Eccleston  | Cortland County, NY | Legislator               | Present |         |
| Beau Harbin        | Cortland County, NY | Minority Leader          | Present |         |
| Paul Heider        | Cortland County, NY | Majority Leader          | Present |         |
| Linda Jones        | Cortland County, NY | Legislator               | Present |         |
| Dominick Mantella  | Cortland County, NY | Legislator               | Present |         |
| William McGovern   | Cortland County, NY | Legislator               | Present |         |
| Joseph Nauseef     | Cortland County, NY | Legislator               | Present |         |
| Christopher Newell | Cortland County, NY | Legislator               | Present |         |
| Sandra Price       | Cortland County, NY | Legislator               | Present |         |
| Ronald J. Van Dee  | Cortland County, NY | Legislator               | Present |         |
| Keith VanGorder    | Cortland County, NY | Legislator               | Present |         |
| Eugene Waldbauer   | Cortland County, NY | Legislator               | Present |         |
| Susan Wilson       | Cortland County, NY | Legislator               | Present |         |
| Kevin Fitch        | Cortland County, NY | Chair of the Legislature | Present |         |
| Savannah Hempstead | Cortland County, NY | Clerk of the Legislature | Present |         |
| Rob Corpora        | Cortland County, NY | County Administrator     | Present |         |
| Victoria J. Monty  | Cortland County, NY | County Attorney          | Present |         |

## Approval of Minutes

1. Cortland County Legislature - Legislative Session - Feb 22, 2024 6:00 PM

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                            |
| <b>MOVER:</b>    | Joseph Nauseef, Legislator                                                                                                                             |
| <b>SECONDER:</b> | Paul Heider, Majority Leader                                                                                                                           |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

## Privilege of the Floor

### Proclamations & Recognitions

1. 2024 Fair Housing Month Proclamation

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>COMPLETED</b> |
|----------------|------------------|

2. Proclamation Honoring the SUNY Cortland Red Dragons Football Team: the 2023 NCAA Division III Football Champions

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>COMPLETED</b> |
|----------------|------------------|

### Presentation of Petitions, Communications, and Notice

#### Receive and File

1. PILOT Notice - ISpice, LLC

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                            |
| <b>MOVER:</b>    | Sandra Price, Legislator                                                                                                                               |
| <b>SECONDER:</b> | Beau Harbin, Minority Leader                                                                                                                           |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

2. 2023 Probation Department Annual Report

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                            |
| <b>MOVER:</b>    | Sandra Price, Legislator                                                                                                                               |
| <b>SECONDER:</b> | Joseph Nauseef, Legislator                                                                                                                             |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

3. 2023 County Clerk Annual Report

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                            |
| <b>MOVER:</b>    | Joseph Nauseef, Legislator                                                                                                                             |
| <b>SECONDER:</b> | Mitchel Eccleston, Legislator                                                                                                                          |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

### Reports of Standing, Special and Ad Hoc Committees

#### Articles Postponed to Day Certain

## Unfinished Business

### New Business

#### Resolutions

#### Referred from Finance & Administrative Committee

AGENDA ITEM NO. 1 – Microenterprise Assistance Program Grant Award - Take Off Property Solutions

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Cathy Bischoff, Legislator                                                                                                                             |
| <b>SECONDER:</b> | Paul Heider, Majority Leader                                                                                                                           |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF BISCHOFF**

**RESOLUTION NO. 60-24**

#### **Microenterprise Assistance Program Grant Award - Take Off Property Solutions**

WHEREAS, the Cortland County Legislature's Finance and Administration Committee was empaneled as the Cortland County Microenterprise Assistance Program Review Committee on March 28, 2024 for the purpose of reviewing applications received for the Microenterprise Grant Program; AND

WHEREAS, following said review the Committee recommended that Take Off Property Solutions, of 17-29 Main St., Suite LL5, Cortland, NY 13045, be awarded \$35,000 from the Microenterprise program; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby accepts and approves the recommendation of the Cortland County Microenterprise Assistance Program Review Committee and hereby awards the sum \$35,000 to Take Off Property Solutions, of 17-29 Main St., Suite LL5, Cortland, NY 13045, from the Cortland County Microenterprise Assistance Program funding; AND BE IT FURTHER

RESOLVED, that the County Administrator and/or Chair of the Cortland County Legislature, upon review of the County Attorney or designee, is hereby authorized to prepare and execute any and all agreements and sub-recipient agreements necessary and incident to this award.

#### Resolutions from the Chair

AGENDA ITEM NO. 2 – Resolution Encouraging Cortland County Municipalities to Become Pro-Housing Communities

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Kevin Fitch, Chair of the Legislature                                                                                                                  |
| <b>SECONDER:</b> | Beau Harbin, Minority Leader                                                                                                                           |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF FITCH**

**RESOLUTION NO. 61-24**

#### **Resolution Encouraging Cortland County Municipalities to Become Pro-Housing Communities**

WHEREAS, housing affordability and availability are critical issues affecting the residents of Cortland County; AND

WHEREAS, the Pro-Housing Community Program, as outlined by Governor Hochul, aims to address these challenges by promoting responsible development and enhancing housing options for all New Yorkers; AND

WHEREAS, the goals of the Pro-Housing Community Program align with the values and objectives of Cortland County in fostering vibrant, inclusive, and sustainable communities; AND

WHEREAS, participation in the Pro-Housing Community Program offers opportunities for Cortland County municipalities to access technical assistance, funding, and resources to support the development of affordable and accessible housing; AND

WHEREAS, by becoming Pro-Housing Communities, Cortland County municipalities can demonstrate their commitment to addressing housing needs, promoting economic growth, and enhancing the overall quality of life for their residents; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby encourages all municipalities within Cortland County to enroll in the Pro-Housing Community Program administered by the New York State Homes and Community Renewal (HCR); AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature hereby encourages all municipalities to review and update zoning and building codes to allow for housing development in accordance with the guidance from the New York State Office of Homes and Community Renewal; AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature urges municipal leaders to actively collaborate with the HCR and other relevant stakeholders to develop and implement strategies that advance the goals of the Pro-Housing Community Program; AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature pledges its support to assist municipalities in their efforts to become Pro-Housing Communities by providing necessary resources, guidance, and advocacy; AND BE IT FURTHER

RESOLVED, that copies of this resolution be transmitted to the Governor Hochul, the New York State Office of Homes and Community Renewal, all municipalities within Cortland County, and other relevant stakeholders, urging their support and cooperation in this endeavor.

#### AGENDA ITEM NO. 3 – Appoint Member - Cortland County Board of Ethics

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Kevin Fitch, Chair of the Legislature                                                                                                                  |
| <b>SECONDER:</b> | Sandra Price, Legislator                                                                                                                               |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

#### ON MOTION OF FITCH

#### RESOLUTION NO. 62-24

#### 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:

Joan Robinson - Community Member - term to expire December 31, 2027

## **Referred from Building & Grounds Committee**

AGENDA ITEM NO. 4 – Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service and Repair with Kone Inc. - Buildings and Grounds Department

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Paul Heider, Majority Leader                                                                                                                           |
| <b>SECONDER:</b> | Ronald J. Van Dee, Legislator                                                                                                                          |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

### **ON MOTION OF HEIDER**

### **RESOLUTION NO. 63-24**

#### **Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service and Repair with Kone Inc. - Buildings and Grounds Department**

WHEREAS, Requests for Proposal for service and repair of all elevators, lifts and traction lifts owned by Cortland County were opened February 28, 2024; AND

WHEREAS, the elevators, lifts and traction lifts in existence have been in place for an extended period of time, which requires consistent preventative maintenance as well as the ability to respond in a timely fashion in the event of a service call; AND

WHEREAS, one proposal was submitted as follows:

Kone, Inc.  
836 North State Street  
Syracuse, NY 13205  
Maintenance Agreement - up to \$1,575.00/month  
Billing Rates for Services Require Outside Scope:  
Regular Time - \$285.00 per hour  
Overtime - \$425.00 per hour

; AND

WHEREAS, the Buildings and Grounds Committee recommends including the estimated annual cost for parts and repair based on previous experience, and all other aspects of the services to be offered within the proposal; NOW THEREFORE BE IT

RESOLVED, that on the recommendation of the Buildings and Grounds Committee this Legislature hereby authorizes an elevator service contract with Kone, 836 North State Street, Syracuse, NY, 13208, from March 1, 2024 through February 28, 2030 as the best value offered; AND BE IT FURTHER

RESOLVED, that on approval of the County Attorney or designee, the County Administrator is

hereby authorized to execute the agreement with Kone for elevator and chairlift service to be funded through Account No. A16205.54015, Maintenance Agreements.

AGENDA ITEM NO. 5 – Amend 2024 Budget/Authorize Agreement with Civic Plus for Audio Eye Website Accessibility - Information Technology

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Paul Heider, Majority Leader                                                                                                                           |
| <b>SECONDER:</b> | Beau Harbin, Minority Leader                                                                                                                           |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF HEIDER**

**RESOLUTION NO. 64-24**

**Amend 2024 Budget/Authorize Agreement with Civic Plus for Audio Eye Website Accessibility - Information Technology**

WHEREAS, Cortland County has a current contract with CivicPlus for the Cortland County website; AND

WHEREAS, the Cortland County Legislature wishes to continue to include AudioEye through CivicPlus on the Cortland County website to provide increased accessibility to the County website; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is hereby authorized and directed to enter into an agreement with CivicPlus, 302 S. 4th Street, Manhattan, KS 66502, for AudioEye in the amount of \$4,641.82; AND BE IT FURTHER

RESOLVED, that the 2024 budget be and hereby is amended as follows:

Increase:

|                                      |            |
|--------------------------------------|------------|
| A16805.54015 - Maintenance Agreement | \$4,641.82 |
| A359900 - Appropriated Fund Balance  | \$4,641.82 |

AGENDA ITEM NO. 6 – Authorize Agreement with Northstar Lifts LLC for Installation of CPL Lift at Dwyer Memorial Park - Buildings & Grounds Department

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Paul Heider, Majority Leader                                                                                                                           |
| <b>SECONDER:</b> | Sandra Price, Legislator                                                                                                                               |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF HEIDER**

**RESOLUTION NO. 65-24**

**Authorize Agreement with Northstar Lifts LLC for Installation of CPL Lift at Dwyer Memorial Park - Buildings & Grounds Department**

WHEREAS, there is a need to replace the elevator/lift at the Main Pavilion of Dwyer Memorial Park; AND

WHEREAS, the Buildings and Grounds Committee reviewed multiple quotes following no responses being received for a Request for Proposals (RFP) for the project; AND

WHEREAS, the Building and Grounds Committee recommends installing a Garaventa Elvoron CPL at Dwyer Memorial Park; AND

WHEREAS, it is the recommendation of the Building and Grounds Committee to enter into an agreement with Northstar Lifts, LLC, of 496 Route 281, Tully, New York 13159, for the installation of a Garaventa Elvoron CPL at Dwyer Memorial Park; AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 155-23 authorizing the use of up to \$100,000 of the Buildings and Grounds Capital Reserve, account no. A.386300.B&G, for the replacement of the elevator/lift; NOW THEREFORE BE IT

RESOLVED, that the Cortland Legislature hereby authorizes the County Administrator, upon review and approval of the County Attorney or designee, to enter into an agreement with Northstar Lifts, LLC, of 496 Route 281, Tully, New York 13159, for the installation of a Garaventa Elvoron CPL at Dwyer Memorial Park.

AGENDA ITEM NO. 7 – Award Bid for Lease of 49 Grant Street - Authorize Agreement with Catholic Charities of Cortland County - Buildings and Grounds

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Paul Heider, Majority Leader                                                                                                                           |
| <b>SECONDER:</b> | Beau Harbin, Minority Leader                                                                                                                           |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF HEIDER**

**RESOLUTION NO. 66-24**

**Award Bid for Lease of 49 Grant Street - Authorize Agreement with Catholic Charities of Cortland County - Buildings and Grounds**

WHEREAS, the Cortland County Buildings and Grounds Department released a Request for Proposals (RFP) for the lease of County-owned property located at 49 Grant Street, Cortland, New York 13045 for a term to not exceed five (5) years; AND

WHEREAS, the successful bidder shall be responsible for all costs and maintenance associated with the property, with the exception of maintenance and repairs to the roof; AND

WHEREAS, bids were received by and publicly opened on March 4, 2024 at 2:30 PM; AND

WHEREAS, one proposal was received from Catholic Charities of Cortland County, of 33-35 Central Avenue, Cortland, New York 13045; AND

WHEREAS, the proposed monthly rental amount is \$600 per month to be paid to the County; AND

WHEREAS, the Buildings and Grounds Committee recommends awarding the bid to Catholic Charities of Cortland County for the proposed monthly rental amount of \$600; NOW THEREFORE BE IT

RESOLVED, that the Cortland Legislature hereby authorizes the County Administrator, upon review and approval of the County Attorney or designee, to enter into a two (2) year lease agreement with Catholic Charities of Cortland County, of 33-35 Central Avenue, Cortland, New York 13045, beginning

April 1, 2024; AND BE IT FURTHER

RESOLVED, all revenue from said lease agreement shall be deposited into Account No. A162042.42410.

**AGENDA ITEM NO. 8 – Appoint Superintendent of Buildings and Grounds**

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Paul Heider, Majority Leader                                                                                                                           |
| <b>SECONDER:</b> | Ronald J. Van Dee, Legislator                                                                                                                          |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF HEIDER**

**RESOLUTION NO. 67-24**

**Appoint Superintendent of Buildings and Grounds**

WHEREAS, there is a vacant position of Superintendent of Buildings and Grounds due to a retirement; AND

WHEREAS, the Cortland County Rules of Order (Article IV; 1; I) directs a Committee Chair to “delegate two members of the committee, who shall participate in the selection of a Department Head in a department assigned to it in these Rules, for appointment by the Legislature;” AND

WHEREAS, Buildings and Grounds Committee members Paul Heider and Ronald VanDee were delegated and conducted interviews with the County Administrator and offered a recommendation for this appointment; AND

WHEREAS, the County Legislature has received from the County Administrator and the Buildings and Grounds Committee the recommendation for appointment of Allen Pankhurst as Superintendent of Buildings and Grounds; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature does hereby appoint Allen Pankhurst, as Superintendent of Buildings and Grounds effective March 29, 2024 at 12:01 AM, at an annual salary of \$66,481 (Management Compensation Plan Grade 8, Step 1, Competitive Class) pursuant to the terms and conditions of the Management Confidential/Management Employment Policy.

**Referred from Highway Committee**

**AGENDA ITEM NO. 9 – Appoint Members - Cortland County Airport Citizen's Advisory Committee**

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Christopher Newell, Legislator                                                                                                                         |
| <b>SECONDER:</b> | Linda Jones, Legislator                                                                                                                                |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF NEWELL**

**RESOLUTION NO. 68-24**

**Appoint Members - Cortland County Airport Citizen's Advisory Committee**

WHEREAS, the County owns and operates the Cortland County Airport at Chase Field; AND

WHEREAS, Resolution No. 213-15 created and appointed members to the County Airport Citizen's Advisory Committee; AND

WHEREAS, Resolution No. 151-18 adopted the By-Laws for Cortland County Airport Citizen's Advisory Committee; AND

WHEREAS, the membership, per the By-Laws, of the Cortland County Airport Citizen's Advisory Committee shall consist of ten (10) members and an alternate legislative liaison; AND

WHEREAS, the ten (10) members shall include a member of the Legislature in the capacity of liaison; with an alternate Legislator allowed in the event the liaison is unable to attend a meeting, the Cortland County Highway Superintendent, and eight (8) at-large members representing varied economic development, business and airport user interests; NOW THEREFORE BE IT

RESOLVED, that the following individuals be and hereby are appointed to the Cortland County Airport Citizen's Advisory Committee for a term to begin immediately and expire Dec. 31, 2025:

| <b>Name</b>        | <b>Capacity</b>               |
|--------------------|-------------------------------|
| Patrick M. Snyder  | At-large Member               |
| Brendan O'Bryan    | At-large Member               |
| James Spaller      | At-large Member               |
| David Keck         | At-large Member               |
| Matthew Wetherell  | At-large Member               |
| William Cobb       | At-large Member               |
| Douglas Withey     | At-large Member               |
| Charles Sudbrink   | Superintendent of Highways    |
| Christopher Newell | Legislative Liaison           |
| Paul Heider        | Alternate Legislative Liaison |

; AND BE IT FURTHER

RESOLVED, that the Committee shall provide advisory opinions to the Highway Committee and Legislature on airport operations and improvements, and goals for future development and financial security of the Cortland County Airport; AND BE IT FURTHER

RESOLVED, that the Cortland County Airport Citizen's Advisory Committee shall prepare and submit meeting minutes to the Legislature Office.

AGENDA ITEM NO. 10 – Create Two (2) Solid Waste Flow Control Officers - Highway Department

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Christopher Newell, Legislator                                                                                                                         |
| <b>SECONDER:</b> | Beau Harbin, Minority Leader                                                                                                                           |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

ON MOTION OF NEWELL

RESOLUTION NO. 69-24

**Create Two (2) Solid Waste Flow Control Officers - Highway Department**

WHEREAS, the needs of the Highway Department - Solid Waste Division will be better served by creating two (2) Solid Waste Flow Control Officers (\$30.00/hr, per diem, no benefits, pending

jurisdictional classification); AND

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

RESOLVED, that two (2) Solid Waste Flow Control Officers (\$30.00/hr, per diem, no benefits, pending jurisdictional classification) be created with permission to fill effective March 29, 2024, for a total cost not to exceed \$30,000.

AGENDA ITEM NO. 11 – Appoint Members to the Dwyer Memorial Park Advisory Board - Highway Department

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Christopher Newell, Legislator                                                                                                                         |
| <b>SECONDER:</b> | Reed Cleland, Legislator                                                                                                                               |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

ON MOTION OF NEWELL

RESOLUTION NO. 70-24

**Appoint 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 Board; AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 43-24 which adopted the By-Laws of the Dwyer Memorial Park Citizen's Advisory Board; AND

WHEREAS, the By-Laws state that the Advisory Board shall consist of 5-7 members that shall be residents of Cortland County and familiar with Dwyer Memorial Park; AND

WHEREAS, the term of appointment to the Board shall be for four (4) years; 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 Board for a term to expire on December 31, 2027:

Linda Jones - 2087 E. River Road, Cortland, NY 13045  
Larry Jones - 2087 E. River Road, Cortland, NY 13045  
Judah Currie - 6559 Steger Road, Preble, NY 13141  
Daron Foster - 5771 Hights Gulf Road, Cortland, NY 13045  
Kaidon Foster - 5771 Hights Gulf Road, Cortland, NY 13045  
Steven Fisher - 5579 Edonna Drive, Homer, NY 13045  
Gary Lawrence - 1805 Mountain View Drive, Homer, NY 13077

AGENDA ITEM NO. 12 – Authorize Memorandum of Agreement Between Cortland County and the Town of Preble for Sidewalk Installation on Little York Lake Road

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Christopher Newell, Legislator                                                                                                                         |
| <b>SECONDER:</b> | Ronald J. Van Dee, Legislator                                                                                                                          |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF NEWELL**

**RESOLUTION NO. 71-24**

**Authorize Memorandum of Agreement Between Cortland County and the Town of Preble for Sidewalk Installation on Little York Lake Road**

WHEREAS, the safety and accessibility of roadways are of paramount importance to Cortland County; AND

WHEREAS, the installation of sidewalks along portions of roadways enhances pedestrian safety and promotes community well-being; AND

WHEREAS, Little York Lake Road, situated within the jurisdiction of the Town of Preble, lacks sidewalks, posing risks to pedestrians and cyclists; AND

WHEREAS, Cortland County has the resources and expertise to undertake the installation of sidewalks along the designated portion of Little York Lake Road; AND

WHEREAS, the Cortland County Legislature's Highway Committee recommends authorizing a Memorandum of Agreement with the Town of Preble for the installation of a sidewalk on a portion of Little York Lake Road owned by the Town of Preble, to be installed by the Cortland County Highway Department; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby authorizes a Memorandum of Agreement with the Town of Preble for the installation of a sidewalk on a portion of Little York Lake Road owned by the Town of Preble, to be installed by the Cortland County Highway Department.

AGENDA ITEM NO. 13 – Authorize 2024 Landfill Amnesty Credit for Municipalities - Highway Department/Landfill

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Christopher Newell, Legislator                                                                                                                         |
| <b>SECONDER:</b> | Joseph Nauseef, Legislator                                                                                                                             |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF NEWELL**

**RESOLUTION NO. 72-24**

**Authorize 2024 Landfill Amnesty Credit for Municipalities - Highway Department/Landfill**

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

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

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

WHEREAS, the Cortland County Superintendent of the Highways is authorized to establish a credit for each municipality to dispose of waste at no charge; NOW THEREFORE BE IT

RESOLVED, the Superintendent of the Highway Department shall provide each municipality in Cortland County a credit of \$2,700.00 for 2024 and allow said municipalities to dispose of their waste other than garbage at the Cortland County Landfill; AND BE IT FURTHER

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

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

RESOLVED, that tires shall be excluded as an item that is accepted from the municipalities wishing to utilize the amnesty credit; AND BE IT FURTHER

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

## Referred from Government Operations Committee

AGENDA ITEM NO. 14 – Authorize Closure of Bank Account/Reallocation to Petty Cash Account - County Clerk

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Joseph Nauseef, Legislator                                                                                                                             |
| <b>SECONDER:</b> | Sandra Price, Legislator                                                                                                                               |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

### ON MOTION OF NAUSEEF

### RESOLUTION NO. 73-24

#### Authorize Closure of Bank Account/Reallocation to Petty Cash Account - County Clerk

WHEREAS, the Cortland County Legislature adopted Resolution No. 63-06 establishing a joint petty cash account for the County Clerk and DMV offices (the departments) in the amount of \$1,300; AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 282-21 allowing \$175 of the \$1,300 to be dedicated to a department cash account, where a checking account was established; AND

WHEREAS, access to the checking account is no longer needed; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby directs the County Clerk to close the bank account and add the \$175 bank balance to the petty cash account available within the departments; AND BE IT FURTHER

RESOLVED, the joint petty cash account available within the departments be shared as follows:

County Clerk location: \$400  
DMV location: \$900



AGENDA ITEM NO. 15 – Abolish Position of Risk Manager/Create Safety Director Position - County Attorney's Office

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Joseph Nauseef, Legislator                                                                                                                             |
| <b>SECONDER:</b> | Paul Heider, Majority Leader                                                                                                                           |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF NAUSEEF**

**RESOLUTION NO. 74-24**

**Abolish Position of Risk Manager/Create Safety Director Position - County Attorney's Office**

WHEREAS, the needs of the County Attorney's Office will be better served by abolishing one (1) position of Risk Manager and creating one (1) position of Safety Director; AND

WHEREAS, the Government Operations Committee recommends the abolition and creation of these positions; NOW THEREFORE BE IT

RESOLVED, that one (1) position of Risk Manager (Grade 9, Management Compensation Plan, \$61,842-82,312, competitive class, full time with benefits) be and hereby is abolished effective March 28, 2024 at midnight; AND BE IT FURTHER

RESOLVED, that one (1) position of Safety Director (Grade 9, Management Compensation Plan, \$61,842-82,312, competitive class, full time with benefits) be created with permission to fill effective March 29, 2024 at 12:01 am.

AGENDA ITEM NO. 16 – Appoint Democratic Election Commissioner

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Joseph Nauseef, Legislator                                                                                                                             |
| <b>SECONDER:</b> | Reed Cleland, Legislator                                                                                                                               |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF NAUSEEF**

**RESOLUTION NO. 75-24**

**Appoint Democratic Election Commissioner**

WHEREAS, the term of Thomas Brown, duly appointed Cortland County Democratic Election Commissioner expires December 31, 2024; AND

WHEREAS, the Cortland County Democratic Committee has submitted a certification endorsing the reappointment of Thomas Brown as the Cortland County Democratic Election Commissioner; NOW THEREFORE BE IT

RESOLVED, that Thomas H. Brown, of 6 Hamlin Street, Cortland, NY 13045, be and hereby is appointed as the Cortland County Democratic Election Commissioner for a term set to run January 1, 2025 through December 31, 2028.

## Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 17 – Authorize and Accept Community Resiliency, Economic Sustainability, and Technology Program (CREST) Grant - Department of Emergency Response & Communications

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Sandra Price, Legislator                                                                                                                               |
| <b>SECONDER:</b> | Beau Harbin, Minority Leader                                                                                                                           |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

### ON MOTION OF PRICE

### RESOLUTION NO. 76-24

#### **Authorize and Accept Community Resiliency, Economic Sustainability, and Technology Program (CREST) Grant - Department of Emergency Response & Communications**

WHEREAS, the New York State Senate through Senator Webb’s office has awarded the Cortland County Department of Emergency Response and Communications a Community Resiliency, Economic Sustainability, and Technology Program (“CREST”) grant in the amount of \$200,000.00 resulting in no new county costs; AND

WHEREAS, the grant will be covering the purchase and installation of two (2) breathing air compressors machines for the Cortland County fire service; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, County Attorney and Director of Finance, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby are authorized to sign the grant contract with the State of New York Dormitory Authority at an amount not to exceed \$200,000; AND BE IT FURTHER

RESOLVED, that the 2024 budget is amended as follows:

|                    | Current | Change    | Revised   |
|--------------------|---------|-----------|-----------|
| A34105.43306.CREST | 0       | \$200,000 | \$200,000 |
| A34105.52015.CREST | 0       | \$200,000 | \$200,000 |

; AND BE IT FURTHER

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

## Referred from Agriculture/Planning/Environment Committee

## Referred from Health & Human Services Committee

AGENDA ITEM NO. 18 – Authorize Agreement for Expanded In-Home Services for the Elderly (EISEP) and Caregiver Respite Programs - Office for Aging

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Ronald J. Van Dee, Legislator                                                                                                                          |
| <b>SECONDER:</b> | Christopher Newell, Legislator                                                                                                                         |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF VAN DEE**

**RESOLUTION NO. 77-24**

**Authorize Agreement for Expanded In-Home Services for the Elderly (EISEP) and Caregiver Respite Programs - Office for Aging**

WHEREAS, the Expanded In-Home Services for the Elderly (EISEP) and Caregiver Respite programs provide critical services to frail older adults; AND

WHEREAS, the Office for Aging requires the services of outside service providers and private organizations to fulfill its charge; AND

WHEREAS, the Office for Aging wishes to enter into a contract with CNY Seniors d/b/a Home Instead Senior Care of Ithaca, for the provision of non-medical personal care, chore/housekeeping services, and caregiver respite; AND

WHEREAS, the total amount of all EISEP and Caregiver Respite contracts shall not exceed the available funds allocated to each program as follows:

|                   |           |
|-------------------|-----------|
| EISEP Services    | \$130,652 |
| Caregiver Respite | \$2,500   |

; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, and subject to any appropriation of funding by the Legislature, be and hereby is authorized to execute said agreement.

AGENDA ITEM NO. 19 – Authorize Local Aging Adult for Satellite Services (LASS) Site Laptop Memorandums of Understanding - Office for Aging

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Ronald J. Van Dee, Legislator                                                                                                                          |
| <b>SECONDER:</b> | Paul Heider, Majority Leader                                                                                                                           |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF VAN DEE**

**RESOLUTION NO. 78-24**

**Authorize Local Aging Adult for Satellite Services (LASS) Site Laptop Memorandums of Understanding - Office for Aging**

WHEREAS, the Cortland County Office for Aging (CCOFA) has entered into agreements with the following entities to provide Local Aging Adult Satellite for Services (LASS) programs:

Town of Preble - Contract No. 325-23  
Cortland Chenango Rural Services - Contract No. 326-23

Scott Club, Inc. - Contract No. 327-23  
Virgil United Methodist Church - Contract No. 328-23  
Town of Truxton - Contract No. 329-23

; AND

WHEREAS, the CCOFA purchased six laptops in October of 2022 utilizing HDC5 Consolidated Appropriations Act funds for the enhancement of older adult programming; AND

WHEREAS, the CCOFA has determined it would be beneficial for the LASS programs to have equipment capable of connecting their sites to the CCOFA Age Well Center to engage in shared programming opportunities; NOW THEREFORE BE IT

RESOLVED that the Cortland County Legislature be and hereby approves the County Administrator and the CCOFA Director, upon review and approval by the County Attorney or designee, to sign Memorandums of Understanding for the loan and use of the aforementioned laptops to the organizations outlined herein for the purposes previously stated for the period April 1, 2024 to March 31, 2029 with the option for renewal.

AGENDA ITEM NO. 20 – Authorize Agreements for Contractual Psychiatrists - Mental Health Department

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Ronald J. Van Dee, Legislator                                                                                                                          |
| <b>SECONDER:</b> | Reed Cleland, Legislator                                                                                                                               |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

ON MOTION OF VAN DEE

RESOLUTION NO. 79-24

**Authorize Agreements for Contractual Psychiatrists - Mental Health Department**

WHEREAS, the Mental Health Department is in need of psychiatrists to serve its population and provide required NYS CPL 730 and MHL 9.60 evaluations; AND

WHEREAS, it would be in the best interest of the County to provide these services through an outside vendor contractor who specializes in these unique evaluations; AND

WHEREAS, Dr. Annas and Dr. Kumar, both licensed psychiatrists, are contractors selected to provide this to the Mental Health Department; NOW THEREFORE BE IT

RESOLVED, that the 2024 Cortland County Budget be and hereby is amended as follows:

Decrease:

A43105-51010-4200     \$40,000

Increase:

A43115-54615             \$40,000

; AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review by the County Attorney or designee, be

and hereby is authorized to enter into an agreement with Dr. Annas and Dr. Kumar, M.D. for Mental Health Department required NYS CPL 730 and MHL 9/60 evaluation services.

AGENDA ITEM NO. 21 – Appoint Member - Older Americans Act Advisory Council

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Ronald J. Van Dee, Legislator                                                                                                                          |
| <b>SECONDER:</b> | Linda Jones, Legislator                                                                                                                                |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

ON MOTION OF VAN DEE

RESOLUTION NO. 80-24

**Appoint Member - Older Americans Act Advisory Council**

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

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

RESOLVED, that the following be and hereby is appointed to the Older Americans Act Advisory Council of the Cortland County Office for Aging:

| Name          | Capacity         | Term Number          | Term Expiration |
|---------------|------------------|----------------------|-----------------|
| Sharon Torres | Community Member | 1 <sup>st</sup> Term | 12/31/2026      |

AGENDA ITEM NO. 22 – Authorize Contracts/Delegate Authority -Community Impact Dollars for HEALing Community Study - Mental Health Department

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Ronald J. Van Dee, Legislator                                                                                                                          |
| <b>SECONDER:</b> | Beau Harbin, Minority Leader                                                                                                                           |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

ON MOTION OF VAN DEE

RESOLUTION NO. 81-24

**Authorize Contracts/Delegate Authority -Community Impact Dollars for HEALing Community Study - Mental Health Department**

WHEREAS, the Cortland County Mental Health Department has been awarded an increase in Community Impact Dollars (CID) from \$262,813 to \$483,949 as part of the Columbia HEALing Community Study (HCS); AND

WHEREAS, the HCS leadership committee has designated the funds to be used for funding evidence-based practices and communications interventions matching the approved Columbia budget and action plans; AND

WHEREAS, it is the recommendation of the Health and Human Services Committee to authorize the Cortland County Administrator, Chair of the Cortland County Legislature's Health and Human Services Committee and the Director of Community Services for Cortland County to approve the designation of funds to the following Cortland County contracted agencies; with these budget adjustments:

| <b>2023-2024 Columbia Approved</b>      | <b>Original CID</b> | <b>Updated CID</b> |
|-----------------------------------------|---------------------|--------------------|
| Access to Independence                  | \$24,590            | \$32,343           |
| Cayuga Addiction & Recovery Services    | \$30,782            | \$251,918          |
| CACTC                                   | \$33,291            | \$33,291           |
| Cortland County Health Dept.            | \$37,191            | \$37,191           |
| Family & Children's Counseling Services | \$136,959           | \$129,206          |
| <b>TOTAL</b>                            | <b>\$262,813</b>    | <b>\$483,949</b>   |

; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Administrator, Chair of the Cortland County Legislature's Health and Human Services Committee and the Director of Community Services for Cortland County will approve the designation of funds to various Cortland County contracted agencies; AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review by the County Attorney or designee, be and hereby is authorized to execute agreements with approved county contracted agencies for these funds; AND BE IT FURTHER

RESOLVED, the Director of Finance is authorized to pay the approved county contracted agencies from the appropriate expense account.

AGENDA ITEM NO. 23 – Resolution Calling for the SFY 2024-25 Enacted Budget to Include Reforms for Determining the Capacity of a Defendant to Stand Trial

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Ronald J. Van Dee, Legislator                                                                                                                          |
| <b>SECONDER:</b> | Linda Jones, Legislator                                                                                                                                |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

ON MOTION OF VAN DEE

RESOLUTION NO. 82-24

**Resolution Calling for the SFY 2024-25 Enacted Budget to Include Reforms for Determining the Capacity of a Defendant to Stand Trial**

WHEREAS, section § 730 of the Criminal Procedure Law (CPL) provides that defendants charged with felonies who are mentally ill and/or developmentally disabled and who are determined by a court to be unable to understand the charges against them or participate in their own defense (often called “730’s”) are sent to New York State-operated forensic hospitals solely for the purpose of trying to restore them to competency so they can stand trial; AND

WHEREAS, the origin of CPL § 730 dates back over five (5) decades to the laws of 1970, and parts of it have been declared to be unconstitutional; AND

WHEREAS, competency restoration provides necessary medications but primarily provides services such as courtroom training to familiarize the defendant with courtroom procedures so they can participate in their trial; AND

WHEREAS, in the cases for which restoration is appropriate, most defendants can generally be restored within 90-150 days; AND

WHEREAS, unfortunately, there are also numerous situations where defendants have been kept in restoration for periods of three, six, or even 10 years; AND

WHEREAS, these lengthy confinements have been declared to be unconstitutional by the U.S. Supreme Court as shown in the case of *Jackson v. Indiana* (1972), which provides that states may not indefinitely confine criminal defendants solely on the basis of incompetence to stand trial; AND

WHEREAS, the Office of Mental Health (OMH) has diverged from agreements with the county mental health commissioners/directors of community services to provide specific and timely information on the clients/defendants ordered to restoration; AND

WHEREAS, the SFY 2020-21 budget required counties to pay 100 percent of the OMH State Operations costs for individuals receiving court-ordered mental health competency restoration services at State-operated Forensic Psychiatric Centers; AND

WHEREAS, as the full payors of these services, the commissioners must have timely access to any pertinent client information as deemed necessary to effectively manage their responsibilities under the Mental Hygiene Law; AND

WHEREAS, the county cost of these services is over \$1,300 per day and current statute does not require a timeline be established for when a defendant is unable to be restored; AND

WHEREAS, the county cost of restoration for one defendant can be upwards of \$400,000 per year; AND

WHEREAS, in New York State, counties, through the county tax levy, already bear an overwhelming portion of the financial burden for supporting individuals suffering from serious mental illness, and the requirement to assume 100% of 730.20 competency restoration costs has taken away millions of dollars from critical behavioral health programming in the community; AND

WHEREAS, given the advances in the behavioral health and the modernization of the criminal justice system, it is time for the State to reform the statutory authority governing competency restoration to ensure that only individuals who are appropriate subjects of 730 court orders are sent for restoration in accordance with the current state of these two systems; AND

WHEREAS, the Legislature has introduced S.1874 (Brouk)/A.5063 (Gunther), which seeks to address the reforms necessary to update the archaic requirements of current statute, many which have been deemed unconstitutional and includes a critical requirement to reinvest any savings derived by the counties back into the local mental hygiene systems of care as follows:

- CPL § 730.10 shall be modified to make clear that restoration is not mental health treatment, so the judiciary is better informed that a 730 order does not treat underlying mental health conditions;
- CPL § 730.20 shall be reformed to establish specific criteria for 730 examiners, streamlining the process to establish equity across the system, and that the psychiatrist or psychologist conducting

the psychiatric exam tell the court whether or not there is a reasonable chance of restoration, thereby granting the court an opportunity to allow diversion to mental health treatment;

- OMH will consistently follow their agreements with the county mental health commissioners/directors of community services to provide specific and timely information on the clients/defendants ordered to restoration;
- CPL § 730.20 shall adjust the fee for reimbursing psychiatric examiners;
- CPL § 730.50 shall limit the time defendants are ordered for restoration services; AND BE IT FURTHER
- MHL § 9.33 shall allow individuals to be transferred to Article 9 facilities if it is determined that a defendant is unable to be restored;
- MHL § 43.03 shall require Local Governmental Units (counties) to reinvest savings from these reforms into community mental health services

; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature calls on the State to support all provisions outlined in S.1874 (Brouk)/A.5063 (Gunther); AND BE IT FURTHER

RESOLVED, NYSAC shall forward copies of this resolution to Governor Kathy Hochul and the New York State Legislature encouraging them to include these reforms in the SFY 2025 Enacted Budget.

## **Referred from Finance & Administration Committee Cont.**

AGENDA ITEM NO. 24 – Resolution Calling for the Restoration of Funding for the Tourism Matching Grants Program in the SFY 2025 State Budget

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Cathy Bischoff, Legislator                                                                                                                             |
| <b>SECONDER:</b> | Sandra Price, Legislator                                                                                                                               |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF BISCHOFF**

**RESOLUTION NO. 83-24**

### **Resolution Calling for the Restoration of Funding for the Tourism Matching Grants Program in the SFY 2025 State Budget**

WHEREAS, the Tourism Matching Grants Program is a state-funded assistance program used by county and regional Tourism Promotion Agencies (TPAs), which are charged with researching, advertising, and marketing New York's top tourism destinations; AND

WHEREAS, this competitive grant program is one of the few remaining public-private partnerships where the state matches private TPA funding dollar-for-dollar, doubling the money used for targeted tourism promotion; AND

WHEREAS, in 2022, New York State welcomed a record 291.5 million visitors, the largest number of visitors in New York State's history, generating more than \$78.6 billion in direct spending and \$123 billion in total economic impact; AND



WHEREAS, direct visitor spending was also up seven percent from 2019, growing to \$79 billion from the previous record-high \$73.6 billion; AND

WHEREAS, tourism is the primary economic driver for many upstate communities that have not recovered fully from the economic aftershocks of the COVID pandemic; AND

WHEREAS, while unemployment nationwide has rebounded since the pandemic and reached record lows, the unemployment rate in New York state lags the nation; AND

WHEREAS, Tourism Matching Grants Program was funded at \$3.8 million prior to 2021 and has seen gradual decreases since; AND

WHEREAS, the SFY 2025 Executive Budget decreases funding for Tourism Matching Grants Program from \$3.45 million to 2.45 million; AND

WHEREAS, now is not the time to decrease this vital funding to local communities; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature urges Governor Kathy Hochul and the New York State Legislature to restore funding for the Tourism Matching Grants Program to a minimum of \$3.45 million in the final SFY 2025 State Budget; AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature be and hereby is directed to forward copies of this resolution to Governor Kathy Hochul, the New York State Legislature, the Commissioner of Agriculture and Markets, and all others deemed necessary and proper.

AGENDA ITEM NO. 25 – Rescind Resolution No. 214-23 - Allocation of Opioid Reserve Funding to the Alcohol and Drug Council of Tompkins County, Inc.

|                  |                                                                                                                                                        |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                             |
| <b>MOVER:</b>    | Cathy Bischoff, Legislator                                                                                                                             |
| <b>SECONDER:</b> | Joseph Nauseef, Legislator                                                                                                                             |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |

**ON MOTION OF BISCHOFF**

**RESOLUTION NO. 84-24**

**Rescind Resolution No. 214-23 - Allocation of Opioid Reserve Funding to the Alcohol and Drug Council of Tompkins County, Inc.**

WHEREAS, Resolution No. 214-23 authorized funding the Alcohol and Drug Council of Tompkins County, Inc. of 201 E. Green Street, Ithaca, NY 14850 in the amount of \$100,000 from the Opioid Settlement Reserve Fund, A386300.OPD, for a counselor for one year (\$65,625) and general operating expenses (\$34,375); AND

WHEREAS, Cortland County received notice of the closure of the Alcohol and Drug Council of Tompkins County, Inc; AND

WHEREAS, it is the recommendation of the Finance and Administration Committee to rescind Resolution No. 214-23 due to the closure of the Alcohol and Drug Council of Tompkins County, Inc.; NOW THEREFORE BE IT

RESOLVED, that Resolution No. 214-23 be and hereby is rescinded; AND BE IT FURTHER

RESOLVED, that \$100,000 of the Opioid Settlement Reserve Funding that was previously allocated to the Alcohol and Drug Council of Tompkins County, Inc remain in the Opioid Settlement Reserve Fund, A386300.OPD, for future allocation.

## **Announcements**

## **Adjournment**

The meeting was closed at 6:33 PM



# Cortland County Legislature

## Legislative Session

~ Minutes ~

Legislative Chambers

Cortland, NY 13045

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

4.1

Thursday, February 22, 2024

6:00 PM

Board Room

### Public Hearings

### Salute to the Flag

### Call to Order

The meeting was called to order at 6:13 PM by Chair of the Legislature Kevin Fitch

### Roll Call

| Attendee Name      | Organization        | Title                    | Status  | Arrived |
|--------------------|---------------------|--------------------------|---------|---------|
| Douglas Bentley    | Cortland County, NY | Legislator               | Present |         |
| Cathy Bischoff     | Cortland County, NY | Legislator               | Present |         |
| Reed Cleland       | Cortland County, NY | Legislator               | Present |         |
| Mitchel Eccleston  | Cortland County, NY | Legislator               | Present |         |
| Beau Harbin        | Cortland County, NY | Minority Leader          | Excused |         |
| Paul Heider        | Cortland County, NY | Majority Leader          | Present |         |
| Linda Jones        | Cortland County, NY | Legislator               | Present |         |
| Dominick Mantella  | Cortland County, NY | Legislator               | Present |         |
| William McGovern   | Cortland County, NY | Legislator               | Present |         |
| Joseph Nauseef     | Cortland County, NY | Legislator               | Present |         |
| Christopher Newell | Cortland County, NY | Legislator               | Present |         |
| Sandra Price       | Cortland County, NY | Legislator               | Present |         |
| Ronald J. Van Dee  | Cortland County, NY | Legislator               | Present |         |
| Keith VanGorder    | Cortland County, NY | Legislator               | Present |         |
| Eugene Waldbauer   | Cortland County, NY | Legislator               | Present |         |
| Susan Wilson       | Cortland County, NY | Legislator               | Present |         |
| Kevin Fitch        | Cortland County, NY | Chair of the Legislature | Present |         |
| Savannah Hempstead | Cortland County, NY | Clerk of the Legislature | Present |         |

Minutes Acceptance: Minutes of Feb 22, 2024 6:00 PM (Approval of Minutes)

## Approval of Minutes

1. Cortland County Legislature - Legislative Session - Jan 25, 2024 6:00 PM

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                                                                                                                    |
| <b>MOVER:</b>    | Joseph Nauseef, Legislator                                                                                                                     |
| <b>SECONDER:</b> | Cathy Bischoff, Legislator                                                                                                                     |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

## Privilege of the Floor

## Proclamations & Recognitions

1. Ruth Stanton Retirement Proclamation

|                |                  |
|----------------|------------------|
| <b>RESULT:</b> | <b>COMPLETED</b> |
|----------------|------------------|

## 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 – Appoint Members - Agricultural and Farmland Protection Board

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Kevin Fitch, Chair of the Legislature                                                                                                          |
| <b>SECONDER:</b> | Ronald J. Van Dee, Legislator                                                                                                                  |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

ON MOTION OF FITCH

RESOLUTION NO. 40-24

### Appoint Members - Agricultural and Farmland Protection Board

WHEREAS, Resolution No. 182-93 created the Cortland County Agricultural and Farmland Protection Board; AND

WHEREAS, the Agricultural and Markets Law Section 302 (b) designates appointments are to be made by the Chair of the Legislature; NOW THEREFORE BE IT

RESOLVED, that the following be and hereby are appointed to the Cortland County Agricultural and Farmland Protection Board for the terms indicated below:

| Name               | Address/Designation                  | Capacity              | Term to Expire   |
|--------------------|--------------------------------------|-----------------------|------------------|
| Christopher Newell | 60 Central Avenue Cortland, NY 13045 | Legislator            | 12/31/2027       |
| Chelsea Jones      | 60 Central Avenue Cortland, NY 13045 | Cooperative Extension | 12/31/2027       |
| Trisha Hiemstra    | 60 Central Avenue Cortland, NY 13045 | Director of Planning  | Duration of Term |

AGENDA ITEM NO. 2 – Advocating that the New York State Senate and Assembly Support the Bill to Allow for Online Publication of Public Notices

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Kevin Fitch, Chair of the Legislature                                                                                                          |
| <b>SECONDER:</b> | Paul Heider, Majority Leader                                                                                                                   |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

#### ON MOTION OF FITCH

#### RESOLUTION NO. 41-24

#### Advocating that the New York State Senate and Assembly Support the Bill to Allow for Online Publication of Public Notices

WHEREAS, Cortland County currently designates the Cortland Standard and The Homer News as its official newspapers pursuant to the definition of a Newspaper currently set forth in NYS General Construction (GCN) Chapter 22, Article 2; AND

WHEREAS, small daily print newspapers across the United States and in New York State have seen significant reductions in staffing and capacity to cover local news events, leading to lower subscriber numbers, and a lower volume of locally-relevant stories and features; AND

WHEREAS, there is growing interest among Legislators and County staff to consider alternative options for official public notice that reach a wider audience; AND

WHEREAS, the purpose of New York State Assembly Bill A02067 (same as NYS Senate bill S00125) is to allow online publication of public notices; AND

WHEREAS, such online publication must provide general interest news daily for a defined geographic location and must have been continuously published for at least one year prior to online notices; AND

WHEREAS, research shows that most Americans consume news and information though media and online, and daily newspaper journals have decreased in readership; AND

WHEREAS, these bills would permit this body to publish notices with other local newspapers with an online presence, increasing access to public information and supporting more local journalism; AND

WHEREAS, this body expresses its desire to increase access to public notice and important public information, which requires finding new ways to disseminate information in both print and digital formats; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature supports NYS Assembly Bill A02067 (same as NYS Senate Bill S00125) and encourages the passage of this bill or similar legislation by the Assembly, Senate and subsequent signing by the Governor; AND BE IT FURTHER

RESOLVED, that a copy of this resolution be sent to New York State Governor Kathy Hochul, NYS Senate Bill S00125 Sponsor New York State Senator Patrick Gallivan, NYS Assembly Bill A02067 Sponsor New York State Assemblymember Stephen Hawley, , New York State Senator Lea Webb, New York State Assemblymember Anna Kelles, New York State Assemblymember Jeff Gallahan, and the New York State Association of Counties.

## Referred from Building & Grounds Committee

AGENDA ITEM NO. 3 – Authorize Use of Buildings and Grounds Reserve for Fire Alarm System at the County Office Building - Buildings and Grounds

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Paul Heider, Majority Leader                                                                                                                   |
| <b>SECONDER:</b> | Mitchel Eccleston, Legislator                                                                                                                  |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

### ON MOTION OF HEIDER

### RESOLUTION NO. 42-24

#### Authorize Use of Buildings and Grounds Reserve for Fire Alarm System at the County Office Building - Buildings and Grounds

WHEREAS, the fire alarm system at the Cortland County Office Building is in need of updates or replacement; AND

WHEREAS, the Cortland County Legislature's Buildings and Grounds Committee recognizes the need to replace the fire alarm system with a more modern system; AND

WHEREAS, it is the recommendation of the Cortland County Legislature's Buildings and Grounds Committee to utilize the Buildings and Grounds Reserve funds for the replacement of the fire alarm system at the County Office Building; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby approves the use of the Buildings and Grounds Reserve for the replacement of the fire alarm system at the Cortland County Office Building for a cost not to exceed \$35,000; AND BE IT FURTHER

RESOLVED, the 2024 budget is hereby amended as follows:

Increase:

| <u>Account</u>                     | <u>Amount</u> |
|------------------------------------|---------------|
| A16205.52320 Building Improvements | \$35,000      |
| A351100 Appropriated Reserves      | \$35,000      |

## Referred from Highway Committee

AGENDA ITEM NO. 4 – Adopt Dwyer Memorial Park Citizen's Advisory Board By-Laws

Minutes Acceptance: Minutes of Feb 22, 2024 6:00 PM (Approval of Minutes)

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Christopher Newell, Legislator                                                                                                                 |
| <b>SECONDER:</b> | Sandra Price, Legislator                                                                                                                       |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

**ON MOTION OF NEWELL****RESOLUTION NO. 43-24****Adopt Dwyer Memorial Park Citizen's Advisory Board By-Laws**

WHEREAS, the Cortland County Legislature adopted Resolution No. 298-18 which authorized the establishment of the Dwyer Memorial Park Citizen's Advisory Board; AND

WHEREAS, there is a need to formalize the Dwyer Memorial Park Citizen's Advisory Board with by-laws; AND

WHEREAS, the attached by-laws have been established and approved by the Highway Committee of the Cortland County Legislature; NOW THEREFORE BE IT

RESOLVED, that the attached Dwyer Memorial Park Citizen's Advisory Board By-Laws be and hereby are adopted by the Cortland County Legislature effective immediately; AND BE IT FURTHER

RESOLVED, that a copy of the bylaws shall be kept on file with the Clerk of the Legislature.

AGENDA ITEM NO. 5 – Authorize Supplemental Agreement No. 2 with New York State Department of Transportation/East River Crossing Over Tioughnioga River Bridge BIN 3312310 Replacement - Highway Department

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Christopher Newell, Legislator                                                                                                                 |
| <b>SECONDER:</b> | Linda Jones, Legislator                                                                                                                        |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

**ON MOTION OF NEWELL****RESOLUTION NO. 44-24****Authorize Supplemental Agreement No. 2 with New York State Department of Transportation/East River Crossing Over Tioughnioga River Bridge BIN 3312310 Replacement - 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 No. 339-19; 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, 15% through NYSDOT AID (Marchiselli Aid) provided the funds are appropriated by the State of New York, and 5% non-federal funds; AND

WHEREAS, the Highway Committee recommended that Barton and Loguidice Engineers, D.P.C. of 443 Electronics Parkway Liverpool, NY 13088 provide Professional Engineering Services to the Cortland County Highway Department; AND

WHEREAS, the Cortland County Legislature approved said agreement with Barton and

Loguidice, D.P.C by Resolution No. 244-20; AND

WHEREAS, the Cortland County Legislature approved an Agreement with the New York State Department of Transportation (NYSDOT) for the Acquisition of Right of Way property by Resolution No. 57-21; AND

WHEREAS, during the preliminary design phase it was also determined that the Right of Way phase of the project would be completed by the consultant instead of the NYSDOT because of possible schedule concerns; AND

WHEREAS, the increased amount that will be allocated in Supplemental Agreement No. 2 of \$110,900.00 was budgeted in account HH51225.52100.ERRBR and HH51225.54055.ERRBR with Resolution No. 137-22; NOW THEREFORE BE IT

RESOLVED, that Supplemental Agreement No. 2 with the NYSDOT amends the contract end date to 12/31/2028, amends a previously adopted Schedule “B” (Phases, Sub-phase/Tasks, and Allocation of Responsibility), amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023, and adding phase 2 ROW acquisition and ROW incidentals; AND BE IT FURTHER

RESOLVED, that the Chair of the Legislature of Cortland County, upon review and approval by the County Attorney or designee, is hereby authorized to execute Supplemental Agreement No. 2 with NYSDOT, for the continued design, right of way incidentals and right of way acquisitions of the East River Crossing Bridge Replacement.

AGENDA ITEM NO. 6 – Appoint Member - Syracuse Regional Airport Authority Regional Advisory Board

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Christopher Newell, Legislator                                                                                                                 |
| <b>SECONDER:</b> | Sandra Price, Legislator                                                                                                                       |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

ON MOTION OF NEWELL

RESOLUTION NO. 45-24

#### **Appoint Member - Syracuse Regional Airport Authority Regional Advisory Board**

WHEREAS, the Syracuse Regional Airport Authority has requested a representative from Cortland County to serve on the Syracuse Regional Airport Authority Regional Advisory Board, NOW THEREFORE BE IT

RESOLVED, that Keith VanGorder, 130 N. Main Street, Cortland, NY, is hereby appointed to the Syracuse Regional Airport Authority Regional Advisory Board for a term to expire December 31, 2027.

AGENDA ITEM NO. 7 – Increase Budget for Level I Load Rating on Landers Corners Bridge

Minutes Acceptance: Minutes of Feb 22, 2024 6:00 PM (Approval of Minutes)



**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Christopher Newell, Legislator  
**SECONDER:** Sandra Price, Legislator  
**AYES:** Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch  
**EXCUSED:** Beau Harbin

**ON MOTION OF NEWELL****RESOLUTION NO. 46-24****Increase Budget for Level I Load Rating on Landers Corners Bridge**

WHEREAS, due to the request from the NYSDOT Structures Unit, the County Road Fund balance shall need to be increased to cover the costs to have Barton & Loguidice perform a Level I Load Rating for the Landers Corners Bridge (BIN 3312140); AND

WHEREAS, Cortland County currently has a term agreement with Barton & Loguidice; AND

WHEREAS, there are monies in the County Road fund balance; NOW THEREFORE BE IT

RESOLVED, that the County Road fund balance be amended as follows:

Increase:

|              |                           |             |
|--------------|---------------------------|-------------|
| D50205.54062 | Engineering Fees          | \$35,000.00 |
| D359900      | Appropriated Fund Balance | \$35,000.00 |

AGENDA ITEM NO. 8 – Amend 2024 County Road Fund Budget for Rollover Consolidated Local Street and Highway Improvement Program (CHIPS) Funding - Highway Department

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Christopher Newell, Legislator  
**SECONDER:** Linda Jones, Legislator  
**AYES:** Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch  
**EXCUSED:** Beau Harbin

**ON MOTION OF NEWELL****RESOLUTION NO. 47-24****Amend 2024 County Road Fund Budget for Rollover Consolidated Local Street and Highway Improvement Program (CHIPS) Funding - Highway Department**

WHEREAS, there are funds remaining for the Consolidated Local Street and Highway Improvement Program (CHIPS) from the 2023 County Road Fund Budget, in an amount of \$1,714,275.54; AND

WHEREAS, these remaining funds are eligible to be rolled-over to the 2024 County Road Fund Budget; AND

WHEREAS, these funds may be used for Construction Projects; NOW THEREFORE BE IT

RESOLVED, that the 2024 County Road Fund Budget be amended as follows:

Increase Revenues

Increase Expenses

D51125.54077

Construction Expenses

\$1,714,275.54

AGENDA ITEM NO. 9 – Abolish One Position of Senior Engineer/Create One Position of Project Manager - Highway Department

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Christopher Newell, Legislator                                                                                                                 |
| <b>SECONDER:</b> | Cathy Bischoff, Legislator                                                                                                                     |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

ON MOTION OF NEWELL

RESOLUTION NO. 48-24

**Abolish One Position of Senior Engineer/Create One Position of Project Manager - Highway Department**

WHEREAS, the needs of the Highway Department will be better served by abolishing one (1) Senior Engineer position and creating one (1) Project Manager position; AND

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

RESOLVED, that one (1) position of Senior Engineer (Grade 25, CSEA, \$33.1102-\$41.9091, competitive class, full time with benefits) be and hereby is abolished effective February 22, 2024 at midnight; AND BE IT FURTHER

RESOLVED, that one (1) position of Project Manager (Grade 25, CSEA, \$33.1102-\$41.9091, competitive class, full time with benefits) be created with permission to fill effective February 23, 2024 at 12:01 am.

AGENDA ITEM NO. 10 – Authorize Agreement with St. Pauly Textile, Inc. - Textile Recycling at Recycling Center

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Christopher Newell, Legislator                                                                                                                 |
| <b>SECONDER:</b> | Paul Heider, Majority Leader                                                                                                                   |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

ON MOTION OF NEWELL

RESOLUTION NO. 49-24

**Authorize Agreement with St. Pauly Textile, Inc. - Textile Recycling at Recycling Center**

WHEREAS, the Cortland County Recycling Center wishes to add textile recycling; AND

WHEREAS, St. Pauly Textile, Inc. has a program for textile recycling; AND

WHEREAS, the Cortland County Legislature's Highway Committee recommends entering into an agreement, at no cost to the County, with St. Pauly Textile, Inc. for textile recycling at the Cortland County Recycling Center; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee, be and hereby is authorized to enter into an agreement with St. Paul Textile, Inc. for textile recycling at the Cortland County Recycling Center.

## Referred from Government Operations Committee

## Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 11 – Authorize Galvanized Steel Detention Gate Replacement Funding for Cortland County Jail - Sheriff's Office

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Sandra Price, Legislator                                                                                                                       |
| <b>SECONDER:</b> | Ronald J. Van Dee, Legislator                                                                                                                  |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

### ON MOTION OF PRICE

### RESOLUTION NO. 50-24

#### Authorize Galvanized Steel Detention Gate Replacement Funding for Cortland County Jail - Sheriff's Office

WHEREAS, the Cortland County Jail galvanized steel detention gate/door is in need of replacement; AND

WHEREAS, the 2024 Jail Budget, A31505, was not budgeted with adequate funds for the new replacement of the galvanized detention gate/doors; AND

WHEREAS, funds are required for the replacement of the galvanized detention gate/door at the jail; AND

WHEREAS, the Judiciary and Public Safety Committee recommends using the Jail Project Reserve fund for the replacement of the detention gate/door; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby authorizes the use of the Jail Project Reserve for the replacement of galvanized steel detention gate with 3/8" woven rod and 3 new hinges at the jail; AND BE IT FURTHER

RESOLVED, the 2024 budget is hereby amended as follows:

|                                                             |             |
|-------------------------------------------------------------|-------------|
| Increase: Account Number A31505.52320 Building Improvements | \$20,998.00 |
|-------------------------------------------------------------|-------------|

|                                                        |             |
|--------------------------------------------------------|-------------|
| Increase: Account Number A351100 Appropriated Reserves | \$20,998.00 |
|--------------------------------------------------------|-------------|

## Referred from Agriculture/Planning/Environment Committee

AGENDA ITEM NO. 12 – Authorize Agreement for 2022 Mobility Management Capital Agreement Contract

Minutes Acceptance: Minutes of Feb 22, 2024 6:00 PM (Approval of Minutes)

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Susan Wilson, Legislator                                                                                                                       |
| <b>SECONDER:</b> | Cathy Bischoff, Legislator                                                                                                                     |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

**ON MOTION OF WILSON****RESOLUTION NO. 51-24****Authorize Agreement for 2022 Mobility Management Capital Agreement Contract**

WHEREAS, the Cortland County Legislature adopted Resolution No. 244-22, which authorized the County of Cortland to submit a request for the consolidated grant funds to the New York State Department of Transportation, pursuant to Federal Section 5311, Title 49 United States Code, for projects(s) to provide public mass transportation service for fixed route and demand responsive service throughout the County, with limited service to contiguous counties by Cortland County's public transportation provider and the purchase of capital equipment that would consist of transportation facility, new buses, other equipment, that would be used by Cortland County's public transportation provider and the continuation of Mobility Management for fiscal years 2021, 2022 and 2023 and has a committed local share; 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 State Contract Number C004119 to include specific PIN Numbers:

|                        |                                          |
|------------------------|------------------------------------------|
| PIN Number 3790.02.102 | 2022 Mobility Management Program (ADTAP) |
| PIN Number 3790.04.102 | 2022 Mobility Management Program         |

; NOW THEREFORE BE IT

RESOLVED, that the total project cost is \$211,648; AND BE IT FUTHER

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

**AGENDA ITEM NO. 13 – Adopt Transit Passenger and Visitor Standards and Conduct Policy**

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Susan Wilson, Legislator                                                                                                                       |
| <b>SECONDER:</b> | Reed Cleland, Legislator                                                                                                                       |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

**ON MOTION OF WILSON****RESOLUTION NO. 52-24****Adopt Transit Passenger and Visitor Standards and Conduct Policy**

WHEREAS, there has been no formal policy for the Cortland County Transportation System addressing standards of conduct on transit vehicles; AND

WHEREAS, the Passenger and Visitor Standards of Conduct Policy will be shared and posted for

the general public, as well as provide guidance to the operator; AND

WHEREAS, the Cortland County Planning Department and the Agriculture, Planning and Environment Committee recommends the adoption of a Passenger and Visitor Standards of Conduct Policy to help ensure the safety, health, and welfare of transit staff, passengers, and the general public; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature, upon approval of the County Attorney, hereby adopts the attached Cortland County Transit Passenger and Visitor Standards of Conduct Policy effective immediately; AND BE IT FURTHER

RESOLVED, that said policy shall be made available to the general public.

## Referred from Health & Human Services Committee

AGENDA ITEM NO. 14 – Authorize Agreement Medical Consultant and Abolish Medical Advisor Position - Health Department

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Ronald J. Van Dee, Legislator                                                                                                                  |
| <b>SECONDER:</b> | Sandra Price, Legislator                                                                                                                       |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

ON MOTION OF VAN DEE

RESOLUTION NO. 53-24

### Authorize Agreement Medical Consultant and Abolish Medical Advisor Position - Health Department

WHEREAS, the Cortland County Health Department is required by provisions under New York State Public Health Law that a local health department with a Public Health Director must have a Medical Consultant; AND

WHEREAS, the needs of the Health Department will be better served by abolishing one (1) position of Medical Advisor (off scale Management Compensation Plan), and terminating contract no. 138-22 (Resolution no. 180-22) Medical Consultant for Tuberculosis Control Activities, and contracting with a Medical Consultant having tuberculosis control activities incorporated into the responsibilities of the Medical Consultant; AND

WHEREAS, licensed physician, Douglas D. MacQueen, MD, of 108 Besemer Hill Rd, Ithaca, New York 14850, is knowledgeable and up-to-date with current public health requirements; AND

WHEREAS, a fee of \$3,050 per month will be paid to the contractor; AND

WHEREAS, the 2024 budget will need to be amended as follows:

|                   |                     | Current  | Inc/(Dec)  | Balance  |
|-------------------|---------------------|----------|------------|----------|
| A40105.51010.4000 | Personal Services   | \$29,900 | \$(10,000) | \$19,900 |
| A40105.58020.4000 | Personal Services   | \$51,661 | \$(15,000) | \$36,661 |
| A40105.54815.4000 | Contracted Agencies | \$-0-    | \$30,500   | \$30,500 |
| A40115.54815.4037 | Contracted Agencies | \$ 6,600 | \$(5,500)  | \$1,100  |

; AND

Minutes Acceptance: Minutes of Feb 22, 2024 6:00 PM (Approval of Minutes)

WHEREAS, the term for this agreement shall be from March 1, 2024 through February 28, 2026, with the right to renew by the parties for 2 year terms, up to 3 renewals total; NOW THEREFORE BE IT

RESOLVED, that one (1) position of Medical Advisor (off scale Management Compensation Plan) be and hereby is abolished effective February 22, 2024 at midnight; AND BE IT FURTHER

RESOLVED, that the 2024 budget be amended as follows:

|                   |                     | Current  | Inc/(Dec)  | Balance  |
|-------------------|---------------------|----------|------------|----------|
| A40105.51010.4000 | Personal Services   | \$29,900 | \$(10,000) | \$19,900 |
| A40105.58020.4000 | Personal Services   | \$51,661 | \$(15,000) | \$36,661 |
| A40105.54815.4000 | Contracted Agencies | \$-0-    | \$30,500   | \$30,500 |
| A40115.54815.4037 | Contracted Agencies | \$ 6,600 | \$(5,500)  | \$1,100  |

RESOLVED, that the Cortland County Administrator and the Public Health Director, upon review and approval by the County Attorney or designee, are authorized to execute agreements for the provision Medical Consultant activities with Douglas D. MacQueen, MD, of 108 Besemer Hill Rd., Ithaca, NY 14850, for the period March 1, 2024 through February 28, 2026; AND BE IT FURTHER

RESOLVED, amendments to the contract during the term and renewals will be considered on an as needed basis.

AGENDA ITEM NO. 15 – Abolish One Position of Principal Account Clerk and One Position of Speech Language Pathologist/Create One Position of Programs Coordinator - Health Department

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Ronald J. Van Dee, Legislator                                                                                                                  |
| <b>SECONDER:</b> | Sandra Price, Legislator                                                                                                                       |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

ON MOTION OF VAN DEE

RESOLUTION NO. 54-24

**Abolish One Position of Principal Account Clerk and One Position of Speech Language Pathologist/Create One Position of Programs Coordinator - Health Department**

WHEREAS, the needs of the Health Department will be better served by abolishing one (1) full time Principal Account Clerk position and one Speech Language Pathologist (per diem) position and creating one (1) full time Programs Coordinator position; AND

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

RESOLVED, that one (1) position of Principal Account Clerk (Grade 13, CSEA, \$21.5585-27.2876/HR, competitive class, full time with benefits) and one (1) position of Speech Language Pathologist (Grade 28, CSEA, \$37.2145-47.1041/HR, competitive, per diem, up to 17 hr/wk) be and hereby is abolished effective February 22, 2024 at midnight; AND BE IT FURTHER

RESOLVED, that one (1) position of Programs Coordinator (Grade 11, Management Compensation Plan, \$53,514-71,227, competitive class, full time with benefits) be created with permission to fill effective February 23, 2024 at 12:01 am.

Minutes Acceptance: Minutes of Feb 22, 2024 6:00 PM (Approval of Minutes)

AGENDA ITEM NO. 16 – Abolish One Position of Mental Health Practitioner (Part Time)/ Increase Hours Two Mental Health Practitioners - Mental Health Department

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Ronald J. Van Dee, Legislator                                                                                                                  |
| <b>SECONDER:</b> | Sandra Price, Legislator                                                                                                                       |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

ON MOTION OF VAN DEE

RESOLUTION NO. 55-24

**Abolish One Position of Mental Health Practitioner (Part Time)/ Increase Hours Two Mental Health Practitioners - Mental Health Department**

WHEREAS, the needs of the Mental Health Department will be better served by abolishing one part time position of Mental Health Practitioner and increasing the hours for two Mental Health Practitioner positions; AND

WHEREAS, the Health and Human Services Committee recommends the abolition and increase in hours of these positions; NOW THEREFORE BE IT

RESOLVED, that one part time position of Mental Health Practitioner (Management, off-scale, \$70.2312/hour, competitive, up to 17 hours per week) hereby is abolished effective February 22, 2024 at midnight; AND BE IT FURTHER

RESOLVED, that two positions of Mental Health Practitioner (Management, off-scale, \$70.2312/hour, competitive, full time with benefits) be increased from 35 hours to 40 hours per week effective February 23, 2024 at 12:01 am.

AGENDA ITEM NO. 17 – 2024 Budget Modification - Code Blue/MMIS/Family Assistance - Department of Social Services

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Ronald J. Van Dee, Legislator                                                                                                                  |
| <b>SECONDER:</b> | Reed Cleland, Legislator                                                                                                                       |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

ON MOTION OF VAN DEE

RESOLUTION NO. 56-24

**2024 Budget Modification - Code Blue/MMIS/Family Assistance - Department of Social Services**

WHEREAS, the 2024 County Budget requires modifications due to information obtained late in the planning cycle; NOW THEREFORE BE IT

RESOLVED, that the 2024 County Budget be and hereby is amended as follows:

Increase:

Expense:

|                   |           |             |
|-------------------|-----------|-------------|
| A60105.54800.4696 | Code Blue | \$50,560.00 |
|-------------------|-----------|-------------|

Revenue:

|                    |           |             |
|--------------------|-----------|-------------|
| A601043.43689.4696 | Code Blue | \$50,560.00 |
|--------------------|-----------|-------------|

Minutes Acceptance: Minutes of Feb 22, 2024 6:00 PM (Approval of Minutes)



Increase:

Expense:

A60105.56102 MMIS \$176,224.00

Decrease:

Expense:

A60105.56109 Family Assistance \$176,224.00

## Referred from Finance & Administration Committee

AGENDA ITEM NO. 18 – Reject Application for the Correction of Certain Errors on Tax Bills Over \$2,500 - Real Property Tax Services

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Cathy Bischoff, Legislator                                                                                                                     |
| <b>SECONDER:</b> | Ronald J. Van Dee, Legislator                                                                                                                  |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

ON MOTION OF BISCHOFF

RESOLUTION NO. 57-24

### Reject Application for the Correction of Certain Errors on Tax Bills Over \$2,500 - Real Property Tax Services

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, the Director of Real Property Tax Services has received an Application for Corrected Tax Roll for Creative Enterprises Owego, LLC; AND

WHEREAS, the Director of Real Property Tax Services performed the required investigation pursuant to Real Property Tax Law and denied the application; AND

WHEREAS, the tax levying body has final authority to reject the application based on the investigation by the Director of Real Property Tax Services; NOW THEREFORE BE IT

RESOLVED, that pursuant to Section 554 of the Real Property Tax Law, the County Legislature does hereby reject the application of Creative Enterprises Owego, LLC; AND BE IT FURTHER

RESOLVED, that the Chair of the Legislature be and hereby is authorized to deny and make notation on the application of Creative Enterprises Owego, LLC; AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature be and hereby is directed to mail the rejected application to Creative Enterprises Owego, LLC and retain a copy for records pursuant to records retention laws.

AGENDA ITEM NO. 19 – Distribution of Fourth Quarter 2023 Sales Tax

Minutes Acceptance: Minutes of Feb 22, 2024 6:00 PM (Approval of Minutes)



**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Cathy Bischoff, Legislator  
**SECONDER:** Linda Jones, Legislator  
**AYES:** Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch  
**EXCUSED:** Beau Harbin

**ON MOTION OF BISCHOFF****RESOLUTION NO. 58-24****Distribution of Fourth Quarter 2023 Sales Tax**

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

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

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

WHEREAS, the 2023 fourth quarter sales tax information has been provided by the New York State Comptroller's Office showing a total collection for the fourth quarter 2023 to be \$9,550,483.44; AND

WHEREAS, the total amount available for distribution is \$9,175,483.44, after the direct deduction for County purposes; AND

WHEREAS, individual municipalities by resolution have opted to apply a portion of their sales tax dollars to off-set the property tax levy and that amount (\$725,000.00) is to be withheld from the quarterly distribution; AND

WHEREAS, Cortland County receives (54%), or \$4,954,761.06 of the total net quarterly distribution; AND

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

RESOLVED, that the Cortland County Legislature authorizes the County Treasurer or designee to release sales tax payments for the fourth quarter of 2023 as so stated below from Account No. A19855.54101 in either the form of a county check or by direct bank transfer as per the request of the receiving municipality:

| Municipality           | Distribution Amount Pre-Tax Credit | Applied Tax Credits | Net Distribution After Tax Credit | Balance Owed Against Tax Credits |
|------------------------|------------------------------------|---------------------|-----------------------------------|----------------------------------|
| Cortland, City of      | \$1,628,648.31                     | \$-0-               | \$1,628,648.31                    | \$-0-                            |
| Cincinnatus, Town of   | \$69,922.00                        | \$-0-               | \$69,922.00                       | \$-0-                            |
| Cortlandville, Town of | \$801,483.58                       | \$-0-               | \$801,483.58                      | \$-0-                            |
| Cuyler, Town of        | \$67,520.63                        | \$(28,750.00)       | \$38,770.63                       | \$-0-                            |
| Freetown, Town of      | \$53,496.98                        | \$-0-               | \$53,496.98                       | \$-0-                            |
| Harford, Town of       | \$75,526.09                        | \$-0-               | \$75,526.09                       | \$-0-                            |
| Homer, Town of         | \$275,737.47                       | \$-0-               | \$275,737.47                      | \$-0-                            |

|                      |                       |                       |                       |              |
|----------------------|-----------------------|-----------------------|-----------------------|--------------|
| Homer, Village of    | \$196,603.46          | \$-0-                 | \$196,603.46          | \$-0-        |
| Lapeer, Town of      | \$106,629.43          | \$(82,500.00)         | \$24,129.43           | \$-0-        |
| Marathon, Town of    | \$81,541.42           | \$-0-                 | \$81,541.42           | \$-0-        |
| Marathon, Village of | \$42,011.11           | \$-0-                 | \$42,011.11           | \$-0-        |
| McGraw, Village of   | \$36,149.06           | \$-0-                 | \$36,149.06           | \$-0-        |
| Preble, Town of      | \$143,623.74          | \$-0-                 | \$143,623.74          | \$-0-        |
| Scott, Town of       | \$85,411.61           | \$-0-                 | \$85,411.61           | \$-0-        |
| Solon, Town of       | \$79,992.64           | \$-0-                 | \$79,992.64           | \$-0-        |
| Taylor, Town of      | \$43,848.49           | \$-0-                 | \$43,848.49           | \$-0-        |
| Truxton, Town of     | \$103,573.84          | \$-0-                 | \$103,573.84          | \$-0-        |
| Virgil, Town of      | \$261,324.38          | \$(25,000.00)         | \$236,324.38          | \$-0-        |
| Willet, Town of      | \$67,678.14           | \$-0-                 | \$67,678.14           | \$-0-        |
|                      |                       |                       |                       |              |
| <b>Total</b>         | <b>\$4,220,722.38</b> | <b>\$(136,250.00)</b> | <b>\$4,084,472.38</b> | <b>\$-0-</b> |

, AND BE IT FURTHER

RESOLVED, that the Cortland County Treasurer or designee is hereby directed to deposit the County's "off the top" sum of \$375,000 in the appropriate reserves and accounts as designated in Resolution No. 283-21.

#### AGENDA ITEM NO. 20 – Microenterprise Assistance Program Grant Award - Le Puppet Regime

|                  |                                                                                                                                                |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                                                                                                     |
| <b>MOVER:</b>    | Cathy Bischoff, Legislator                                                                                                                     |
| <b>SECONDER:</b> | William McGovern, Legislator                                                                                                                   |
| <b>AYES:</b>     | Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Price, Van Dee, VanGorder, Waldbauer, Wilson, Fitch |
| <b>EXCUSED:</b>  | Beau Harbin                                                                                                                                    |

ON MOTION OF BISCHOFF

RESOLUTION NO. 59-24

#### Microenterprise Assistance Program Grant Award - Le Puppet Regime

WHEREAS, the Cortland County Legislature's Finance and Administration Committee was empaneled as the Cortland County Microenterprise Assistance Program Review Committee on February 13, 2024 for the purpose of reviewing applications received for the Microenterprise Grant Program, AND

WHEREAS, following said review the Committee recommended that Le Puppet Regime, LLC, of 16 West Main Street, Marathon, NY 13803, be awarded \$31,500 from the Microenterprise program, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby accepts and approves the recommendation of the Cortland County Microenterprise Assistance Program Review Committee and hereby awards the sum \$31,500.00 to Le Puppet Regime, LLC from the Cortland County Microenterprise Assistance Program funding, AND BE IT FURTHER

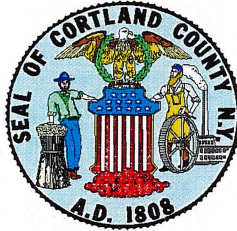
RESOLVED, that the County Administrator and/or Chair of the Cortland County Legislature, upon review of the County Attorney or designee, is hereby authorized to prepare and execute any and all agreements and sub-recipient agreements necessary and incident to this award.

## Announcements

## Adjournment

The meeting was closed at 6:28 PM

# Cortland County Proclamation



## Proclaiming April 2024 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, the month of April 2024 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 Cortland County Legislature hereby declares and proclaims April as Fair Housing Month in the County of Cortland; AND BE IT FURTHER

**RESOLVED**, that Cortland County urges all residents to recognize the significance of fair housing principles and to actively promote equal housing opportunities for all individuals, regardless of race, color, religion, sex, handicap, familial status, or national origin.

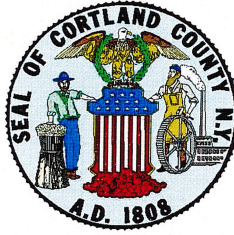
**IN WITNESS WHEREOF**, I have hereunto set my hand this 28<sup>th</sup> day of March, 2024.



**Kevin Fitch, Chair  
Cortland County Legislature**



# Cortland County Proclamation



## Proclamation Honoring the SUNY Cortland Red Dragons Football Team: The 2023 NCAA Division III Football Champions

**WHEREAS**, the Cortland County Legislature takes tremendous pride in recognizing and celebrating exceptional achievements in collegiate athletics; and

**WHEREAS**, the NCAA Division III Football Championship represents the pinnacle of competition within the collegiate football landscape, showcasing the talent, dedication, and spirit of student-athletes nationwide; and

**WHEREAS**, on December 15, 2023, the SUNY Cortland Red Dragons Football Team rose to the challenge and emerged victorious as the champions of the NCAA Division III Football Championship, securing a historic triumph that will forever be cherished in the hearts of fans and supporters alike; and

**WHEREAS**, the SUNY Cortland Red Dragons Football Team displayed unwavering determination, resilience, and sportsmanship throughout their journey to the championship, serving as shining examples of excellence both on and off the field; and

**WHEREAS**, the remarkable accomplishments of the SUNY Cortland Red Dragons Football Team have brought immense pride and joy to the entire Cortland community, uniting residents in celebration of their collective achievements; and

**WHEREAS**, the dedication, leadership, and teamwork demonstrated by each member of the team, coaching staff, and support personnel have inspired countless individuals and fostered a legacy of success that will endure for generations to come; now therefore be it

**PROCLAIMED**, that the Cortland County Legislature extends its heartfelt congratulations and sincere appreciation to the SUNY Cortland Red Dragons Football Team for their extraordinary victory in the NCAA Division III Football Championship; and be it further

**PROCLAIMED**, that this proclamation be duly inscribed and presented to the SUNY Cortland Red Dragons Football Team as a token of our admiration and gratitude for their exceptional achievements and exemplary representation of our community on the national stage.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 28<sup>th</sup> day of March, 2024.



Kevin Fitch, Chair  
Cortland County Legislature

**VIRGINIA G. CURTIS, PARALEGAL**  
(315) 565-4705  
[vcurtis@hancocklaw.com](mailto:vcurtis@hancocklaw.com)

February 12, 2024

Brian M. Fitts  
City of Cortland  
C/O Homer Town Hall  
31 North Main Street  
Homer, New York 13077

**Re: Cortland County Industrial Development Agency  
iSpice, LLC Project**

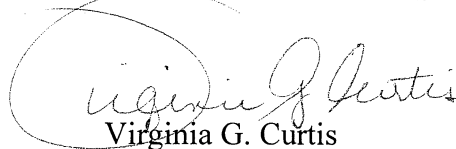
Dear Mr. Fitts:

Enclosed please find New York State Board of Real Property Services Form RP-412-a (Industrial Development Agencies Application for Real Property Tax Exemption) regarding the above-referenced project.

Thank you and if you should have any questions, please let me know.

Very truly yours,

HANCOCK-ESTABROOK LLP

  
Virginia G. Curtis

/vc

Enclosures

cc: Scott Steve, Mayor (w/encs.)  
Robert J. Edwards, Superintendent (w/encs.)  
✓ Kevin Fitch, Chairman (w/encs.)  
Cortland County Real Property Tax Services (w/encs.)

Attachment: ltr\_Hancock\_Estabrook\_PILLOT\_iSpice - 20240212 (12069 : PILOT Notice - iSpice, LLC)



**NYS DEPARTMENT OF TAXATION & FINANCE  
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES  
APPLICATION FOR REAL PROPERTY TAX EXEMPTION**  
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)

**1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)**

Name Cortland County Industrial Development Agenc  
 Street 40 Main Street, Suite A  
 City Cortland, New York 13045  
 Telephone no. Day (607 ) 756-5005  
 Evening ( ) \_\_\_\_\_  
 Contact Brendan O'Bryan  
 Title Executive Director

**2. OCCUPANT (IF OTHER THAN IDA)**

(If more than one occupant attach separate listing)

Name iSpice, LLC  
 Street 6450 Highway 43  
 City Jackson, Alabama 36545  
 Telephone no. Day ( 514 ) 497-0949  
 Evening ( ) \_\_\_\_\_  
 Contact Manouch Ilkhani  
 Title President

**3. DESCRIPTION OF PARCEL**

- |                                                                                                                          |                                                                             |
|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| a. Assessment roll description (tax map no./roll year)<br><u>86.60-02-01.11; 86.60-02-01.2; 86.60-03-05; 86.51-03-22</u> | d. School District <u>Cortland City</u>                                     |
| b. Street address <u>121 Central Ave; 0 Dio Way;</u><br><u>77 E Court St and 0 Elm St</u>                                | e. County <u>Cortland</u>                                                   |
| c. City, Town or Village <u>Cortland</u>                                                                                 | f. Current assessment <u>4,787,500</u>                                      |
|                                                                                                                          | g. Deed to IDA (date recorded; liber and page)<br><u>Leasehold Interest</u> |

**4. GENERAL DESCRIPTION OF PROPERTY** (if necessary, attach plans or specifications)

- |                                                                                                  |                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. Brief description (include property use) <u>Manufacturing/Storage/Parking Lot</u>             |                                                                                                                                                                                    |
| b. Type of construction <u>Renovation of existing structures into storage/warehouse facility</u> |                                                                                                                                                                                    |
| c. Square footage <u>481,000</u>                                                                 | f. Projected expiration of exemption (i.e.<br>date when property is no longer<br>possessed, controlled, supervised or<br>under the jurisdiction of IDA)<br><u>January 31, 2034</u> |
| d. Total cost <u>\$25,200,000.00</u>                                                             |                                                                                                                                                                                    |
| e. Date construction commenced <u>February 1, 2024</u>                                           |                                                                                                                                                                                    |

**5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION**

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Please see attached Payment In Lieu of Tax Agreement  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- b. Projected expiration date of agreement January 31, 2034

Attachment: ltr\_Hancock\_Estabrook\_PILOT\_iSpice - 20240212 (12069 : PILOT Notice - iSpice, LLC)

c. Municipal corporations to which payments will be made

|                                      | Yes | No |
|--------------------------------------|-----|----|
| County <u>Cortland</u>               | ✓   |    |
| Town/City <u>Cortland</u>            | ✓   |    |
| Village <u>Cortland</u>              |     |    |
| School District <u>Cortland City</u> | ✓   |    |

d. Person or entity responsible for payment

Name iSpice, LLC  
 Title Tenant  
 Address 6450 Highway 43  
Jackson, Alabama 36545

e. Is the IDA the owner of the property? Yes ☒ No (check one)

If "No" identify owner and explain IDA rights or interest in an attached statement. Clearcort, LLC is the Owner.

Telephone 514-497-0949

iSpice, LLC and CCIDA Have Leasehold Interests

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) ☒ Yes ☒ No

If yes, list the statutory exemption reference and assessment roll year on which granted:  
 exemption \_\_\_\_\_ assessment roll year \_\_\_\_\_

7. A copy of this application, including all attachments, has been mailed or delivered on 2/12/2024 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

### CERTIFICATION

I, Brendan O'Bryan, Executive Director of  
Cortland County Industrial Development Agency hereby certify that the information  
Cortland County Industrial Development Agency Organization  
 on this application and accompanying papers constitutes a true statement of facts.

February 12, 2024  
 Date

  
 Signature

Clear For

### FOR USE BY ASSESSOR

1. Date application filed \_\_\_\_\_
2. Applicable taxable status date \_\_\_\_\_
- 3a. Agreement (or extract) date \_\_\_\_\_
- 3b. Projected exemption expiration (year) \_\_\_\_\_
4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
5. Special assessments and special as valorem levies for which the parcel is liable:

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Assessor's signature



---

CORTLAND COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

iSPICE, LLC

---

PAYMENT IN LIEU OF TAX AGREEMENT

---

DATED FEBRUARY 1, 2024

---

RELATING TO THE PREMISES LOCATED ON CENTRAL  
AVENUE, ELM STREET, EAST COURT STREET AND DIO  
WAY IN THE CITY OF CORTLAND, CORTLAND COUNTY,  
NEW YORK

---

Attachment: ltr\_Hancock\_Estabrook\_PILOT\_iSpice - 20240212 (12069 : PILOT Notice - iSpice, LLC)

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EXHIBIT A – Description of the Facility Parcel

Attachment: ltr\_Hancock\_Estabrook\_PILOT\_iSpice - 20240212 (12069 : PILOT Notice - iSpice, LLC)

## PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT dated February 1, 2024 (the "Payment in Lieu of Tax Agreement") by and between CORTLAND COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York having an office for the transaction of business located at 40 Main Street, Suite A, Cortland, New York 13045 (the "Agency") and iSPICE, LLC, a limited liability company organized and existing under the laws of the State of Alabama having an office for the transaction of business located at 6450 Highway 43, Jackson, Alabama 36545 (the "Company");

### WITNESSETH

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment, deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its projects, to charge and collect rent or the purchase price therefore; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 77 of the Laws of 1974 of the State (collectively with the Enabling Act, the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, on October 10, 2023 the Agency agreed to accept an application (the "Application") from the Company and further agreed, subject to numerous conditions, to consider undertaking a project (the "Project") consisting of the following: : (A)(1) the acquisition of a leasehold interest in approximately 21.78 acres of land ("Land") located on Central Avenue, Elm Street, East Court Street and Dio Way in the City of Cortland, Cortland County, New York; (2) the renovation of an existing commercial building on the Land containing approximately 481,000 square feet of manufacturing, warehouse and

office space and a 26,000 square foot out building (collectively, "Facility"); (3) the acquisition and installation therein and thereon of certain furnishings, fixtures and equipment including bottle sorters, augers, bottle filling machine equipment, cappers, labelers, conveyors, tray making machines, assemblers, shrink wrappers, palletizers, mixers and blenders ("Equipment"), all of the foregoing to constitute a facility used for the storage, warehousing, grinding, mixing and packaging of herbs, spices and seasonings to be operated by the Company (the Land, the Facility and the Equipment being collectively referred to as the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales taxes, real estate transfer taxes, mortgage recording taxes and real property taxes (collectively, "Financial Assistance"); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company agreed upon by the Agency; and

WHEREAS, the Executive Director of the Agency (A) caused notice of a public hearing of the Agency to hear all persons interested in the Project and the financial assistance being contemplated by the Agency with respect to the Project (the "Public Hearing") to be published on October 14, 2023 in the Cortland Standard, a newspaper of general circulation available to residents of the County of Cortland, (B) conducted the Public Hearing on November 1, 2023 at 4:30 o'clock p.m. local time at the office of the Agency located at 40 Main Street, Suite A, Cortland New York 13035, (C) prepared a report of the Public Hearing which fairly summarized the views presented at said public hearing and distributed same to the members of the Agency; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act"), and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), the Agency adopted a Resolution on November 13, 2023 determining that the Project will not have a significant adverse environmental impact and issued a "Negative Declaration" with respect to the Project ("SEQRA Resolution"); and

WHEREAS, by resolution adopted by the members of the Agency on November 13, 2023 (the "Inducement Resolution"), the Agency determined, following review of the Report, to undertake the Project; and

WHEREAS, by resolution adopted by the members of the Agency on November 13, 2023 (the "Approving Resolution"), the Agency determined to grant the Financial Assistance and to enter into a Uniform Project and Lease Agreement (the "Lease Agreement") between the Agency and the Company and certain other documents related thereto and to the Project (collectively with the Lease Agreement, the "Basic Documents"); and

WHEREAS, pursuant to the terms of the Lease Agreement, (A) the Company will agree (1) to cause the Project to be undertaken and completed, and (2) as agent of the

Agency, to undertake and complete the Project and (B) the Agency has leased the Project facility to the Company for a lease term ending on the earlier to occur of (1) January 31, 2034 or (2) the date on which the Lease Agreement is terminated pursuant to the termination provisions thereof. The Lease Agreement grants to the Company certain options to acquire the Project Facility from the Agency; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the "Closing"), (A) the Company will execute and deliver to the Agency (1) a certain lease to agency dated February 1, 2024 (the "Underlying Lease"), pursuant to which the Company leases to the Agency the Land under the Facility (the "Facility Parcel") for a lease term ending on the earlier to occur of (a) January 31, 2034 or (b) the date on which the Lease Agreement is terminated pursuant to the termination provisions thereof, and (2) a bill of sale dated February 1, 2024 (the "Bill of Sale to Agency"), from the Company to the Agency, pursuant to which the Company will convey to the Agency its interest in the portion of the Project Facility constituting the Equipment, fixtures and other personal property, (B) the Company and the Agency will execute and deliver a payment in lieu of tax agreement dated February 1, 2024 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company, pursuant to which the Company will agree to pay certain payments in lieu of taxes with respect to the Facility Parcel and the Facility, and (C) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Facility Parcel and the Facility under Section 412-a of the Real Property Tax Law) (the "Real Property Tax Exemption Form") relating to the Facility Parcel and the Facility and the Payment in Lieu of Tax Agreement will be mailed by the Agency to the assessor and the chief executive officer of each "affected tax jurisdiction" (within the meaning of such quoted term in Section 854(16) of the Act); and

WHEREAS, pursuant to the terms set forth in the Lease Agreement, the Agency will obtain a leasehold interest in the Facility Parcel, which Facility Parcel is more fully described on Exhibit "A" attached hereto; and

WHEREAS, pursuant to the Lease Agreement, the Agency proposes to construct the Facility on the Facility Parcel (the Facility Parcel and the Facility being sometimes collectively referred to as the "Facility Premises"); and

WHEREAS, under the present provisions of the Act and Section 412-a of the Real Property Tax Law of the State of New York (the "Real Property Tax Law"), the Agency is required to pay no taxes or assessments upon any of the property acquired by it or under its jurisdiction or supervision or control; and

WHEREAS, pursuant to the provisions of Section 6.6 of the Lease Agreement, the Company has agreed to make payments in lieu of taxes (A) with respect to the Facility Premises in an amount equivalent to normal taxes and (B) with respect to the balance of the Project Facility in an amount equivalent to normal taxes; provided that, so long as this Payment in Lieu of Tax Agreement shall be in effect, the Company shall during the term of this Payment in Lieu of Tax Agreement make payments in lieu of taxes with respect to



the Facility Premises in the amounts and in the manner provided in this Payment in Lieu of Tax Agreement, and during such period the provisions of Section 6.6 of the Lease Agreement shall not control the amounts due as payment in lieu of taxes with respect to the Facility Premises; and

WHEREAS, all things necessary to constitute this Payment in Lieu of Tax Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Payment in Lieu of Tax Agreement have in all respects been duly authorized by the Agency and the Company.

NOW, THEREFORE, in consideration of the matters above recited, the parties hereto formally covenant, agree and bind themselves as follows, to wit:

## ARTICLE I REPRESENTATIONS AND WARRANTIES

SECTION 1.01. REPRESENTATIONS OF AND WARRANTIES BY THE COMPANY.  
The Company does hereby represent, warrant and covenant as follows:

(A) Power. The Company is a limited liability company duly organized and validly existing under the laws of the State of Alabama, is duly authorized to do business in the State, and has the power under the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement, and by proper action of its managers (and members, if necessary) has been duly authorized to execute, deliver and perform this Payment in Lieu of Tax Agreement.

(B) Authorization. The Company is authorized and has the power under its articles of organization, operating agreement and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper action of its members, the Company has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Company is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by (and the execution, delivery and performance of this Payment in Lieu of Tax Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Payment in Lieu of Tax Agreement will not conflict with or violate or constitute a breach of or a default under) the terms, conditions or provisions of its articles of organization or operating agreement or any other corporate restriction, law, rule, regulation or order of any court or other agency or authority

of government, or any contractual limitation, restriction or outstanding indenture, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which the Company is a party or by which the Company or any of its property is bound, and neither the Company's entering into this Payment in Lieu of Tax Agreement nor the Company's discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement will be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any of the foregoing, and this Payment in Lieu of Tax Agreement is the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(D) Governmental Consents. No consent, approval or authorization of, or filing, registration or qualification with, any governmental or public authority on the part of the Company is required as a condition to the execution, delivery or performance of this Payment in Lieu of Tax Agreement by the Company or as a condition to the validity of this Payment in Lieu of Tax Agreement.

SECTION 1.02. REPRESENTATIONS OF AND WARRANTIES BY THE AGENCY. The Agency does hereby represent, warrant and covenant as follows:

(A) Power. The Agency is a public benefit corporation of the State, has been duly established under the provisions of the Act, is validly existing under the provisions of the Act and has the power under the laws of the State of New York to enter into the transactions contemplated by this Payment in Lieu of Tax Agreement and to carry out the transactions contemplated hereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement hereunder.

(B) Authorization. The Agency is authorized and has the corporate power under the Act, its by-laws and the laws of the State to enter into this Payment in Lieu of Tax Agreement and the transactions contemplated hereby and to perform and carry out all the covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement. By proper corporate action on the part of its members, the Agency has duly authorized the execution, delivery and performance of this Payment in Lieu of Tax Agreement and the consummation of the transactions herein contemplated.

(C) Conflicts. The Agency is not prohibited from entering into this Payment in Lieu of Tax Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Payment in Lieu of Tax Agreement by the terms, conditions or provisions of any order, judgment, decree, law, ordinance, rule



or regulation of any court or other agency or authority of government, or any agreement or instrument to which the Agency is a party or by which the Agency is bound.

## ARTICLE II COVENANTS AND AGREEMENTS

SECTION 2.01. TAX-EXEMPT STATUS OF THE FACILITY PREMISES. (A) Assessment of the Facility Premises. Pursuant to Section 874 of the Act and Section 412-a of the Real Property Tax Law, the parties hereto understand that, upon acquisition of a leasehold interest in the Facility Premises by the Agency and the filing by the Agency of a New York State Department of Taxation and Finance Office of Real Property Services Form RP-412-a with respect to the Facility Premises, and for so long thereafter as the Agency shall have an interest in the Facility Premises, the Facility Premises shall be assessed by the various taxing entities having jurisdiction over the Facility Premises, including, without limitation, any county, city, school district, town, village or other political unit or units wherein the Facility Premises is located (such taxing entities being sometimes collectively hereinafter referred to as the "Taxing Entities", and each of such Taxing Entities being sometimes individually hereinafter referred to as a "Taxing Entity") as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to the acquisition by the Agency of the leasehold interest in the Facility Premises created by the Underlying Lease and the filing of the Real Property Tax Exemption Form. The Company shall, promptly, following acquisition by the Agency of the leasehold interest in the Facility Premises created by the Underlying Lease, take such action as may be necessary to ensure that the Facility Premises shall be assessed as exempt upon the assessment rolls of the respective Taxing Entities prepared subsequent to such acquisition by the Agency, including ensuring that a Real Property Tax Exemption Form shall be filed with the appropriate officer or officers of each respective Taxing Entity responsible for assessing properties on behalf of each such Taxing Entity (each such officer being hereinafter referred to as an "Assessor"). For so long thereafter as the Agency shall own such leasehold interest in the Facility Premises, the Company shall take such further action as may be necessary to maintain such exempt assessment with respect to each Taxing Entity. The parties hereto understand that the Facility Premises shall not be entitled to such tax-exempt status on the tax rolls of any Taxing Entity until the first tax year of such Taxing Entity following the tax status date of such Taxing Entity occurring subsequent to the date upon which the Agency becomes the owner of record of such leasehold interest in the Facility Premises and the Real Property Tax Exemption Form is filed. Pursuant to the provisions of the Lease Agreement, the Company will be required to pay all taxes and assessments lawfully levied and/or assessed against the Facility Premises, including taxes and assessments levied for the current tax year and all subsequent tax years until the Facility Premises shall be entitled to exempt status on the tax rolls of the respective Taxing Entities. The Agency will cooperate with the Company to obtain and preserve the tax-exempt status of the Facility Premises.

(B) Special Assessments. The parties hereto understand that the tax exemption extended to the Agency by Section 874 of the Act and Section 412-a of the Real Property Tax Law does **not** entitle the Agency to exemption from special

assessments and special ad valorem levies. Pursuant to the Lease Agreement, the Company will be required to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Facility Premises.

SECTION 2.02. PAYMENTS IN LIEU OF TAXES. (A) Agreement to Make Payments. The Company agrees that it shall make annual payments in lieu of property taxes in the amounts hereinafter provided to the respective Taxing Entities entitled to receive same pursuant to the provisions hereof. The Company also agrees to give the Assessors a copy of this Payment in Lieu of Tax Agreement. The payments due hereunder shall be paid by the Company to the respective appropriate officer or officers of the respective Taxing Entities charged with receiving payments of taxes for such Taxing Entities (such officers being collectively hereinafter referred to as the "Receivers of Taxes") for distribution by the Receivers of Taxes to the appropriate Taxing Entities entitled to same pursuant to the provisions hereof.

(B) Valuation of the Facility Premises. (1) The value of the Facility Premises for purposes of determining payments in lieu of taxes due hereunder (hereinafter referred to as the "Assessed Value") shall be fixed in the amount of \$4,787,500.00 for the entire term of this Payment in Lieu of Tax Agreement. Nothing herein shall be construed to prevent the appropriate Assessors from determining a different assessed value for any other purpose. The Company shall be entitled to written notice of the determination of any other assessed value from the appropriate Assessors and of any change thereof in accordance with law.

(2) If the Company is dissatisfied with the amount of any other assessed value of the Facility Premises as initially established or as thereafter changed, the Company shall have all rights and remedies under the laws of the State of New York to challenge such other assessed value.

(C) Amount of Payments in Lieu of Taxes. The payments in lieu of taxes to be paid by the Company to the Receivers of Taxes annually on behalf of each Taxing Entity pursuant to the terms of this Payment in Lieu of Tax Agreement shall be computed separately for each Taxing Entity as follows:

(1) By multiplying (a) the Assessed Value of the Facility Premises determined pursuant to Subsection (B) of this Section 2.02, by (b) the tax rate or rates of such Taxing Entity that would be applicable to the Facility Premises if the Facility Premises was owned by the Company and not the Agency (the "PILOT Payment").

(2) Except as provided in paragraph (3) below, in each tax year during the term of this Payment in Lieu of Tax Agreement, commencing on the first tax year following the date on which the Facility Premises shall be assessed as exempt on the assessment roll of any Taxing Entity, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal the PILOT Payment.

(3) The parties recognize that the purpose of the Project is to create or retain permanent private sector jobs in Cortland County. Accordingly, the parties have agreed that the amount of payments in lieu of taxes payable with respect to the Project Facility shall bear a direct relationship to the success or lack of success of the Project in achieving this goal. Therefore, on or before November 1 of each calendar year during the term of this Payment in Lieu of Tax Agreement, the Company shall file with the Agency an affidavit indicating the average number of full time equivalent employees (35 hours per week equaling one full time equivalent employee ("FTE") employed by the Company at the Project Facility during the preceding twelve (12) month period). If the Company fails to file such an affidavit with the Agency on or before November 1 of a calendar year, then the Agency shall be entitled to assume that the Company employed less than 20% of the minimum required employees during such period, the minimum required employees being:

Year 1 of Exemption:

No Employment Reporting Required.

Year 2 of Exemption:

The minimum average number of full-time equivalent employees employed at the Project Facility during the preceding twelve (12) month period shall be One Hundred Seventy-Five (175).

Year 3 of Exemption:

The minimum average number of full-time equivalent employees employed at the Project Facility during the preceding twelve (12) month period shall be Three Hundred (300).

Year 4 and thereafter of Exemption:

The minimum average number of full-time equivalent employees employed at the Project Facility during the preceding twelve (12) month period shall be Three Hundred Fifty (350).

If in any year during the term of this Agreement the Company fails to maintain at least 80% of the then minimum average number of full-time equivalent employees employed at the Project Facility during the preceding twelve (12) month period, the payment required to be made by the Company during the then applicable tax year shall be the lesser of (1) the PILOT Payment divided by a fraction the numerator of which is the average number of full time equivalent employees at the Project Facility for such prior year and the denominator of which is the minimum FTE requirement for the applicable year or (2) the amount that would be payable if the Project Facility were owned by the Company and not leased to the Agency.

(D) Additional Amounts in Lieu of Taxes. Commencing on the first tax year following the date on which any structural addition shall be made to the Facility Premises or any portion thereof or any additional building or other structure shall be constructed on the Facility Parcel (such structural additions and additional buildings and other structures being hereinafter referred to as "Additional Facilities") the Company agrees to make additional annual payments in lieu of property taxes (such additional payments being hereinafter collectively referred to as "Additional Payments") to the Receivers of Taxes with respect to such Additional Facilities, such Additional Payments to be computed separately for each Taxing Entity as follows:

(1) Determine the amount of general taxes and general assessments (hereinafter referred to as the "Normal Tax") which would be payable to each Taxing Entity if such Additional Facilities were owned by the Company and not the Agency as follows: (a) multiply the Additional Assessed Value (as hereinafter defined) of such Additional Facilities determined pursuant to subsection (E) of this Section 2.02 by (b) the tax rate or rates of such Taxing Entity that would be applicable to such Additional Facilities if such Additional Facilities were owned by the Company and not the Agency, and (c) reduce the amount so determined by the amounts of any tax exemptions that would be afforded to the Company by such Taxing Entity if such Additional Facilities were owned by the Company and not the Agency.

(2) In each fiscal tax year during the term of this Payment in Lieu of Tax Agreement (commencing in the fiscal tax year when such Additional Facilities would first appear on the assessment roll of any Taxing Entity) if such Additional Facilities were owned by the Company and not the Agency, the amount payable by the Company to the Receivers of Taxes on behalf of each Taxing Entity as a payment in lieu of property tax with respect to such Additional Facilities pursuant to this Payment in Lieu of Tax Agreement shall be an amount equal to one hundred percent (100%) of the Normal Tax due each Taxing Entity with respect to such Additional Facilities for such fiscal tax year (unless the Agency and the Company shall enter into a separate written agreement regarding payments in lieu of property taxes with respect to such Additional Facilities, in which case the provisions of such separate written agreement shall control).

(E) Valuation of Additional Facilities. (1) The value of Additional Facilities for purposes of determining payments in lieu of taxes due under Section 2.02(D) hereof shall be determined by the Assessors of each respective Taxing Entity. The parties hereto agree that the Assessors shall (a) appraise the Additional Facilities in the same manner as other similar properties in the general area of the Facility Premises, and (b) place a value for assessment purposes (hereinafter referred to as the "Additional Assessed Value") upon the Additional Facilities, equalized if necessary by using the appropriate equalization rates as apply in the assessment and levy of real property taxes. The Company shall be entitled to written notice of the initial establishment of such Additional Assessed Value and of any change in such Additional Assessed Value.



(2) If the Company is dissatisfied with the amount of the Additional Assessed Value of the Additional Facilities as initially established or as changed, the Company shall have all rights and remedies under the laws of the State of New York to challenge such other assessed value. Any payments in lieu of taxes due upon such Additional Facilities pursuant to Section 2.02(D) hereof may not be withheld by the Company pending determination of the Additional Assessed Value.

(F) Statements. Pursuant to Section 858(15) of the Act, the Agency agrees to give each Taxing Entity a copy of this Payment in Lieu of Tax Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the respective Taxing Entities responsible for preparing the tax rolls for said Tax Entities (each, a "Tax Billing Officer") and a request that said Tax Billing Officers submit to the Company and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due each Taxing Entity hereunder, such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such Taxing Entities.

(G) Time of Payments. The Company agrees to pay the amounts due hereunder to each particular Taxing Entity in any fiscal tax year to the appropriate Receiver of Taxes within the period that such Taxing Entity allows payment of taxes levied in such fiscal tax year without penalty. The Company shall be entitled to receive receipts for such payments.

(H) Method of Payment. All payments by the Company hereunder shall be paid to the Receivers of Taxes in lawful money of the United States of America. The Receivers of Taxes shall in turn distribute the amounts so paid to the various Taxing Entities entitled to same.

SECTION 2.03. CREDIT FOR TAXES PAID. (A) Amount of Credit. The parties hereto acknowledge and agree that the obligation of the Company to make the payments provided in Section 2.02 of this Payment in Lieu of Tax Agreement shall be in addition to any and all other taxes and governmental charges of any kind whatsoever which the Company may be required to pay under the Lease Agreement. It is understood and agreed, however, that should the Company pay in any fiscal tax year to any Taxing Entity any amounts in the nature of general property taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility Premises or the interest therein of the Company or the occupancy thereof by the Company (but not including, by way of example, (1) sales and use taxes, and (2) special assessments, special ad valorem levies or governmental charges in the nature of utility charges, including but not limited to water, solid waste, sewage treatment or sewer or other rents, rates or charges), then the Company's obligation to make payments in lieu of property taxes attributed to such fiscal tax year to such Taxing Entity hereunder shall be reduced by the amounts which the Company shall have so paid to such Taxing Entity in such fiscal tax year, but there shall be no cumulative or retroactive credit as to any payment in lieu of property taxes due to any other Taxing Entity or as to any payment in lieu of property taxes due to such Taxing Entity in any other fiscal tax year.

(B) Method of Claiming Credits. If the Company desires to claim a credit against any particular payment in lieu of tax due hereunder, the Company shall give the governing body of the affected Taxing Entity and the Agency prior written notice of its intention to claim any credit pursuant to the provision of this Section 2.03, said notice to be given by the Company at least thirty (30) days prior to the date on which such payment in lieu of tax is due pursuant to the provisions of Section 2.02(G) hereof. In the event that the governing body of the appropriate Taxing Entity desires to contest the Company's right to claim such credit, then said governing body, the Agency and the Company shall each select an arbitrator in accordance with the rules of the American Arbitration Association, each of whom shall meet the qualifications set forth in Section 2.02(B) hereof, which arbitrators shall, at the sole cost and expense of the Company, determine whether the Company is entitled to claim any credit pursuant to the provisions of this Section 2.03 and, if so, the amount of the credit to which the Company is entitled. It is understood that the arbitrators are empowered to confirm the amount of the credit claimed by the Company or to determine a lower or higher credit. When the Company shall have given notice, as provided herein, that it claims a credit, the amount of any payment in lieu of property taxes due hereunder against which the credit may be claimed may be withheld (to the extent of the credit claimed by the Company, but only to the extent that such credit may be claimed against said payment in lieu of taxes pursuant to the provisions of this Section 2.03) until the decision of the arbitrators is rendered. After the decision of the arbitrators is rendered, the payment in lieu of taxes due with respect to any reduction or disallowance by the arbitrators in the amount of the credit claimed by the Company shall, to the extent withheld as aforesaid, be immediately due and payable and shall be paid by the Company within thirty (30) days of said decision.

SECTION 2.04. LATE PAYMENTS. (A) First Month. Pursuant to Section 874(5) of the Act, if the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due, the Company shall pay the same, together with a late payment penalty equal to five percent (5%) of the amount due.

(B) Thereafter. If the Company shall fail to make any payment required by this Payment in Lieu of Tax Agreement when due and such delinquency shall continue beyond the first month, the Company's obligation to make the payment so in default shall continue as an obligation of the Company to the affected Taxing Entity until such payment in default shall have been made in full, and the Company shall pay the same to the affected Taxing Entity together with (1) a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month, plus (2) interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would be payable if such amount were delinquent taxes, until so paid in full.

### ARTICLE III LIMITED OBLIGATION

SECTION 3.01. NO RECOURSE; LIMITED OBLIGATION OF THE AGENCY. (A) No Recourse. All obligations, covenants, and agreements of the Agency contained in this Payment in Lieu of Tax Agreement shall be deemed to be the obligations, covenants and agreements of the Agency and not of any member, officer, agent, servant or employee of the Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Payment in Lieu of Tax Agreement, or otherwise based upon or in respect of this Payment in Lieu of Tax Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, agent (other than the Company), servant or employee, as such, of the Agency or any successor public benefit corporation or political subdivision or any person executing this Payment in Lieu of Tax Agreement on behalf of the Agency, either directly or through the Agency or any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement, it being expressly understood that this Payment in Lieu of Tax Agreement is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, agent (other than the Company), servant or employee of the Agency or of any successor public benefit corporation or political subdivision or any person so executing this Payment in Lieu of Tax Agreement under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, agent (other than the Company), servant or employee under or by reason of the obligations, covenants or agreements contained in this Payment in Lieu of Tax Agreement or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Payment in Lieu of Tax Agreement by the Agency.

(B) Limited Obligation. The obligations, covenants and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Cortland County, New York, and neither the State of New York nor Cortland County, New York shall be liable thereon and, further, such obligations, covenants and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency payable solely from the revenues of the Agency derived and to be derived from the lease, sale or other disposition of the Facility Premises (except for revenues derived by the Agency with respect to the Unassigned Rights, as defined in the Lease Agreement).

(C) Further Limitation. Notwithstanding any provision of this Payment in Lieu of Tax Agreement to the contrary, the Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) the Agency shall have been requested to do so in writing by the Company, and (2) if compliance with such request is reasonably expected to result in the incurrence by the Agency (or any of its members, officers, agents, servants or employees) of any liability, fees, expenses or other costs, the Agency shall have received from the Company security or indemnity and an agreement from the

Company to defend and hold harmless the Agency satisfactory to the Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

#### ARTICLE IV EVENTS OF DEFAULT

SECTION 4.01. EVENTS OF DEFAULT. Any one or more of the following events shall constitute an event of default under this Payment in Lieu of Tax Agreement, and the terms "Event of Default" or "default" shall mean, whenever they are used in this Payment in Lieu of Tax Agreement, any one or more of the following events:

(A) Failure of the Company to pay any amount due and payable by the Company pursuant to this Payment in Lieu of Tax Agreement and continuance of said failure for a period of fifteen (15) days after written notice to the Company stating that such payment is due and payable;

(B) Failure of the Company to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder (other than as referred to in paragraph (A) above) and continuance of such failure for a period of thirty (30) days after written notice to the Company specifying the nature of such failure and requesting that it be remedied; provided that if such default cannot reasonably be cured within such thirty (30) day period and if the Company shall have commenced action to cure the breach of covenant, condition or agreement within said thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as the Company shall require in the exercise of due diligence to cure such default, it being agreed that no such extension shall be for a period in excess of ninety (90) days in the aggregate from the date of default; or

(C) Any warranty, representation or other statement by or on behalf of the Company contained in this Payment in Lieu of Tax Agreement shall prove to have been false or incorrect in any material respect on the date when made or on the effective date of this Payment in Lieu of Tax Agreement and (1) shall be materially adverse to the Agency at the time when the notice referred to below shall have been given to the Company and (2) if curable, shall not have been cured within thirty (30) days after written notice of such incorrectness shall have been given to a responsible officer of the Company, provided that if such correctness cannot reasonably be cured within said thirty-day period and the Company shall have commenced action to cure the incorrectness within said thirty-day period and, thereafter, diligently and expeditiously proceeds to cure the same, such thirty-day period shall be extended for so long as the Company shall require, in the exercise of due diligence, to cure such default.

SECTION 4.02. REMEDIES ON DEFAULT. (A) General. Whenever any Event of Default shall have occurred with respect to this Payment in Lieu of Tax Agreement, the Agency (or if such Event of Default concerns a payment required to be made hereunder to any Taxing Entity, then with respect to such Event of Default such Taxing Entity) may



take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Payment in Lieu of Tax Agreement.

(B) Cross-Default. In addition, an Event of Default hereunder shall constitute an event of default under Article X of the Lease Agreement. Upon the occurrence of an Event of Default hereunder resulting from a failure of the Company to make any payment required hereunder, the Agency shall have, as a remedy therefor under the Lease Agreement, among other remedies, the right to terminate the Lease Agreement and convey the Project Facility to the Company, thus subjecting the Project Facility to immediate full taxation pursuant to Section 520 of the Real Property Tax Law of the State.

(C) Separate Suits. Each such Event of Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(D) Venue. The Company irrevocably agrees that any suit, action or other legal proceeding arising out of this Payment in Lieu of Tax Agreement may be brought in the courts of record of the State, consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection which it may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

SECTION 4.03. PAYMENT OF ATTORNEYS' FEES AND EXPENSES. Pursuant to Section 874(6) of the Act, if the Company should default in performing any of its obligations, covenants or agreements under this Payment in Lieu of Tax Agreement and the Agency or any Taxing Entity should employ attorneys or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefor, pay to the Agency or such Taxing Entity, as the case may be, not only the amounts adjudicated due hereunder, together with the late payment penalty and interest due thereon, but also the reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements so incurred, whether or not an action is commenced.

SECTION 4.04. REMEDIES; WAIVER AND NOTICE. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency or any Taxing Entity is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Payment in Lieu of Tax Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or Power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Agency or any Taxing Entity to exercise any remedy reserved to it in this Payment in Lieu of Tax Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Payment in Lieu of Tax Agreement.

(D) No Waiver. In the event any provision contained in this Payment in Lieu of Tax Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Payment in Lieu of Tax Agreement shall be established by conduct, custom or course of dealing.

## ARTICLE V MISCELLANEOUS

SECTION 5.01. TERM. (A) General. This Payment in Lieu of Tax Agreement shall become effective and the obligations of the Company shall arise absolutely and unconditionally upon the approval of this Payment in Lieu of Tax Agreement by resolution of the Agency and the execution and delivery of this Payment in Lieu of Tax Agreement by the Company and the Agency. Unless otherwise provided by amendment hereof, this Payment in Lieu of Tax Agreement shall continue to remain in effect until the earlier to occur of (1) January 31, 2034 or (2) the date on which the Facility Premises is reconveyed by the Agency to the Company pursuant to the Lease Agreement.

(B) Extended Term. In the event that (1) the Facility Premises shall be reconveyed to the Company, (2) on the date on which the Company obtains the Agency's interest in the Facility Premises, the Facility Premises shall be assessed as exempt upon the assessment roll of any one or more of the Taxing Entities, and (3) the fact of obtaining the Agency's interest in the Facility Premises shall not immediately obligate the Company to make pro-rata tax payments pursuant to legislation similar to Chapter 635 of the 1978 Laws of the State (codified as subsection 3 of Section 302 of the Real Property Tax Law and Section 520 of the Real Property Tax Law), this Payment in Lieu of Tax Agreement shall remain in full force and effect and the Company shall be obligated to make payments to the Receiver of Taxes in amounts equal to those amounts which would be due from the Company if the Facility Premises were owned by the Company and not the Agency until the first tax year in which the Company shall appear on the tax rolls of the various Taxing Entities having jurisdiction over the Facility Premises as the legal owner of record of the Project Facility.

SECTION 5.02. FORM OF PAYMENTS. The amounts payable under this Payment in Lieu of Tax Agreement shall be payable in such coin and currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

SECTION 5.03. COMPANY ACTS. Where the Company is required to do or accomplish any act or thing hereunder, the Company may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Company.

SECTION 5.04. AMENDMENTS. This Payment in Lieu of Tax Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

SECTION 5.05. NOTICES. (A) General. All notices, certificates or other communications hereunder shall be in writing and may be personally served, telecopied or sent by courier service or United States mail and shall be sufficiently given and shall be deemed given when (1) sent to the applicable address stated below by United States registered or certified mail, postage prepaid, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (2) delivery is refused by the addressee, as evidenced by the affidavit of the Person who attempted to effect such delivery.

(B) Notices Given by Taxing Entities. Notwithstanding the foregoing, notices of assessment or reassessment of the Project Facility and other notices given by a Taxing Entity under Article II hereof shall be sufficiently given and shall be deemed given when given by the Taxing Entity in the same manner in which similar notices are given to owners of taxable properties by such Taxing Entity.

(C) Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:

iSpice, LLC  
6450 Highway 43  
Jackson, Alabama 36545

IF TO THE AGENCY:

Cortland County Industrial Development Agency  
40 Main Street, Suite A  
Cortland, New York 13045  
Attention: Executive Director

WITH A COPY TO:

Hancock Estabrook, LLP  
1800 AXA Tower I  
100 Madison Street  
Syracuse, New York 13202  
Attn: John P. Sidd, Esq.

(D) Copies. A copy of any notice given hereunder by the Company which affects in any way a Taxing Entity shall also be given to the chief executive officer of such Taxing Entity.

(E) Change of Address. The Agency, the Company or any Taxing Entity may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

SECTION 5.06. BINDING EFFECT. This Payment in Lieu of Tax Agreement shall inure to the benefit of, and shall be binding upon, the Agency, the Company and their respective successors and assigns. The provisions of this Payment in Lieu of Tax Agreement are intended to be for the benefit of the Agency and the respective Taxing Entities.

SECTION 5.07. SEVERABILITY. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Payment in Lieu of Tax Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Payment in Lieu of Tax Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 5.08. COUNTERPARTS. This Payment in Lieu of Tax Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.09. APPLICABLE LAW. This Payment in Lieu of Tax Agreement shall be governed by and construed in accordance with the laws of the State of New York.

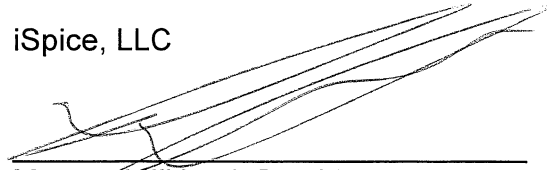
SIGNATURE PAGE TO FOLLOW

Attachment: ltr\_Hancock\_Estabrook\_PILOT\_iSpice - 20240212 (12069 : PILOT Notice - iSpice, LLC)

IN WITNESS WHEREOF, the Agency and the Company have caused this Payment in Lieu of Tax Agreement to be executed in their respective names by duly authorized officers thereof, all being done as of the date first above written.

CORTLAND COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
Brendan O'Bryan, Executive Director

iSpice, LLC  
By:   
Manouch Ilkhani, President

Attachment: ltr\_Hancock\_Estabrook\_PILOT\_iSpice - 20240212 (12069 : PILOT Notice - iSpice, LLC)

**EXHIBIT "A"**

(Attach a copy of the Description of Facility Parcel)

Attachment: ltr\_Hancock\_Estabrook\_PILOT\_iSpice - 20240212 (12069 : PILOT Notice - ISpice, LLC)



## LEGAL DESCRIPTION

### PARCEL I – 121 Central Avenue (Tax Map 86.60-02-01.11)

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Cortland, County of Cortland and State of New York, bounded and described as follows: Beginning at a point located at the intersection of the westerly street line of Dio Way with the northerly street line of East Court Street; running thence S 87° 10' 38" W, along the northerly street line of East Court Street, a distance of 507.09 feet to a point marked by an iron pin; running thence N 03° 16' 14" W, a distance of 137.17 feet to a point marked by an iron pin; running thence S 87° 13' 23" W, a distance of 173.44 feet to a point marked by an iron pin; running thence S 03° 24' 44" E, a distance of 137.27 feet to a point marked by an iron pin located in the northerly street line of East Court Street; running thence S 87° 11' 30" W, along the northerly street line of East Court Street, a distance of 156.22 feet to a point; running thence S 62° 30' 00" W, continuing along the northerly street line of East Court Street, a distance of 47.01 feet to a point in the easterly right of way line of lands of the Cortland County Industrial Development Agency R.O. (372/1085); running thence N 30° 56' 06" W, along the easterly line of said lands of the Cortland County Industrial Development Agency, a distance of 724.22 feet to a point; running thence N 59° 03' 54" E, a distance of 25.84 feet to a point marked by an iron pin; running thence S 55° 29' 35" E, a distance of 51.54 feet to a point marked by an iron pin; running thence S 30° 53' 44" E, a distance of 23.52 feet to a point marked by an iron pin; running thence N 87° 04' 00" E, a distance of 20.82 feet to a point marked by an iron pin; running thence along the arc of a circle to the left having a chord bearing of S 57° 50' 19" E, a chord distance of 92.27 feet to a point marked by an iron pin; running thence N 02° 43' 27" W, a distance of 93.72 feet to a point; running thence N 30° 17' 04" W, a distance of 105.00 feet to a point; running thence N 03° 56' 20" W, a distance of 140.00 feet to a point marked by an iron pin located in the southerly street line of Elm Street; running thence N 86° 58' 00" E, along the southerly street line of Elm Street, a distance of 865.06 feet to a point in the westerly street line of Hubbard Street; running thence S 03° 09' 43" E, along the westerly street line of Hubbard Street, a distance of 604.03 feet to a point in the southerly street line of Central Avenue; running thence N 87° 13' 33" E, along the southerly street line of Central Avenue, a distance of 232.28 feet to a point in the westerly street line of Dio Way; running thence S 02° 38' 25" E, along the westerly street line of Dio Way, a distance of 252.38 feet to the point and place of beginning.

**TOGETHER** with all interest of the grantor to those lands adjacent to the above described premises on the south and east to the respective centerlines of East Court Street and Dio Way subject to the rights of the public therein for street or highway purposes.

**EXCEPTING AND RESERVING THEREFROM**, that portion of the above described premises conveyed by Central Avenue Properties, Inc. to Northeast Transformer Services, Inc. by deed dated January 15, 2004 and recorded January 16, 2004 in the Cortland County Clerk's Office as Instrument No. 1020143-007, being described as follows:

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Cortland, County of Cortland and State of New York, being bound and described as follows:

**COMMENCING** at a point located on the south street line of Elm Street, said point being located westerly, a distance of 624.46 feet from the point where the said south street line of Elm Street intersects the west street line of Hubbard Street; thence running S 03° 02' 39" E, a distance of 263.21 feet to a point; thence running S



87° 11' 35" W, a distance of 190.51 feet to a point; thence running N 02° 43' 27" W, a distance of 29.13 feet to a point; thence running N 30° 17' 04" W, a distance of 105.0 feet to a point; thence running N 03° 56' 20" W, a distance of 140.0 feet to a point on the said south street line of Elm Street; thence running N 86° 58' 00" E, along the south street line of Elm Street, a distance of 240.60 feet to the point and place of beginning and containing 1.36 acres of land, more or less.

**TOGETHER** with easements for ingress and egress as the same are described in an agreement between Central Avenue Properties, Inc. and Northeast Transformer Services, Inc. bearing even date herewith which agreement is intended to be recorded in the Cortland County Clerk's Office simultaneously herewith. The areas to effected by these easements are described as follows:

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Cortland, County of Cortland and State of New York, being bound and described as follows:

COMMENCING at a point on the south street line of Elm Street, said point being located 624.46 feet westerly, as measured along said street line, from the intersection of the west street line of Hubbard Street with the south street line of Elm Street; thence running S 03° 02' 39" E, a distance of 263.21 feet to a point; thence running N 87° 11' 35" E, a distance of 23.80 feet to a point; thence running N 03° 02' 39" W, a distance of 263.30 feet to a point on the south street line of Elm Street; thence running S 86° 58' 00" W, a distance of 23.80 feet to the point and place of beginning.

**ALSO, ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Cortland, County of Cortland and State of New York, being bound and described as follows: COMMENCING at a point being located the following courses and distances from the intersection of the south line of Elm Street with the west line of Hubbard Street: (a) westerly, a distance of 624.46 feet, as measured along the said south street line of Elm Street, and (b) S 03° 02' 39 E, a distance of 263.21 feet to the point and place of beginning; thence running S 87° 11' 35" W, a distance of 190.51 feet to a point; thence running S 02° 43' 27" E, a distance of 64.59 feet to a point; thence running N 68° 28' 25" E, a distance of 201.25 feet to the point and place of beginning.

**PARCEL II – 77 E. Court Street (Tax Map 86.60-03-05)**

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Cortland, County of Cortland and State of New York, being more particularly bounded and described as follows: Beginning at a point marked by an existing iron pin located in the southerly street line of East Court Street, said point being located westerly, as measured along said southerly street line of East Court Street, a distance of 336.0 feet, more or less, from the intersection of the southerly street line of East Court Street with the westerly walk line of Pomeroy Street; running thence S 02° 50' 47" E, along the westerly line of lands of Giacco, R.O. (1998-5676), a distance of 105.64 feet to a point marked by an iron pin; running thence N 86° 52' 13" E, along the southerly line of said lands of Giacco, a distance of 41.88 feet to a point marked by an iron pin; running thence S 02° 33' 47" E, along the westerly lines of lands of Ferro, R.O. (1999-1015) and City of Cortland, R.O. (485/304), a distance of 148.48 feet to a point in the northerly street line of Dunsmore Avenue; running thence S 86° 52' 15" W, along the northerly street line of Dunsmore Avenue, a distance of 41.14 feet to a point in the westerly street line of Dunsmore Avenue; running thence S 02° 50' 46" E, along the westerly street line of Dunsmore Avenue a distance of 18.89 feet to a point marked by an iron pin; running thence S 86° 29' 16" W, along the northerly line of lands of Stevens, R.O. (560/159), Amery Realty Co., R.O. (1996-4815), Synder, R.O. (532/313), Gabriel, R.O. (548/227), and Port Watson Commons, L.P., R.O. (1995-4963), a distance of

500.50 feet to a point; running thence S 86° 24' 19" W, continuing along the northerly line of said lands of Port Watson Commons, L.P., and along the northerly line of lands of Tallman R.O. (571/182), a distance of 382.96 feet to a point marked by an iron pin; running thence N 25° 24' 23" W, along the easterly line of lands of Cortland County Industrial Development Agency, R.O. (372/1085), a distance of 114.33 feet to a point marked by an iron pin; running thence along the southerly and easterly boundary lines of lands of Cortland Foundation, LLC, R.O. (#1997-125) the following eleven (11) courses and distances: 1) S 70° 10' 26" E, a distance of 94.62 feet to a point marked by an iron pin; 2) S 81° 46' 26" E, a distance of 59.26 feet to a point marked by an iron pin; 3) N 89° 18' 34" E, a distance of 59.78 feet to a point marked by an iron pin; 4) N 81° 03' 34" E, a distance of 96.68 feet to a point marked by an iron pin; 5) N 86° 39' 01" E, a distance of 12.80 feet to a point marked by an iron pin; 6) N 03° 21' 00" W, a distance of 156.62 feet to a point marked by an iron pin; 7) S 86° 25' 00" W, a distance of 62.87 feet to a point marked by an iron pin; 8) S 04° 43' 44" E, a distance of 17.0 feet to a point marked by an iron pin; 9) S 42° 05' 28" W, a distance of 24.93 feet to a point; 10) S 86° 12' 59" W, a distance of 56.90 feet to a point; 11) N 03° 19' 55" W, a distance of 99.40 feet to a point marked by an iron pin located in the southerly street line of East Court Street; running thence N 87° 27' 30" E, along the southerly street line of East Court Street, a distance of 434.68 feet to a point; running thence N 87° 02' 13" E, continuing along the southerly street line of East Court Street, a distance of 317.47 feet to the point and the place of beginning.

**TOGETHER** with all interest of the grantor to those lands adjacent to the above described premises on the north to the centerline of East Court Street, subject to the rights of the public therein for street or highway purposes

**TOGETHER** with the rights of way contained in Deed from Cortland Line Company, Inc. to Canford Manufacturing Corporation by deed dated August 30, 1985 and recorded August 30, 1985 in the Cortland County Clerk's Office in Liber 415 of Deeds, Page 224.

**PARCEL III – Dio Way (Tax Map 86.60-02-01.200)**

**ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Cortland, County of Cortland and State of New York, bounded and described as follows: Beginning at a point located by an iron pin set at the intersection of the easterly street line of Dio Way with the northerly street line of East Court Street; running thence N 03° 11' 44" W, along the easterly street line of Dio Way, a distance of 137.28 feet to a point marked by an iron pin; running thence N 87° 56' 42" E, a distance of 23.00 feet to a point marked by an iron pin; running thence S 03° 06' 34" E, a distance of 136.96 feet to a point marked by an iron pin set in the northerly street line of East Court Street; running thence S 87° 09' 23" W, along the northerly street line of East Court Street, a distance of 22.79 feet to the point and place of beginning.

**TOGETHER** with all interest of the grantor to those lands adjacent to the above described premises on the west to the centerline of Dio Way, subject to the rights of the public therein for street or highway purposes.

**PARCEL IV – Elm Street (Tax Map 86.51-03-22)**

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Cortland, County of Cortland and State of New York, being bound and described as follows:

**COMMENCING** at a point located on the south street line of Elm Street, said point being located westerly, a distance of 624.46 feet from the point where the said south street line of Elm Street intersects the west street line of Hubbard Street;

thence running S 03° 02' 39" E, a distance of 263.21 feet to a point; thence running S 87° 11' 35" W, a distance of 190.51 feet to a point; thence running N 02° 43' 27" W, a distance of 29.13 feet to a point; thence running N 30° 17' 04" W, a distance of 105.0 feet to a point; thence running N 03° 56' 20" W, a distance of 140.0 feet to a point on the said south street line of Elm Street; thence running N 86° 58' 00" E, along the south street line of Elm Street, a distance of 240.60 feet to the point and place of beginning and containing 1.36 acres of land, more or less.

**TOGETHER** with easements for ingress and egress as the same are described in an agreement between Central Avenue Properties, Inc. and Northeast Transformer Services, Inc. bearing even date herewith which agreement is intended to be recorded in the Cortland County Clerk's Office simultaneously herewith. The areas to effected by these easements are described as follows:

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Cortland, County of Cortland and State of New York, being bound and described as follows:

COMMENCING at a point on the south street line of Elm Street, said point being located 624.46 feet westerly, as measured along said street line, from the intersection of the west street line of Hubbard Street with the south street line of Elm Street; thence running S 03° 02' 39" E, a distance of 263.21 feet to a point; thence running N 87° 11' 35" E, a distance of 23.80 feet to a point; thence running N 03° 02' 39" W, a distance of 263.30 feet to a point on the south street line of Elm Street; thence running S 86° 58' 00" W, a distance of 23.80 feet to the point and place of beginning.

**ALSO, ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Cortland, County of Cortland and State of New York, being bound and described as follows: COMMENCING at a point being located the following courses and distances from the intersection of the south line of Elm Street with the west line of Hubbard Street: (a) westerly, a distance of 624.46 feet, as measured along the said south street line of Elm Street, and (b) S 03° 02' 39 E, a distance of 263.21 feet to the point and place of beginning; thence running S 87° 11' 35" W, a distance of 190.51 feet to a point; thence running S 02° 43' 27" E, a distance of 64.59 feet to a point; thence running N 68° 28' 25" E, a distance of 201.25 feet to the point and place of beginning.

**CORTLAND COUNTY**  
**PROBATION DEPARTMENT**

**Cortland County Court House  
46 Greenbush Street  
Cortland, New York 13045  
607 753-5019**

**2023 ANNUAL REPORT**



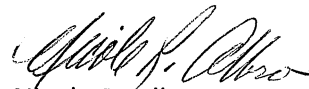
To the Honorable Members of the Cortland County Legislature:

Contained herein is the Annual Report of the Cortland County Probation Department and Alternatives to Incarceration (ATI) for the year 2023, which is respectfully submitted for your consideration. This Report highlights the many functions of the Cortland County Probation Department and provides statistical information on Probation and Pre-trial Release Programs in the preceding year.

In 2023 we were able to continue our return to what are considered more statistically normal patterns of Probation business in Cortland County. Probation staffing was reduced in 2021. This led to a shift in duties internally to cover all aspects of Probation and Alternatives to Incarceration services. In 2023 it became apparent the ATI was in need of more staffing. The creation of a Probation Assistant position filled this need and its approval was much appreciated. The Probation Department did in 2023 meet all obligations and duties under New York State Executive Law and NYCRR Title 9. The impact of the continuing implementation of Raise the Age and Bail Reform Legislation are still being observed. Some benefits as intended are applauded and some significant unintended problems are occurring and being dealt with to the best of our ability. What is stressed is that the Probation Department deals with a vulnerable population that has been negatively impacted in many ways over the course of the past few years. Continued support and assistance to this population while fulfilling our responsibility to promote community safety will be our ongoing mission.

Now, as in years past, I am grateful to the Cortland County Legislature and the Judiciary and Public Safety Subcommittee in particular, for their continuing support of the Probation Department.

Respectfully,



Nicole R. Albro  
Probation Director



**CORTLAND COUNTY LEGISLATURE**  
**Kevin Fitch, Chairman**  
**JUDICIARY AND PUBLIC SAFETY COMMITTEE**

**Sandra Price, Committee Chairperson**  
**Eugene Waldbauer, Vice Chair**

**Douglas Bentley**  
**Reed Cleland**  
**Mitchell Eccleston**

**Christopher Newell**  
**Susan Wilson**

**THE PROBATION STAFF 2023**

**Nicole R. Albro - Probation Director**

**Christopher LeFever**  
**Probation Supervisor**

**Nadine Reisweber**  
**Probation Supervisor**

|                   |                                                                                                                                                           |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alicia Wheaton    | Senior Probation Officer<br>(New York Statewide Police Information Network and E Justice Coordinator/Intensive Supervision Program/Electronic Monitoring) |
| Gary Harrington   | Senior Probation Officer<br>(Intensive DWI, NYS License Event Notification System "LENS" and Drug Court)                                                  |
| Julie Parker      | Senior Probation Officer (Staff Development, Integrated Domestic Violence Court and Safety Officer/Electronic Monitoring)                                 |
| Ben Wheaton       | Senior Probation Officer (Enhanced Investigation/Intensive Supervision-Sex Offenders, NYS Registrant System)                                              |
| Amy Hamilton      | Senior Probation Officer (PINS/PASS)                                                                                                                      |
| Barbara Beveridge | Senior Probation Officer(PINS/PASS)                                                                                                                       |
| Marissa Chierchio | Probation Officer                                                                                                                                         |
| Lindsay VanLiew   | Probation Officer                                                                                                                                         |
| Nicole Riley      | Probation Officer                                                                                                                                         |
| Lisa Hubbard      | Probation Officer                                                                                                                                         |
| Chelsea Kaminski  | Probation Officer                                                                                                                                         |
| Lindsey Law       | Probation Officer                                                                                                                                         |
| Recently vacant   | Probation Officer                                                                                                                                         |
| Cathy Ackley      | Probation Assistant                                                                                                                                       |
| Autumn Stevens    | Probation Assistant                                                                                                                                       |
| Terri Rutan       | Principal Account Clerk                                                                                                                                   |
| Roberta Mahler    | Administrative Assistant                                                                                                                                  |
| Melissa Hummel    | Key board Specialist                                                                                                                                      |

# ORGANIZATIONAL CHART

## CORTLAND COUNTY PROBATION DEPARTMENT

CORTLAND COUNTY LEGISLATURE  
JUDICIARY AND PUBLIC SAFETY COMMITTEE

COUNTY ADMINISTRATOR

DIRECTOR OF PROBATION

| PROFESSIONAL STAFF                                     |                                                                                                                                                                                                                                                            |                                                                                                                                                             | SUPPORT/ADMINISTRATIVE STAFF        |                                   |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------|
| ALTERNATIVES TO<br>INCARCERATION<br>Co-coordinator (1) | PROBATION SUPERVISOR<br>(1)                                                                                                                                                                                                                                | PROBATION<br>SUPERVISOR<br>(1)                                                                                                                              | Admin Assistant<br>CONFIDENTIAL (1) | PRINCIPAL<br>ACCOUNT CLERK<br>(1) |
| Probation<br>Assistant                                 | Sr. Probation Officer<br>(Staff Development and<br>Safety Office/Electronic<br>Monitoring)<br><br>Senior Probation Officer<br>(NYSPIN/ISP/Electronic<br>Monitoring, DV)<br><br>Sr. Probation Officer (2)<br>(PINS Diversion)<br><br>Probation Officers (3) | Senior Probation<br>Officer<br>(D.W.I./Drug Court)<br><br>Sr. Probation Officer<br>(Sex Offenders)<br><br>Probation Officers (4)<br><br>Probation Assistant | Keyboard Specialists (1)            |                                   |

The Cortland County Probation Department has had the traditional responsibility, mandated by New York State Family, Criminal and Executive Law, of providing four basic services to the citizens and Courts of the County community:



1. **Family Court Intake:** This service offers individuals and families a means of achieving timely and often lasting solutions to problems which would otherwise be adjudicated in Family Court Proceedings. The two largest populations served by intake are Juvenile Delinquents (youth over the age of twelve years and less than eighteen years who have committed an act which, if committed by an adult, would constitute a crime) and Persons In Need of Supervision (youth under the age of 18 years who are ungovernable/incorrigible, chronically truant or runaways. JDs are referred to the Department by Law Enforcement agencies and PINS are referred most frequently by parents or school officials, but may be referred by a variety of other sources. In the case of JDs, the Department can attempt diversion services for a period of up to six months wherein the youth and parents participate in frequent meetings with a Probation Officer in an effort to reduce the likelihood of continued criminal behavior and, if applicable, make apologies and restitution to victims. The Department provides the same diversion services to PINS/PASS youth; however, the time spent on a PINS/PASS case has no expiration aside from the youth's age and the focus is to work with the youth and family to decrease the undesirable behavior and improve the functionality of the parents. This service has the benefit of timeliness, in that the problems of Court congestion and backlog are by-passed. More important is the fact that it provides assistance and referral services to amenable families and children which can enable them to find solutions to their own problems in an atmosphere which preserves dignity and promotes cooperation. Properly utilized, it can free Court time for the more intransigent cases, save assigned counsel costs to the County, reduce the likelihood of placement outside the home and help troubled families become healthier and less prone to perpetuating dysfunction. In addition, although far less frequently, intake provides assistance to individuals seeking direction regarding child custody/visitation issues; support matters, family offenses and Orders of Protection.
2. **Investigations:** When ordered to do so by the Court, the Department undertakes a detailed legal and social investigation on adults, juveniles and families and prepares a report of same to submit to the Criminal and Family Courts of the County. These reports are of a narrative form and are several pages in length. Details of every aspect of an individual's life are addressed which include, but are not limited to: legal history; presenting offense or behavior; family situation and environment; social services history; education, employment and military; alcohol and substance use; and physical and mental health. Probation reports assist the Courts in judicial decision-making and provide analytical information which forms the basis of community-based case planning for those sentenced to an alternative to incarceration and institutional case planning for those sentenced to incarceration. These reports are also utilized by jails, prisons, the Board of Parole to gain information on individuals considered for release to Parole supervision and by treatment agencies for case planning and counseling.
3. **Supervision:** Adult offenders, JDs and PINS are supervised under Court-ordered conditions of Probation, in most cases, for 1, 2, 3 or 5 year terms. The exception occurs with regard to certain sex offense cases which carry terms of 6 and 10 years. The most widely utilized alternative to incarceration, probation supervision provides an opportunity for eligible offenders to remain or become productive, participating members of the community while their activities are monitored by a Probation Officer. While there are currently six conditions of Probation applied to all Probationers, there are a host of others that are tailored to meet the needs of the individual offender and enhance community safety. Examples of these conditions: address the need for alcohol/drug abstinence and treatment; mandate that certain types of sex offenders not have contact with children, stay away from places where children are likely to congregate, attend counseling, and register as sex offenders; require payment of restitution; and require submission of a DNA sample for all felony convictions and all penal law misdemeanors; among numerous others. Supervision of offenders requires the Probation Officer to make frequent field visits to the offender's home, school or worksite. Officers are in continual contact with

counselors, educators, family members and any other agency or individual that may assist in verifying compliance. With constant oversight and encouragement to succeed, it is hoped that the offender is motivated to comply with the Conditions of Probation for the benefit of better employment, education, family relationships and community betterment. For some, the fact that a violation of the sentence can result in revocation and resentence to a term of incarceration serves as a motivator to maintain compliance.

4. **Restitution Office:** The Probation Department is the County designated agency to collect Court-ordered monetary restitution from offenders and to disburse it to crime victims. A five percent surcharge is also collected pursuant to law, and is forwarded to the County General Fund as revenue.

In addition to the basic traditional services described above, the Cortland County Probation Department also provides various other services which impact community safety, offender accountability and costs to the County.

1. **Pre-Trial Release Alternatives to Incarceration (ATI):** The Pre-Trial Release Program has been a part of the Cortland County Probation Department since January 2004. Offenders who are detained in jail prior to conviction or sentencing, who cannot make bail, or who are at risk for failure to appear at future Court dates, are assessed for eligibility for release under supervision. Defendants report to Pre-trial personnel anywhere from once a week to once a day to apprise of any changes in circumstances, receive reminders regarding next Court appearance and are encouraged and assisted in obtaining any services which may help to avoid future legal problems. Pre-trial is instrumental in helping to reduce jail costs as it could be months before a trial is conducted or sentencing takes place. Release to Pre-trial Services also helps to process some offenders into treatment, allows them to continue employment and can monitor other program participation.
2. **Community Service:** Frequently, offenders are required to make retribution in the form of Community Service for victimizing individuals or parties in a community. Offenders are often ordered by the Court to perform services to non-profit entities or municipal agencies as part of their sentence, or consideration for a reduction in charges or dismissal of charges. The ATI coordinator along with a Probation Assistant implement this service by developing worksites, conducting work site visits and keeping records of the progress of each individual participant which is then provided to the Court.

Probation Officers, including the Supervisors and the Director, are **Peace Officers** charged first and foremost with ensuring the protection of the public. The Department is therefore prudent in its recommendations to the Courts, and diligent in monitoring the activities of offenders/clients residing in the community. Over the years more and more responsibility is placed upon Probation Departments to ensure that offenders are adhering to legislation that adds additional responsibilities to the past duty of monitoring compliance with the Order and Conditions of Probation. The collection of DNA samples for submission to the DNA database, sex offender change of address forms updating the NYS Sex Offender Registry, ignition interlock compliance, NYS LENS participation and completion of risk and assessment instruments, are just a few of the many functions that have been added to numerous other job duties performed daily.

# **2018-2023 COMPARATIVE STATISTICS**

**INTAKE****NUMBER OF CASES DEALT WITH AT INTAKE**

| <b>TYPE OF CASE</b>           | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Juvenile Delinquency          | 27          | 58          | 26          | 29          | 31          | 46          |
| Person In Need of Supervision | 40          | 49          | 32          | 39          | 35          | 40          |
| Family Offense                | 0           | 0           | 0           | 0           | 0           | 0           |
| Custody                       | 0           | 0           | 0           | 0           | 0           | 0           |
| <b>TOTAL</b>                  | <b>67</b>   | <b>107</b>  | <b>58</b>   | <b>68</b>   | <b>66</b>   | <b>86</b>   |

Person in Need of Supervision (PINS) legislation since 2005 allows for diversion services to remain open for an indefinite period of time. Youth and families benefit from the additional guidance and adjustment period to engage in services and receive support until the situation improves and the parties are more self-reliant. Legislation has been modified repeatedly to mandate extensive services be put in place to divert juveniles away from the Family Court. Probation has responded by establishing the very intensive Planning, Assessment, Skills, and Support (PASS) Program along with our partnership with the Department of Social Services. Another example is requiring schools to provide a Manifestation Determination for any student with an Individual Education Program that the District is considering referring to the PINS/PASS Program. The goal of which is to eliminate students who could not control their behaviors due to a disability from being unfairly involved in the Family Court System. This Department further initiated a Pre-PINS Parent Orientation meeting for any parent interested in accessing the PINS Program to assess suitability for other services and agencies within the community that could be accessed without having to involve the youth in the early stages of judicial intervention. Probation also partnered with the local Department of Social Services to use state STSJP grants to implement the Coordinated Children's Services Initiative. This program pairs families with a family partner to address various issues within the family that may affect the success of the youth in school and the community. Each of these changes has contributed to narrowing the PINS population to those youth who are most in need of an intensive level of intervention and at risk for failure and further contact with the Court system. The Probation Department and Department of Social Services staff have conducted recent meetings to align our efforts with the new federal "Families First" legislation. Our current PASS program seeks to include best practices as they evolve.

A Juvenile Delinquent is a youth over the age of 12 and under the age of 18 years who are referred to the Probation Department or Criminal Court to determine eligibility for and receive diversion services for acts which if committed by an adult would constitute a crime. If successful, the case is adjusted and the youth is diverted from further involvement with the Family Court. Largely, the decision to provide diversion services is made by the Probation Department; however, some cases are not eligible due to the serious nature of the offense (in which case the District Attorney follows the requirements to retain the matter in a criminal court) or the Respondent insists on access to the Family Court. Of the youth who participate in diversion, the majority are closed as adjusted with no Court involvement.

|                                                                                     | 2018      | 2019       | 2020      | 2021      | 2022       | 2023       |
|-------------------------------------------------------------------------------------|-----------|------------|-----------|-----------|------------|------------|
| <b>Cases referred to Family Court by Probation Intake with no attempt to adjust</b> |           |            |           |           |            |            |
| Juvenile Delinquency                                                                | 6         | 14         | 4         | 9         | 8          | 12         |
| Person In Need of Supervision                                                       | 1         | 5          | 1         | 0         | 0          | 1          |
| Family Offense                                                                      | 0         | 0          | 0         | 0         | 0          | 0          |
| Custody                                                                             | 0         | 0          | 0         | 0         | 0          | 0          |
| <b>Cases Adjusted by Probation Intake – NO Court</b>                                |           |            |           |           |            |            |
| Juvenile Delinquency                                                                | 15        | 24         | 13        | 16        | 20         | 23         |
| Person In Need of Supervision                                                       | 25        | 32         | 23        | 25        | 26         | 25         |
| <b>Cases referred to Family Court after unsuccessful Probation Intake attempts</b>  |           |            |           |           |            |            |
| Juvenile Delinquency                                                                | 6         | 16         | 3         | 5         | 2          | 7          |
| Person In Need of Supervision                                                       | 9         | 12         | 6         | 4         | 9          | 13         |
|                                                                                     |           |            |           |           |            |            |
| <b>Cases still open at the end of the year</b>                                      | 27        | 31         | 29        | 35        | 36         | 41         |
| <b>TOTAL</b>                                                                        | <b>89</b> | <b>134</b> | <b>79</b> | <b>94</b> | <b>101</b> | <b>122</b> |

### DISPOSITION OF CASES AT INTAKE

The term “to adjust” a case as used by the Family Court Law means to close successfully by Probation Intake without referral to Family Court. The numbers reported above do not reflect cases in which the referral agency withdrew the original complaint.

Over the last several years of collaboration with other County agencies, there has been a significant decline in the number of youth petitioned into Family Court as the result of a PINS or JD petition and fewer youth placed into the custody of the local Department of Social Services or New York State Office of Children’s and Family Services. Keeping youth out of Court is both a major step in reducing further trauma to the youth and family, but also a significant savings in both Court resources and County tax dollars. The successes of the programs are in large part due to the intensity of work done with those youth who are at the highest risk of placement outside the home. Referrals have increased in the most recent year and the referrals are of a more serious nature, making this high risk population more time and labor intensive for this Department. Referrals for Family Offense Intake are rare given the nature of the circumstances and should not be considered for diversion services. Custody matters usually result in assisting the party/parties in finding mediation services or referral to Family Court for the filing of a

petition. On occasion Probation completes Adoption and Home Study Reports for the Family Court to assess the situations and living arrangements of parties to the Court proceedings. Domestic violence complaints always result in directing the party/parties: to law enforcement if not already done; to Family Court for the filing of an Order of Protection petition if desired and providing contact information for counseling services and Aid to Victims of Violence.

## FAMILY COURT STATISTICS

### FAMILY COURT INVESTIGATIONS/REPORTS

| TYPE OF CASE                  | 2018      | 2019      | 2020      | 2021      | 2022      | 2023      |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Juvenile Delinquency          | 11        | 11        | 17        | 7         | 10        | 7         |
| Person In Need of Supervision | 8         | 4         | 1         | 1         | 3         | 6         |
| Custody/Visitation            | 0         | 0         | 0         | 0         | 0         | 0         |
| Other                         | 12        | 1         | 3         | 2         | 2         | 2         |
| <b>TOTAL</b>                  | <b>31</b> | <b>16</b> | <b>21</b> | <b>10</b> | <b>15</b> | <b>15</b> |

As we continue to bolster adjustment services in the PINS and JD populations, fewer youth going to Family Court is reflected in a stabilization of Pre-Dispositional Investigation/Reports to Family Court.

### PROBATION SUPERVISION

#### FAMILY COURT PROBATIONERS

|                                    | 2018      | 2019      | 2020      | 2021      | 2022      | 2023      |
|------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| On Probation Beginning of Year     | 57        | 40        | 36        | 32        | 25        | 29        |
| Probationers Received During Year  | 29        | 26        | 19        | 18        | 23        | 9         |
| <b>TOTAL DURING YEAR</b>           | <b>86</b> | <b>66</b> | <b>55</b> | <b>50</b> | <b>48</b> | <b>38</b> |
| Terminated From Probation          | 44        | 26        | 19        | 23        | 11        | 5         |
| Transferred Out                    | 0         | 1         | 1         | 0         | 0         | 1         |
| Probation Revoked                  | 2         | 1         | 3         | 2         | 8         | 7         |
| Total Passed from Probation        | 46        | 28        | 23        | 25        | 19        | 13        |
| <b>On Probation At End of Year</b> | <b>40</b> | <b>38</b> | <b>32</b> | <b>25</b> | <b>29</b> | <b>25</b> |

#### Juvenile Probationers

|                               | 2019 | 2020 | 2021 | 2022 | 2023 |
|-------------------------------|------|------|------|------|------|
| <b>Type of Case</b>           |      |      |      |      |      |
| Juvenile Delinquent           | 10   | 17   | 7    | 5    | 8    |
| Person In Need of Supervision | 2    | 0    | 1    | 1    | 4    |
| Adult                         | 24   | 15   | 17   | 23   | 22   |



|              |           |           |           |           |           |
|--------------|-----------|-----------|-----------|-----------|-----------|
| <b>TOTAL</b> | <b>36</b> | <b>32</b> | <b>25</b> | <b>29</b> | <b>34</b> |
|--------------|-----------|-----------|-----------|-----------|-----------|

As noted previously, concentrating efforts toward the highest risk cases and offering more intensified supervision has led to Family Court Probation Supervision cases decreasing slightly. It is notable that the majority of Probation supervision cases reach maximum expiration of the term or receive Early Discharge due to positive progress. Raise the Age implementation was expected to increase the number of Juvenile Delinquency cases as more cases are now classified as Juvenile matters. This has started to be the case. It is believed this will continue as the dip in case in 2021 can be attributed to the COVID lockdown of the preceding year.

## **CRIMINAL COURT STATISTICS**

### **CRIMINAL COURT INVESTIGATIONS/REPORTS**

| <b>TYPE OF CASE</b>         | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> |
|-----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Pre-Sentence Investigations | 397         | 401         | 146         | 212         | 230         | 238         |
| Pre-Plea Investigations     | 2           | 5           | 2           | 3           | 7           | 6           |
| Other                       | 34          | 43          | 28          | 45          | 30          | 32          |
| <b>TOTAL</b>                | <b>433</b>  | <b>449</b>  | <b>176</b>  | <b>260</b>  | <b>267</b>  | <b>276</b>  |

The number of Court ordered investigative reports completed for the Courts had been increasing up until the COVID lockdown. This resulted in a significant drop. We are now seeing rising numbers of Court ordered reports. As these reports are detailed, involve home visits, assessments and information verification, they are time consuming for the entire staff who are all involved in some capacity. They are also time sensitive and requires strict deadline submission to keep the local Court calendars on schedule.

## **PROBATION SUPERVISION**

### **Criminal Court Probationers**

|                                    | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> |
|------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| On Probation Beginning of Year     | 522         | 524         | 531         | 412         | 382         | 354         |
| <b>On Probation At End of Year</b> | <b>524</b>  | <b>531</b>  | <b>412</b>  | <b>382</b>  | <b>354</b>  | <b>369</b>  |

While there have been variations in the number of individuals placed on probation from criminal court, the numbers, overall, have been relatively consistent in the past. With Courts closed or limited in scope in 2020 the numbers decreased. Placements on Probation are now trending up slightly.



### Restitution and Surcharge Collection

|      | Ordered      | Collected/<br>Disbursed | Surcharge<br>Collected | Year End<br>Cases Open |  |
|------|--------------|-------------------------|------------------------|------------------------|--|
| 2018 | \$121,567.97 | \$53,594.91             | \$2,697.96             | 616                    |  |
| 2019 | \$172,040.64 | \$79,558.17             | \$4,122.51             | 622                    |  |
| 2020 | \$132,026.81 | \$48,803.88             | \$2,265.63             | 665                    |  |
| 2021 | \$206,294.15 | \$63,787.50             | \$2265.63              | 608                    |  |
| 2022 | \$67,013.34  | \$38,292.04             | \$1740.61              | 665                    |  |
| 2023 | \$1,087,169  | \$27,753.09             | \$1282.75              | 651                    |  |

Restitution cases are comprised of any Court Order for restitution that is to be paid through the Cortland County Probation Department which includes, Probation cases, Conditional Discharge cases, Judgments and other Orders of Restitution/Reparation. The majority of open cases are Judgments. In most cases, the total restitution owed includes a 5% surcharge added to the amount owed to the victim; the surcharge is paid out to the Cortland County Treasurer's Office to offset some of the costs of collection and disbursement of restitution. The amount of restitution ordered by the Courts in 2023 was significantly higher based mainly on one case. As that person is incarcerated for a lengthy period, collection is unlikely at this time. Overall collection has been down. Factors may include the economic situation locally and Probation positions going unfilled for a significant portion of 2023.

Probation maintains a checking account at NBT Bank for deposit and disbursement of restitution and custody fees. It is a non-interest bearing account.

### **DWI IGNITION INTERLOCK**

|       | 2017-2018 | 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 | 2022-2023 |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|
| Grant | \$4349    | \$4711    | \$5222    | \$5222    | \$5108    | \$5147    |

In 2010, New York state legislation added sentencing mandates for a term of Probation or Conditional Discharge for all Driving While intoxicated related convictions and required the installation of an Ignition Interlock Device on all vehicles owned or operated by the defendant. The Cortland County Probation Department is the agency in this County that monitors compliance with these requirements in all cases. The NYS Governor's Traffic and Safety Committee received federal grant money for the first 3 years to offset costs of the additional

responsibilities. Reimbursement for the first two NYS fiscal years was \$114.66 per individual sentenced but was reduced to \$110.21 in 2012 and 2013 and a cap to total costs that could be claimed was added. For the 2014-2015 fiscal year the reimbursement per individual was increased to \$135.00. In 2015-2016 the federal grant was not renewed but the Traffic and Safety Committee put in the additional funds so the reimbursement rate remained the same. Although there were significantly fewer orders, the reimbursement remained fairly steady due to the increase. In 2016-2017, the committee **did not** elect to make up for the lost federal money and reduced the reimbursement using a formula applied to each County. Cortland County was reimbursed a flat total since the 2016 contract, regardless of the number of individuals ordered to install the ignition interlock. This is of course a significant decrease in the reimbursement received since the inception of the legislation.

### **DWI SUPERVISION FEE**

|           | 2018     | 2019    | 2020    | 2021    | 2022    | 2023   |
|-----------|----------|---------|---------|---------|---------|--------|
| Collected | \$13,285 | \$8,760 | \$4,230 | \$7,960 | \$9,520 | \$8210 |

In September 2013, the Cortland County Legislature passed a local law allowing the Cortland County Probation Department to collect a supervision fee of \$0, \$10.00, \$20.00 or \$30.00, depending upon the Probationers income and other Court ordered financial obligations, for all Driving While Intoxicated probation supervision cases. All fees collected are submitted to the Cortland County Treasurer's Office for application to the Probation Department budget. Enforcement of the new law began in January 2014. Yearly totals vary according to ability to pay and the number of DWI convictions resulting in Probation supervision. As failure to pay a supervision fee cannot be pursued as a violation of Probation there is little recourse to non-payment aside from referral to the County Attorney's office for a civil judgement proceeding. This course may prove to be more cost prohibitive than the non-payment. A combination of less DWI arrests/convictions and lost employment due to lack of transportation leads to barriers in collection of DWI supervision fees.

### **ALTERNATIVES TO INCARCERATION PROGRAM**

#### **PRE-TRIAL RELEASE PROGRAM**

|                                           | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|-------------------------------------------|------|------|------|------|------|------|
| Released to Program<br>(50/year required) | 280  | 261  | 86   | 115  | 150  | 111  |

Pre-trial Release under Supervision (RUS) has remained an important service within the Cortland County Probation Department for many years. The above numbers reflect new cases served throughout the year and are not reflective of individuals on pre-trial release each month. Several factors influence the monthly pre-trial population: once an individual is sentenced, the case is closed. The decision for remand or release of a defendant was a judicial decision. Bail Reform enacted in 2020 is having an impact on who is eligible for remand and how Pre-Trial Release is used. There was a decrease in cases during the pandemic and numbers are now increasing. The cases that are being served since bail reform, require more services to ensure their return to Court appearances. Helping participants obtain needed services to facilitate lawful behavior during Court pendency is also a goal of the program.

### **COMMUNITY SERVICE PROGRAM**

|                                      | <b>2018</b> | <b>2019</b> | <b>2020</b> | <b>2021</b> | <b>2022</b> | <b>2023</b> |
|--------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| New Clients<br>(125/year required)   | 156         | 111         | 48          | 71          | 105         | 134         |
| Hours Ordered<br>(4,800/year target) | 4330.5      | 4330.5      | 1790        | 2721        | 3450        | 4060        |
|                                      | 3601        | 3601        | 1239        | 2161        | 2619        | 3021        |

The performance of Community Service also serves to reduce jail populations by holding individuals accountable for the effect their criminal behavior has on the community as a whole. Ordering Community Service is another tool available to the Courts in lieu of incarceration in pre-trial matters or as a condition of Probation. Worksites that are used for performance of community service are local. The use of this program increased significantly in 2023.

The pandemic in recent preceding years had a major impact on every aspect of Probation work. Data from 2023 indicates a gradual return to the Courts functioning more as in the past. Probation services are seeing an increase in use as patterns of behavior return to normal. Bail reform and Raise the Age Legislation are continuing to be implemented with both negative and positive effects. These changes and future trends will continue to be closely followed. The Probation Department is open to change as needed and will continue to evolve to meet community needs and best practices. I am always available to answer any questions you may have. Once again, the Probation Department, as well as myself, are very grateful of the support we have received.

Respectfully Submitted,

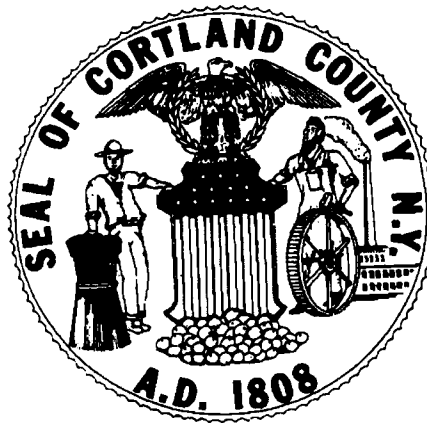


Nicole Albro

Probation Director

# CORTLAND COUNTY CLERK

## ANNUAL REPORT FOR 2023



Prepared & Submitted by: Brooke Kemak  
Cortland County Clerk

**Staffing as of December 31, 2023**

*Elizabeth Larkin, Cortland County Clerk*  
*Office located in County Courthouse*

**County Clerk's Office**

46 Greenbush Street, Suite 105

Deputy County Clerks: Tammy L. Barriger  
Brooke Kemak

Senior Index Clerks: Janet Herrick  
Marcia Ford  
Melinda Braman

**Department of Motor Vehicles**

112 River Street

DMV Director: Sonia Ganoung

Senior DMV Clerk: Bryan Dintino

DMV Clerks: Kim Lewis  
Lance Lella  
Alice Moore  
Amanda Jones  
Mariah Storey

Honorable Members of the Cortland County Legislature  
60 Central Avenue  
Cortland, NY 13045

Ladies and Gentlemen:

It is with pleasure that I submit the Annual Report for the Cortland County Clerk's Office for the fiscal year January 1, 2023 through December 31, 2023.

The County Clerk's Office is a state constitutional office that is the main depository for records created within the county. The County Clerk has many duties including serving as the Clerk of the Corporation of the county, register of all records pertaining to real property within the county and is the clerk of the Supreme and County Courts. The County Clerk is commissioned to not only collect all fees of the courts but also to protect, produce and preserve court records. In accordance with Vehicle and Traffic Law, the County Clerk acts as an agent for the Commissioner of the New York State Motor Vehicle Department.

The County Clerk's office is located in the Courthouse at 46 Greenbush Street and the Department of Motor Vehicles is located at 112 River Street. Both offices are revenue generating offices for Cortland County. This report outlines a summary of funds collected by the County Clerk and Department of Motor Vehicle Offices. All the funds collected by the offices are then distributed to the appropriate State offices and the County Treasurer on a monthly basis, unless otherwise noted.

I would like to thank the County Legislature and the County Administrator for their support and look forward to working with you to continue to serve the residents of Cortland County in the most efficient and productive manner possible.

If at any time you would like a tour of my offices, have questions or concerns please do not hesitate to contact me.

Respectfully submitted,

Brooke Kemak  
Cortland County Clerk

## REAL PROPERTY TRANSACTIONS

Various documents are recorded in the County Clerk's office that pertain to Real Property. Common documents are Deeds, Mortgages, Mortgage Assignments, Agreements, Leases and Discharges.

Mortgage Tax: Mortgage tax of 1% is collected for all Mortgages. \$62,315.58 of the tax collected is retained by the County to defray the costs associated with collecting and disbursing Mortgage Tax. This amount coincides with the State's fiscal year.

*\$1,583,028.45      Total Mortgage Tax Collected*

- \$823,599.97    Municipalities: Basic Mortgage Tax calculated at ½ of 1%. Twice a year the County Clerk presents the Legislature with a Resolution to disburse the monies to the towns where the mortgaged properties are located.
- \$411,799.99    County: Local Mortgage Tax calculated at ¼ of 1%. Local Mortgage tax is paid to County Finance.
- \$347,628.49    State: Special Mortgage Tax calculated at ¼ of 1%. Special Mortgage Tax is disbursed to the New York State Mortgage Agency.

Transfer Tax: All transfers of interest of Real Property require the filing of a NYS Form called TP 584. This form is applicable to transactions including Deeds, Boundary Line Agreements, Right of Ways, Easements and many others.

*\$563,251.00    Total Revenue from Transfer Tax*

- \$552,936.00    State: Transfer Tax calculated at \$4 per \$1,000 of the conveyance amount.
- \$4,382.00      County: County Transfer Tax calculated at \$2.00 per \$1,000 of the conveyance amount. This tax became effective November 17, 2023.
- \$5,933.00      County: County retains \$6 for each TP-584 processed.

Assessment/Transfer Report: NYS Real Property Law mandates form RP 5217 to be submitted with Deeds. This form contains information about the parcel, is used to calculate the fee to record a Deed and is sent to the county Real Property office. The total for this form is either \$125 or \$250 and is determined by the type of property being transferred.

*\$173,500.00    Total Revenue from RP 5217*

- \$163,276.00    State: \$116 or \$241 for each RP 5217 depending on the parcel.



\$10,224.00 County: \$9 for each RP 5217 form collected.

NYS Commissioner of Education and Local Government Records Management Fund:  
Each time a document is recorded or a Civil Index Number is issued the total amount due includes a \$20 fee. This was established by New York State with the intention to have funds available to preserve records that must be maintained permanently. Local Governments Records Management Fund, LGRMIF, is meant to be returned to municipalities through State Archives grants.

*\$92,840.00 Total Revenue*

\$66,148.50 State: \$14.75 per \$20 collected paid to the NYS Commissioner of Education.

\$22,049.50 State: \$4.25 per \$20 collected paid to the Local Government Records Management Fund (LGRMIF)

\$4,642.00 County: \$1.00 per \$20 collected

### **JUDICIAL: SUPREME AND COUNTY COURTS**

The County Clerk's Office is the repository for all documents submitted to the Supreme and County Courts, both Civil and Criminal, and is responsible for the preservation, production and certification of these documents. The County Clerk's Office also acts as treasurer for the courts. All fees for the submission of papers, fines and surcharges are collected by the clerk's office.

*\$363,255.25 Total Revenue for Judicial Purposes*

\$180,327.25 State: Filing fees for Civil documents and Fines, Surcharges and Fees imposed by the County Criminal or IDV Court.

\$32,212.00 County: Bails – collected and disbursed to the County Treasurer who disburses based on Court Orders. 2% is retained by the County and deposited in the General Fund and 1% is retained to help fund the County Alternatives to Incarceration Program.

\$1.00 County: Court and Trust – collected and disbursed per Court Order.

\$3,995.00 County: DWI Fines imposed by the Courts – collected and disbursed to County Finance who credits the Sheriff's DWI account.

\$146,720.00 County: Collected from fees when various documents for Supreme Court proceedings are processed. This also includes search requests, copies and various certifications.

### **OTHER SERVICES**

Notary Commissions: Free notary services are provided to our constituents in the Clerk's Office. All non-probationary employees are commissioned notaries. In addition the Clerk's Office maintains the records and signatures of those commissioned in Cortland County.

New York State changed the Notary process to become a Notary and to submit a notary renewal. This now is all completed online. Prior to this change all renewals were processed locally in the County Clerk's Office. This transition has not been smooth and continues to be a work in progress.

*\$5,820.00 Total Collected Locally and Disbursed*

\$3,400.00 State: \$40 for each commission or renewal.  
\$2,420.00 County: \$20 for each commission or renewal.

Other County Clerk Fees: All fees are regulated by a variety of New York State and Federal Laws, with the exception of photo fees and overages collected. These fees are paid to the County Treasurer.

*\$299,552.87 Total Revenue*

|              |                                                                                           |
|--------------|-------------------------------------------------------------------------------------------|
| \$2,302.44   | Copy Fees                                                                                 |
| \$19,895.00  | Cover Pages: generated on recorded land records                                           |
| \$425.00     | EZ Pass: purchased for \$21 and sold for \$25                                             |
| \$3,125.00   | Miscellaneous filing: \$5 per filing – land records                                       |
| \$233,225.80 | Miscellaneous Recording: land records, business documents, searches and many other items. |
| \$963.63     | Overages: retain overpayments of up to \$10 per transaction                               |
| \$10,660.00  | Passport fees: \$35 execution fee for each new passport; \$10 photo                       |
| \$15,701.00  | Pistol Permit Transactions                                                                |
| \$8,120.00   | Uniform Commercial Code (UCC) filings                                                     |
| \$5,135.00   | Tax Certificates: \$5 per name where status is updated on Tax Foreclosures                |

## DEPARTMENT OF MOTOR VEHICLES

The Cortland County Clerk acts as an agent for the Commissioner of the Department of Motor Vehicles. New York State supplies the county motor vehicle office with computer equipment, support, and all necessary forms and literature to run the DMV on behalf of the state. The county supplies the facility and the personnel to perform DMV transactions.

Various calculations for revenue:

- 12.7% of many transactions conducted locally – In 2024 this will change to 10.75% for all transactions; locally and online. It is predicted this will be a benefit for Cortland County.
- \$1.00 for each of the first 5,000 transactions where sales tax is collected. \$0.75 for each transaction after. Cortland County averages just under 5,000 transactions a month.
- \$10 vehicle registration fee for each two-year registration for vehicles under 3,500 pounds and \$20 for vehicles over 3,500 pounds. This is a common practice across the state and is pursuant to Cortland County Local Law #1 of 2003. This started when New York State started mailing renewals to customers with a state return address, decreasing revenue in local offices.
- In 2011, the NYS Association of County Clerks negotiated an agreement with the State that Counties would receive a portion of transactions conducted online.

|               | COUNTY              | STATE                 |
|---------------|---------------------|-----------------------|
| Fees          | \$394,056.73        | \$2,502,739.57        |
| Sales Tax     | \$5,915.25          | \$1,966,076.52        |
| Interest      | \$22.17             | \$22.13               |
| MV User Fee   | \$275,054.01        | --                    |
| Internet Fee  | \$20,980.03         | --                    |
| <b>TOTAL:</b> | <b>\$696,028.19</b> | <b>\$4,468,838.22</b> |

**Report pursuant to Section 406 of County Law**

Fiscal Year 2023

**Revenue generated**

|                                |                       |
|--------------------------------|-----------------------|
| County Clerk                   | \$3,081,547.57        |
| Motor Vehicles                 | \$5,164,866.41        |
| <b>Total revenue generated</b> | <b>\$8,246,413.98</b> |

**Disbursement of funds***County Finance – County Revenue*

|                                     |                       |
|-------------------------------------|-----------------------|
| Local Mortgage Tax                  | \$411,799.99          |
| Judicial                            | \$146,720.00          |
| Land recordings                     | \$395,892.50          |
| County Clerk – other                | \$62,266.57           |
| Motor Vehicles                      | \$696,028.19          |
| <i>Total disbursement to County</i> | <i>\$1,712,707.25</i> |

*Collected as pass-thru*

|                                                      |                     |
|------------------------------------------------------|---------------------|
| Passports (U.S. Dept. of State)                      | \$32,570.80         |
| Bail (County Finance)                                | \$32,212.00         |
| Undertaking (County Finance)                         | \$1.00              |
| DWI – (County Finance-Sheriff)                       | \$3,995.00          |
| Basic Mortgage Tax – (County Finance-municipalities) | \$823,599.97        |
| <i>Total disbursement as pass-thru</i>               | <i>\$892,378.77</i> |

*New York State*

|                                              |                       |
|----------------------------------------------|-----------------------|
| Special Mortgage Tax                         | \$347,628.49          |
| Notary                                       | \$3,400.00            |
| Judicial                                     | \$180,327.25          |
| Records Management, Cultural Education, etc. | \$88,198.00           |
| Transfer Tax                                 | \$552,936.00          |
| Motor Vehicles                               | \$4,468,838.22        |
| <i>Total disbursement to NYS</i>             | <i>\$5,641,327.96</i> |

**Total disbursements \$8,246,413.98**

I, Brooke Kemak, Clerk of the County of Cortland, being duly sworn, do hereby state that the foregoing statement is in all respects a full and true statement for all monies received and disbursed by the Cortland County Clerk's Office for the fiscal year January 01, 2023 through December 31, 2023, to the best of my knowledge.

Subscribed and sworn to before me this  
28<sup>th</sup> day of February, 2024.

Tammy L. Barriger

**TAMMY L. BARRIGER**  
 Notary Public, State of New York  
 No. 04BA6223827  
 Qualified in Cortland County  
 Commission Expires June 21, 2026

Brooke Kemak  
 County Clerk





February 7, 2024

Ms. Savannah Hempstead  
Clerk, County Legislature  
Cortland County  
60 Central Avenue  
Cortland NY 13045

Re: Service and Repair of Cortland County Elevators, Lifts and Traction Lifts

Dear Ms. Hempstead:

Thank you for allowing KONE the chance to provide a bid on your referenced opportunity. I have offered Full Maintenance pricing for your elevators and Examination and Lubrication pricing for your accessibility lifts.

Full Maintenance will provide Cortland County with:

- Quarterly preventive maintenance examinations
- Service call coverage during regular business hours
- Parts repair and replacement
- Necessary repairs
- Annual safety tests on hydraulic and traction units
- Five-year full-load safety test on traction unit
- Discounted billing rates for services that may be required outside the scope of the agreement

Examination and Lubrication will provide Cortland County with:

- Quarterly preventive maintenance examinations
- Discounted billing rates for services that may be required outside the scope of the agreement

Please let me know if you would like to meet for further discussion on this offer. I am hopeful that KONE can continue to serve the elevator/lift maintenance requirements of Cortland County.

Sincerely,

  
Sandi Shaughnessy  
Senior Sales Executive

Attachment

**KONE**

82 DB

322

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**KONE CARE™ 24/7 CONNECT**

With Watson

KONE has taken a major step forward in the industry using IoT technology. Working with IBM, new solutions like remote diagnostics and predictability means we will deliver better service quality for our customers, and great experiences for the passengers.

## KONE Care™ Maintenance Agreement

**Prepared for:** Cortland County Elevators, Lifts and Traction Lifts

**Date:** February 7, 2024

**Issued by:** Sandi Shaughnessy

*Dedicated to People Flow™*



February 7, 2024  
Cortland County  
60 Central Avenue  
Cortland, New York, 13045

KONE  
Syracuse  
836 North State Street  
Syracuse, New York  
Phone: 315-558-4841  
Fax: 315-427-0742  
sandi.shaughnessy@kone.com

Attn: Savannah Hempstead

Re: KONE Care™ Maintenance Agreement  
Cortland County

Dear Samantha Hempstead,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Cortland County-.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services with IBM Watson. Please let me know if you would like to learn more about this service.

Upon your approval, please sign and return two (2) copies of the KONE Care Maintenance Agreement to our local branch office. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 315-558-4841.

Respectfully,

Sandi Shaughnessy  
Sr. Sales Executive  
KONE

Attachment: KONE Elevator - Maintenance Agreement Proposal (63-24 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service



*Dedicated to People Flow™*



**Purchaser ("Purchaser"):**  
Cortland County  
60 Central Avenue, Suite 316  
Cortland, New York 13045

**Service Location ("Premises"):**  
Cortland County -  
Various Bldgs  
60 Central Avenue  
Cortland, New York 13045

**KONE Inc. ("KONE")**  
Syracuse  
836 North State Street  
Syracuse, New York 13208

**TENDER DATE:** 02/01/2024

**EFFECTIVE DATE:** 03/01/2024

## SCOPE OF SERVICES

### 1. EQUIPMENT DESCRIPTION ("Equipment")

| Location                  | Unit                      | Type            | Contract                  |
|---------------------------|---------------------------|-----------------|---------------------------|
| Cortland Co Ofc Bldg      | Elevator                  | Hydraulic       | Full Maintenance          |
| Cortland Co Ofc Bldg      | Accessibility Lift        | Wheelchair Lift | Examination & Lubrication |
| Cortland Co Courthouse    | Elevator                  | Traction        | Full Maintenance          |
| Cortland Co Courthouse    | Accessibility Lift        | Wheelchair Lift | Examination & Lubrication |
| Cortland Co PSB           | Elevator                  | Hydraulic       | Full Maintenance          |
| Cortland Co Jail          | Elevator                  | Hydraulic       | Full Maintenance          |
| Cortland Co Highway       | LULA – Accessibility Lift | Hydraulic       | Examination & Lubrication |
| Dwyer Memorial Park       | LULA – Accessibility Lift | Hydraulic       | Examination & Lubrication |
| Cortland Co District Atty | Accessibility Lift        | Wheelchair Lift | Examination & Lubrication |
| Cortland Co Mental Health | Elevator                  | Hydraulic       | Full Maintenance          |

### 2. SERVICES

#### Full Maintenance

KONE will perform 4 maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

#### A. Geared Traction Elevators

1. Relay Logic Control System  
All control system components.
2. Microprocessor Control System  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Geared Machine Components  
All geared machine components.
4. Hoistway and Pit Equipment  
All elevator control equipment and buffers.
5. Rails and Guides  
Guide rails, guide shoe gibs, and rollers
6. Ropes  
Hoist ropes, hoist belts (if applicable), governor ropes, and compensation ropes.
7. Wiring  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
8. Door Equipment  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

9. **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
  10. **Power Freight Door Equipment**  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
  11. **Signals and Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
  12. **Car Equipment**  
All elevator control system components on the car.
- B. Hydraulic Elevators**
1. **Relay Logic Control System**  
All control system components.
  2. **Microprocessor Control System**  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
  3. **Power Unit**  
Pump, motor, valves, and all related parts and accessories.
  4. **Hoistway and Pit Equipment**  
All elevator control equipment and buffers.
  5. **Rails and Guides**  
Guide rails, guide shoe gibs, and rollers
  6. **Wiring**  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
  7. **Door Equipment**  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
  8. **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
  9. **Power Freight Door Equipment**  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
  10. **Hydraulic System Accessories**  
Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
  11. **Signals and Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
  12. **Car Equipment**  
All elevator control system components on the car.

#### Examination and Lubrication

KONE will provide the labor to perform 4 maintenance visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

#### 3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

#### 4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

#### 5. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

Regular Time Coverage - (Full Maintenance)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

#### 6. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

#### 7. EXCLUSIONS

The following are excluded from the scope of services:

##### A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

**B. OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

**C. ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

**8. REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

**9. SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

**10. NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

**11. THIRD PARTY SERVICES**

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

## 12. NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.



# TERMS AND CONDITIONS

## 1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of ONE (1) year. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent ONE (1) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

## 2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

## 4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

## 5. PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

## 7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.



**8. INSURANCE AND INDEMNIFICATION**

KONE will provide an Owners and Contractors Protective Liability Policy, which lists Purchaser as Named Insured. This policy will remain in effect for the duration of this Agreement. Limit to be \$1,000,000.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

**9. LIMITATION OF LIABILITY**

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

**10. U.S. GOVERNMENT SALES**

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

**11. FORCE MAJEURE**

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

**12. VENUE**

The exclusive venue for any dispute between the parties shall be in the .

**13. PROPERTY RIGHTS**

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

**14. MISCELLANEOUS**

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits

KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

## PRICE

\$1,575.00 per month payable by Purchaser annually in advance (\$18,900.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

| Payment Option            | Surcharge   | Revised Monthly Price | Acceptance |
|---------------------------|-------------|-----------------------|------------|
| Annual in advance payment | 0% Increase | \$1,575.00 per month  |            |

CORTLAND COUNTY

Respectfully submitted,

Sandi Shaughnessy

-----  
(Signature of Authorized Representative)

KONE Inc.

-----  
(Print Name)

-----  
(Approved by) Authorized Representative

-----  
Title

-----  
Title

-----  
Date

-----  
Date

## KONE Care Value Added Services

*These services are offered to improve the quality and transparency of the KONE service delivery experience.*

### TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from any code required safety tests.

1. County Courthouse
  - CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
  - CAT5 Traction Test 60 Mo - A five (5) full load test as required by applicable code.
2. County Office Bldg
  - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
3. Public Safety Bldg
  - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
4. County Jail
  - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
5. Cortland County Mental Health
  - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

## **CUSTOMER INFORMATION**

|                                                                               |        |      |
|-------------------------------------------------------------------------------|--------|------|
| <b>Who is the agreement with?</b>                                             |        |      |
| Legal Name of the Company:                                                    |        |      |
| Address:                                                                      |        |      |
| City:                                                                         | State: | Zip: |
| Contact Name:                                                                 | Title: |      |
| Phone:                                                                        | Fax:   |      |
| Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.) |        |      |
| Federal tax ID #:                                                             |        |      |

|                                          |        |      |
|------------------------------------------|--------|------|
| <b>Where should the invoice be sent?</b> |        |      |
| Legal Name of the Company:               |        |      |
| Attention:                               |        |      |
| Address:                                 |        |      |
| City:                                    | State: | Zip: |
| Contact Name:                            | Title: |      |
| Phone:                                   | Fax:   |      |
| Federal tax ID #:                        | Email: |      |

|                                                         |        |      |
|---------------------------------------------------------|--------|------|
| <b>Who will be responsible for paying the invoices?</b> |        |      |
| Legal Name of the Company:                              |        |      |
| Attention:                                              |        |      |
| Address:                                                |        |      |
| City:                                                   | State: | Zip: |
| Contact Name:                                           | Title: |      |
| Phone:                                                  | Fax:   |      |
| Federal tax ID #:                                       | Email: |      |

**Attachment "A"**  
**Amendments to Service Agreement**

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

1. Billing rates for services that may be required outside the scope of this agreement:

Regular time: \$285.00 per hour

Overtime: \$425.00 per hour

**KONE**

82 DB

72.2 %

322 kg

11 mm

**KONE CARE™ 24/7 CONNECT**

With Watson

KONE has taken a major step forward in the industry using IoT technology. Working with IBM, new solutions like remote diagnostics and predictability means we will deliver better service quality for our customers, and great experiences for the passengers.

## KONE Care™ Maintenance Agreement

**Prepared for:** Cortland County Elevators, Lifts and Traction Lifts

**Date:** February 7, 2024

**Issued by:** Sandi Shaughnessy



*Dedicated to People Flow™*



February 7, 2024  
Cortland County  
60 Central Avenue  
Cortland, New York, 13045

KONE  
Syracuse  
836 North State Street  
Syracuse, New York  
Phone: 315-558-4841  
Fax: 315-427-0742  
sandi.shaughnessy@kone.com

Attn: Savannah Hempstead

Re: KONE Care™ Maintenance Agreement  
Cortland County

Dear Samantha Hempstead,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Cortland County-.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services with IBM Watson. Please let me know if you would like to learn more about this service.

Upon your approval, please sign and return two (2) copies of the KONE Care Maintenance Agreement to our local branch office. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 315-558-4841.

Respectfully,

Sandi Shaughnessy  
Sr. Sales Executive  
KONE

Attachment: KONE Elevator - Maintenance Agreement Proposal (63-24 : Award Bid/Authorize Agreement for County-Wide Elevator/Lift Service

*Dedicated to People Flow™*



**Purchaser ("Purchaser"):**

Cortland County  
60 Central Avenue, Suite 316  
Cortland, New York 13045

**Service Location ("Premises"):**

Cortland County-  
Various Bldgs  
60 Central Avenue  
Cortland, New York 13045

**KONE Inc. ("KONE")**

Syracuse  
836 North State Street  
Syracuse, New York 13208

**TENDER DATE:** 02/01/2024

**EFFECTIVE DATE:** 03/01/2024

## SCOPE OF SERVICES

### 1. EQUIPMENT DESCRIPTION ("Equipment")

| Location                  | Unit                      | Type            | Contract                  |
|---------------------------|---------------------------|-----------------|---------------------------|
| Cortland Co Ofc Bldg      | Elevator                  | Hydraulic       | Full Maintenance          |
| Cortland Co Ofc Bldg      | Accessibility Lift        | Wheelchair Lift | Examination & Lubrication |
| Cortland Co Courthouse    | Elevator                  | Traction        | Full Maintenance          |
| Cortland Co Courthouse    | Accessibility Lift        | Wheelchair Lift | Examination & Lubrication |
| Cortland Co PSB           | Elevator                  | Hydraulic       | Full Maintenance          |
| Cortland Co Jail          | Elevator                  | Hydraulic       | Full Maintenance          |
| Cortland Co Highway       | LULA – Accessibility Lift | Hydraulic       | Examination & Lubrication |
| Dwyer Memorial Park       | LULA – Accessibility Lift | Hydraulic       | Examination & Lubrication |
| Cortland Co District Atty | Accessibility Lift        | Wheelchair Lift | Examination & Lubrication |
| Cortland Co Mental Health | Elevator                  | Hydraulic       | Full Maintenance          |

### 2. SERVICES

#### Full Maintenance

KONE will perform 4 maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

#### A. Geared Traction Elevators

1. Relay Logic Control System  
All control system components.
2. Microprocessor Control System  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Geared Machine Components  
All geared machine components.
4. Hoistway and Pit Equipment  
All elevator control equipment and buffers.
5. Rails and Guides  
Guide rails, guide shoe gibs, and rollers
6. Ropes  
Hoist ropes, hoist belts (if applicable), governor ropes, and compensation ropes.
7. Wiring  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
8. Door Equipment  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

9. **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
  10. **Power Freight Door Equipment**  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
  11. **Signals and Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
  12. **Car Equipment**  
All elevator control system components on the car.
- B. Hydraulic Elevators**
1. **Relay Logic Control System**  
All control system components.
  2. **Microprocessor Control System**  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
  3. **Power Unit**  
Pump, motor, valves, and all related parts and accessories.
  4. **Hoistway and Pit Equipment**  
All elevator control equipment and buffers.
  5. **Rails and Guides**  
Guide rails, guide shoe gibs, and rollers
  6. **Wiring**  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
  7. **Door Equipment**  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
  8. **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
  9. **Power Freight Door Equipment**  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
  10. **Hydraulic System Accessories**  
Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
  11. **Signals and Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
  12. **Car Equipment**  
All elevator control system components on the car.

**Examination and Lubrication**

KONE will provide the labor to perform 4 maintenance visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

**3. TESTING**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

#### 4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

#### 5. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

##### Regular Time Coverage - (Full Maintenance)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

#### 6. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

#### 7. EXCLUSIONS

The following are excluded from the scope of services:

##### A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

**B. OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

**C. ELEVATOR**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

**8. REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

**9. SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

**10. NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

**11. THIRD PARTY SERVICES**

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

## 12. NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.



# TERMS AND CONDITIONS

## 1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of ONE (1) year. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent ONE (1) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

## 2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

## 4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

## 5. PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

## 7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

**8. INSURANCE AND INDEMNIFICATION**

KONE will provide an Owners and Contractors Protective Liability Policy, which lists Purchaser as Named Insured. This policy will remain in effect for the duration of this Agreement. Limit to be \$1,000,000.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

**9. LIMITATION OF LIABILITY**

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

**10. U.S. GOVERNMENT SALES**

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

**11. FORCE MAJEURE**

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

**12. VENUE**

The exclusive venue for any disputes between the parties shall be in the .

**13. PROPERTY RIGHTS**

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

**14. MISCELLANEOUS**

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits

KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

## PRICE

**\$1,575.00 per month payable by Purchaser annually in advance (\$18,900.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.**

**The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:**

| Payment Option            | Surcharge   | Revised Monthly Price | Acceptance |
|---------------------------|-------------|-----------------------|------------|
| Annual in advance payment | 0% Increase | \$1,575.00 per month  |            |

**CORTLAND COUNTY**

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Respectfully submitted,**

**Sandi Shaughnessy**

**KONE Inc.**

\_\_\_\_\_  
(Approved by) Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## KONE Care Value Added Services

*These services are offered to improve the quality and transparency of the KONE service delivery experience.*

### TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from any code required safety tests.

1. County Courthouse
  - CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
  - CAT5 Traction Test 60 Mo - A five (5) full load test as required by applicable code.
2. County Office Bldg
  - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
3. Public Safety Bldg
  - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
4. County Jail
  - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
5. Cortland County Mental Health
  - CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

## **CUSTOMER INFORMATION**

### **Who is the agreement with?**

Legal Name of the Company:

Address:

City:

State:

Zip:

Contact Name:

Title:

Phone:

Fax:

Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)

Federal tax ID #:

### **Where should the invoice be sent?**

Legal Name of the Company:

Attention:

Address:

City:

State:

Zip:

Contact Name:

Title:

Phone:

Fax:

Federal tax ID #:

Email:

### **Who will be responsible for paying the invoices?**

Legal Name of the Company:

Attention:

Address:

City:

State:

Zip:

Contact Name:

Title:

Phone:

Fax:

Federal tax ID #:

Email:

**Attachment "A"**  
**Amendments to Service Agreement**

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

1. Billing rates for services that may be required outside the scope of this agreement:

Regular time: \$285.00 per hour

Overtime: \$425.00 per hour



**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: Sandi Shaughaessy

Date: 2/7/2024

Title: Sr. Sales Executive

## 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: Sandi Shaughnessy Date: 2/7/2024  
 Signature: Sandi Shaughnessy Title: Sr. Sales Executive

**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 7<sup>th</sup> day of February, 2024 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

see attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## KONE Inc. Directors and Officers

| First Name | Last Name      | Title                                            | Business Address                                   |
|------------|----------------|--------------------------------------------------|----------------------------------------------------|
| Kenneth E. | Schmid, Jr.    | President, CEO & Chairman of the Board; Director | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Johannes   | Frände         | Exec VP                                          | KONE Corp: Keilasatama 3, FIN-02150 Espoo, Finland |
| Anthony    | Beckley        | SVP Finance                                      | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Jeffrey S. | Blum           | SVP US West and Canada                           | 1540 Scenic Ave, Costa Mesa, CA 92626              |
| Aaron      | Ites           | SVP US East and Mexico                           | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Steve      | Gonzalez       | SVP New Bldg Solutions                           | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Vinay      | Kapur          | SVP Service                                      | 1488 Cliveden Ave, Delta, BC V3M 6L9 Canada        |
| Nicole     | Manzo          | SVP People and communications                    | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Divya R.   | Mehta          | SVP Legal; Secretary                             | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Dennis     | Viehweg        | SVP Modernization                                | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Corey      | Ward           | SVP Safety, Quality and Environment              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Bryce      | Warren         | SVP Supply Chain                                 | 450 Century Parkway, Allen, TX 75013               |
| Donny      | Keller         | VP Service Operations                            | One KONE Court, Moline, IL 61265                   |
| Rangarajan | Krishnamurthy  | Treasurer                                        | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| John       | Dahlquist, Jr. | Assistant Secretary                              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Mary       | Damitio        | Assistant Secretary                              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Cheryl     | Gabriel        | Assistant Secretary                              | One KONE Court, Moline, IL 61265                   |
| Diana      | Himes          | Assistant Secretary                              | One KONE Court, Moline, IL 61265                   |
| Sandeep    | Kumar          | Assistant Secretary                              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Lorraine   | Pelzer         | Assistant Secretary                              | One KONE Court, Moline, IL 61265                   |
| Kim        | Thompson       | Assistant Secretary                              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Meggan     | Zobrist        | Assistant Secretary                              | One KONE Court, Moline, IL 61265                   |
| Beth       | Forrest        | Assistant Treasurer                              | One KONE Court, Moline, IL 61265                   |
| Jennifer   | Olson          | Assistant Treasurer                              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Patti      | Portner        | Assistant Treasurer                              | One KONE Court, Moline, IL 61265                   |

## Identifying Data:

Potential Contractor: KONE Inc. - Sandi Shaughnessy  
 Address: 836 N State St Syracuse NY 13208  
 Telephone #: 315-558-4841 Title: Sr. Sales Executive  
 E-Mail Address: Sandi.shaughnessy@kone.com

If applicable, Responsible Corporate Officer

Name: Sandi Shaughnessy Title: Sr. Sales Executive

Signature: Sandi Shaughnessy

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



**KONE Inc.**

**DELEGATION OF AUTHORITY**

I, Divya R. Mehta, Senior Vice President, hereby delegate the authority granted to me by the By-laws of KONE Inc. to District Vice Presidents, General Managers, District Construction Managers, District Sales Managers, project managers, sales managers, sales directors and other sales personnel to sign and submit quotations, change orders, contracts or contract renewals, bids and waivers on behalf of KONE Inc.

Date: January 17, 2024

A handwritten signature in blue ink, appearing to read "D Mehta", written over a horizontal line.

Divya R. Mehta  
Senior Vice President

## 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: 2/7/2024  
 Name: Sandi Shaughnessy  
 Position: Sr. Sales Executive

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: Sandi Shaughnessy  
 Company: KONE Inc.  
 Date: 2/7/24



*Dedicated to People Flow™*

Submitted to:  
Cortland County

Submitted by:  
KONE Inc

Contact: Sandi Shaughnessy  
Phone: 315-558-4841  
E-mail: sandi.shaughnessy@kone.com

This information is up-to-date and  
accurate to the best of our knowledge.

Date: February 7, 2024

**CONFIDENTIALITY STATEMENT**

The information contained herein is being disclosed to you in connection with a bid or prequalification. KONE Inc. requires that you keep this information in confidence not disclose such information to any third party and use such information only in connection with the bid or prequalification.



Thank you for considering KONE Inc.  
as a partner for your project!



KONE, one of the global leaders in the elevator and escalator industry, was founded in 1910. The company's objective is to offer the best People Flow experience by developing and delivering solutions that enable people to move smoothly, safely, comfortably and quickly through buildings in an increasingly urbanizing environment.

Our solutions are known for their industry leading eco-efficiency, design and innovative technology. Additionally, we offer a portfolio of services to support our customers and partners – architects, consultants, builders, developers, building owners and facility managers – at every step of their building's lifecycle; from design and construction to maintenance and modernization of their buildings.

KONE delivers a performance edge with a strong focus on Safety and Quality. In addition, we are proud to have engaged employees who are focused on providing the best Customer Experience possible.

The detail you will find throughout this Qualification Package provides KONE information and responses to the most commonly asked questions we see from customers when selecting KONE – and these are the same types of questions we ask of our partners! I trust you will find this package informative and helpful in your vendor qualification process. Please feel free to contact your local sales representatives for any further detail needed.

Thank you for considering KONE to work on your project. We look forward to doing business with you in the future.

Kenneth E. Schmid Jr.  
President, CEO and Chairman of the Board; Director  
KONE Americas

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# Organization



**KONE Inc.'s objective is to offer the best People Flow experience by developing and delivering solutions that enable people to move smoothly, safely, comfortably and without waiting in buildings in an increasingly urbanizing environment.**

|                             |                                                                                                                                                                                 |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Legal Name:                 | KONE Inc.                                                                                                                                                                       |
| Principal Office:           | One KONE Court<br>Moline, IL 61265                                                                                                                                              |
| Type of Entity:             | Corporation                                                                                                                                                                     |
| State of Incorporation:     | Delaware                                                                                                                                                                        |
| Date of Incorporation:      | 12/31/1956                                                                                                                                                                      |
| FEIN:                       | 36-2357423                                                                                                                                                                      |
| Website:                    | www.kone.us                                                                                                                                                                     |
| Parent Company:             | KONE Holdings Inc.                                                                                                                                                              |
| Address:                    | PO Box 5214<br>Bettendorf, IA 52722                                                                                                                                             |
| History:                    | Founded in 1892*                                                                                                                                                                |
| Former names:               | Moline Elevator Company (1892 –1913)<br>Montgomery Elevator (1913 –1994)<br>Montgomery KONE Inc. (1994 – 2000)<br>KONE Inc. (2000 – present)                                    |
| Nature of Business:         | Design, manufacture, install, service, repair, maintain and modernize elevators, escalators and autowalks.                                                                      |
| Licensing:                  | KONE Inc. is authorized to do business in all 50 states, U.S. Virgin Islands and Puerto Rico and holds current contractor licenses and business registrations where applicable. |
| NAICS Codes                 | 238290 & 333921                                                                                                                                                                 |
| SIC Codes                   | 1796 & 3534                                                                                                                                                                     |
| Subcontractor Scope of Work | Division 14                                                                                                                                                                     |
| DUNS#:                      | 00-526-2308                                                                                                                                                                     |
| Unique Entity ID (SAMS)     | RR4DVMQCVAS5                                                                                                                                                                    |
| CAGE Code:                  | 1LZ56                                                                                                                                                                           |

\* KONE Inc. is an indirect subsidiary of KONE Corporation, a Finnish company founded in 1910.

# Organization



## General Workforce Summary

### The America's Workforce Summary as of January 1, 2023\*:

|              |       |
|--------------|-------|
| US .....     | 5,344 |
| Mexico.....  | 1,091 |
| Canada ..... | 1,059 |

### US Workforce Summary by:

| Job Category                                 | Employee Count |
|----------------------------------------------|----------------|
| Exec/Sr Officials & Managers .....           | 20             |
| First/Mid-Level Officials and Managers ..... | 671            |
| Professionals.....                           | 308            |
| Technicians.....                             | 11             |
| Sales Workers .....                          | 246            |
| Admin Support Workers.....                   | 345            |
| Craft Workers .....                          | 3,614          |
| Operatives .....                             | 129            |
| .....                                        |                |
| Grand Total.....                             | 5,344          |

\* Workforce demographic data for specific locations is available upon request.

## KONE Inc. Directors and Officers

| First Name | Last Name      | Title                                            | Business Address                                   |
|------------|----------------|--------------------------------------------------|----------------------------------------------------|
| Kenneth E. | Schmid, Jr.    | President, CEO & Chairman of the Board; Director | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Johannes   | Frände         | Exec VP                                          | KONE Corp: Keilasatama 3, FIN-02150 Espoo, Finland |
| Anthony    | Beckley        | SVP Finance                                      | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Jeffrey S. | Blum           | SVP US West and Canada                           | 1540 Scenic Ave, Costa Mesa, CA 92626              |
| Aaron      | Ites           | SVP US East and Mexico                           | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Steve      | Gonzalez       | SVP New Bldg Solutions                           | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Vinay      | Kapur          | SVP Service                                      | 1488 Cliveden Ave, Delta, BC V3m 6L9 Canada        |
| Nicole     | Manzo          | SVP People and communications                    | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Divya R.   | Mehta          | SVP Legal; Secretary                             | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Dennis     | Viehweg        | SVP Modernization                                | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Corey      | Ward           | SVP Safety, Quality and Environment              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Bryce      | Warren         | SVP Supply Chain                                 | 450 Century Parkway, Allen, TX 75013               |
| Donny      | Keller         | VP Service Operations                            | One KONE Court, Moline, IL 61265                   |
| Rangarajan | Krishnamurthy  | Treasurer                                        | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| John       | Dahlquist, Jr. | Assistant Secretary                              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Mary       | Damitio        | Assistant Secretary                              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Cheryl     | Gabriel        | Assistant Secretary                              | One KONE Court, Moline, IL 61265                   |
| Diana      | Himes          | Assistant Secretary                              | One KONE Court, Moline, IL 61265                   |
| Sandeep    | Kumar          | Assistant Secretary                              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Lorraine   | Pelzer         | Assistant Secretary                              | One KONE Court, Moline, IL 61265                   |
| Kim        | Thompson       | Assistant Secretary                              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Meggan     | Zobrist        | Assistant Secretary                              | One KONE Court, Moline, IL 61265                   |
| Beth       | Forrest        | Assistant Treasurer                              | One KONE Court, Moline, IL 61265                   |
| Jennifer   | Olson          | Assistant Treasurer                              | 3333 Warrenville Road, Suite 700, Lisle, IL 60532  |
| Patti      | Portner        | Assistant Treasurer                              | One KONE Court, Moline, IL 61265                   |



# Insurance and Bonding



**Bonding Company:** **Fidelity and Deposit Company of Maryland (Zurich)**  
 1299 Zurich Way, 5<sup>th</sup> Floor, Schaumburg, IL 60196  
 Underwriter: Lindy Serio  
 State Incorporated: IL  
 Bonding Capacity: \$700,000,000+  
 Best Key Rating: A+ / XV  
 Relationship Duration: 07/01/2002

**Bonding Company:** **Travelers Casualty and Surety Company of America**  
 One Tower Square, Hartford, CT 06183  
 Underwriter: Jason Cummings  
 State Incorporated: CT  
 Bonding Capacity: \$500,000,000  
 Best Rating: A++ / XV  
 Relationship Duration: 05/01/2009

**Bonding Company:** **Federal Insurance Company (Chubb Insurance Group)**  
 202B Hall's Mills Rd, Whitehouse Station, NJ 08889  
 Underwriter: Yordanka (Dani) Jones  
 State Incorporated: IN  
 Bond Capacity: \$450,000,000  
 Best Rating: A++ / XV  
 Relationship Duration: 06/01/2009

**Agent/Broker for All:** **Aon Surety**  
 Jean Torres  
 Surety Analyst/Aon Construction Services Group  
 Phone: 312-381-5214  
 Jeff Leadley  
 Director/Aon Construction Services Group  
 Phone: 312-381-2158  
 200 East Randolph Street, 12<sup>th</sup> Floor, Chicago, IL 60601  
 Email: [kone.bonds@aon.com](mailto:kone.bonds@aon.com)  
 Relationship Duration: 07/17/2007

KONE Inc.'s Surety program has been able to furnish all Performance and Payment Bonds required to date. Additional Surety capacity is available should the need arise. There have been no claims paid to date by our Surety program. Current bond rate is \$2.75 per thousand dollars of total contract amount for contracts 2 years or less.



# Insurance and Bonding



## Sample Certificate of Insurance

| ACORD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         | CERTIFICATE OF LIABILITY INSURANCE                                                                                                                                                                                                                                           |                               | DATE (MM/DD/YYYY)                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------|-------|----------------------------------|-----|-------------------------------------------|-------|------------|--|------------|--|------------|--|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                         |                                                                                                                                                                                                                                                                              |                               | 1/18/2023                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> |                                         |                                                                                                                                                                                                                                                                              |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <b>PRODUCER</b><br>Aon Risk Services Central, Inc.<br>Chicago IL Office<br>200 East Randolph<br>Chicago, IL 60601                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                         | <b>CONTACT</b><br>NAME: Aon Client Services<br>PHONE (A/C, H/L, Ext): 866-283-7122<br>FAX (A/C, H/L): 800-363-0105<br>E-MAIL: Acs.chicago@aon.com                                                                                                                            |                               | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B: Pohjola Insurance Ltd</td> <td>N/A</td> </tr> <tr> <td>INSURER C: AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> |  | INSURER A: Old Republic Insurance Company | 24147 | INSURER B: Pohjola Insurance Ltd | N/A | INSURER C: AXIS Surplus Insurance Company | 26620 | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER A: Old Republic Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 24147                                   |                                                                                                                                                                                                                                                                              |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| INSURER B: Pohjola Insurance Ltd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | N/A                                     |                                                                                                                                                                                                                                                                              |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| INSURER C: AXIS Surplus Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 26620                                   |                                                                                                                                                                                                                                                                              |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| INSURER D:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |                                                                                                                                                                                                                                                                              |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| INSURER E:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |                                                                                                                                                                                                                                                                              |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| INSURER F:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |                                                                                                                                                                                                                                                                              |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <b>INSURED</b><br>KONE Inc.<br>Attn: insurancerequests@kone.com<br>One KONE Court<br>Moline IL 61265                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                         |                                                                                                                                                                                                                                                                              |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                         | <b>CERTIFICATE NUMBER: 72570174</b>                                                                                                                                                                                                                                          |                               | <b>REVISION NUMBER:</b>                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>                                                                                                                                                                                                                                                                                                        |                                         |                                                                                                                                                                                                                                                                              |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | POLICY NUMBER                           | POLICY EFF. DATE (MM/DD/YYYY)                                                                                                                                                                                                                                                | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br><input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES FOR:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER:                                                                                                                                                                                                                                                                                                                                                                                                                                    | MWZY 57732                              | 1/1/2023                                                                                                                                                                                                                                                                     | 1/1/2024                      | BACH OCCURRENCE \$10,000,000<br>DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$10,000,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$10,000,000<br>GENERAL AGGREGATE \$10,000,000<br>PRODUCTS & COMPLETION \$10,000,000<br>\$<br>\$                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> OWNED<br><input type="checkbox"/> AUTOB ONLY<br><input type="checkbox"/> HIRED<br><input type="checkbox"/> AUTOB ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | MWYB 20011                              | 1/1/2023                                                                                                                                                                                                                                                                     | 1/1/2024                      | COMBINED \$A OCCUR \$5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per occurrence) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                                                                                                                                                                                                                                                                      |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 16-683-331-6                            | 1/1/2023                                                                                                                                                                                                                                                                     | 12/31/2023                    | BACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$<br>\$                                                                                                                                                                                                                                                                                                                                                           |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER/RENDERED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br><input type="checkbox"/> If yes, describe other description of operations below                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | MWC 115307 15 (AOS)<br>MWXS 822 15 (OH) | 1/1/2023<br>1/1/2023                                                                                                                                                                                                                                                         | 1/1/2024<br>1/1/2024          | <input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER<br>\$1,000,000<br>\$1,000,000<br>\$1,000,000<br>\$5M Ea. Occurrence / \$5M Aggregate<br>See Remarks and/or Other Policy Schedule                                                                                                                                                                                   |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <b>C</b> Excess Auto & Employer's Liability<br>Excess Liab. and/or Other Policies<br>P-001-001065181-01<br>1/1/2023 1/1/2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                         |                                                                                                                                                                                                                                                                              |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES</b> (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)<br>Contract No. Sample - Amanda - Project/Location: 12345 - Riverfront - 2nd Street Moline IL.<br>As respects Excess Liability, if evidenced above, Aon Risk Solutions U.S. is generating & distributing this COI in an administrative capacity.                                                                                                                                                                                                                                                                                                                                                                                                            |                                         |                                                                                                                                                                                                                                                                              |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| <b>CERTIFICATE HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                         | <b>CANCELLATION</b>                                                                                                                                                                                                                                                          |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |
| SAMPLE COI<br>One KONE Court<br>Moline IL 61265                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                         | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br>Aon Risk Services Central, Inc.<br>Aon Risk Services Central, Inc. |                               |                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                           |       |                                  |     |                                           |       |            |  |            |  |            |  |

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

72570174 | 888-01-8 | 12/24 IL AG RD WC | Amanda Johnson | 1/18/2023 8:11:21 PM (CST) | Page 1 of 1  
This certificate cancels and supersedes ALL previously issued certificates.

# Safety



At KONE, safety is a high priority area. We strongly believe that each employee has the right to return home injury-free after each workday; therefore we have zero tolerance towards unsafe behavior and attitudes and our ultimate goal is to have zero incidents. To minimize incidents, we ensure that all our employees have the right set of competencies they need in order to perform their work in a safe manner. We have the same level of requirements for the safety of our subcontractors' employees as our own employees.

KONE continually strives to improve the safety of its equipment and work methods to realize the zero incident expectation. To improve KONE's safety culture, incidents and near-misses are continuously monitored and investigated. The lessons learned are discussed with the entire organization on a regular basis.

## **KONE trains employees on safety**

The minimum requirement for all KONE employees is to have a general level of training in health and safety, which must be regularly refreshed. Additional training relating to respective work roles and tasks must be completed in order to develop and maintain the needed competencies.

## **KONE's steps to achieving world-class EHS performance**

KONE Inc. is committed to becoming a world-class leader of Environment, Health, and Safety (EHS) excellence in everything we do and everywhere we conduct business. The actions below demonstrate KONE Inc.'s steps towards achieving world-class EHS performance:

- Employs full time safety-trained and health personnel.
- In place procedures for investigating, reporting, and follow-up of accidents and occupational injuries. Action items are documented to completion.
- Written Safety and Health program addressing management's commitment and expectations, employee participation, accountability, and responsibility, as well as work best practices and procedures.
- Serious injury and Fatality (SIF) prevention program for field operations to address high risk safety areas.
- Personnel trained in first aid and CPR, where applicable.
- Maintain inspection and maintenance certification for operating equipment.
- Safety field inspections are conducted on a quarterly basis, while safety and health audits of company policies and procedures are conducted annually.
- Trained employees in appropriate job skills. Understanding is verified through: written and oral exams, performance testing, and job monitoring.
- Conduct safety and health orientation for new hires and personnel promotions.

# Safety



## EHS Team

Corey Ward  
Senior Vice President, EHS  
Phone: 630-955-4220  
E-mail: [Corey.Ward@kone.com](mailto:Corey.Ward@kone.com)

Valdez Hails  
EHS Director - New England, NY and Mid Atlantic  
Phone: 240-743-8175  
E-mail: [Valdez.Hails@kone.com](mailto:Valdez.Hails@kone.com)

Christopher Johnson  
EHS Director - South Central and Great Plains  
Phone: 469-549-0581  
E-mail: [Christopher.Johnson@kone.com](mailto:Christopher.Johnson@kone.com)

Robert Whitaker  
EHS Director - Central and Southeast  
Phone: 678-290-4100  
E-mail: [Robert.Whitaker@kone.com](mailto:Robert.Whitaker@kone.com)

Vern Kellow  
EHS Director - Mountain West  
Phone: 778-919-1697  
Email: [Vern.kellow@kone.com](mailto:Vern.kellow@kone.com)

Angel Romero  
EHS Manager - Pacific  
Phone: 949-308-8150  
Email: [Angel.Romero@kone.com](mailto:Angel.Romero@kone.com)

Matthew Walsh  
EHS Manager - North Central  
Phone: 331-202-8848  
E-mail: [Matthew.Walsh@kone.com](mailto:Matthew.Walsh@kone.com)

Lena Velluso  
EHS Process Development Director - ENA  
Phone: 425-260-1359  
E-mail: [Lena.Velluso@kone.com](mailto:Lena.Velluso@kone.com)

## Corporate Safety Statistics

| Interstate (National) EMR                   | 2022       | 2021       | 2020       | 2019       | 2018       |
|---------------------------------------------|------------|------------|------------|------------|------------|
| # Total OSHA Recordable Cases               | 67         | 85         | 87         | 100        | 83         |
| # Restricted Work Activity Cases            | 42         | 51         | 63         | 62         | 54         |
| # Restricted Workdays                       | 3,077      | 3,076      | 4,216      | 3,790      | 2,437      |
| # Lost Workday Cases                        | 6          | 13         | 9          | 9          | 7          |
| # Lost Workdays                             | 244        | 371        | 340        | 409        | 337        |
| # Fatalities                                | 0          | 0          | 0          | 0          | 1          |
| Employees Hours Worked                      | 11,211,553 | 11,325,646 | 11,414,417 | 11,960,641 | 11,608,492 |
| # Employees                                 | 5,606      | 5,662      | 5,707      | 5,750      | 5,804      |
| Total Recordable Rate                       | 1.20       | 1.50       | 1.52       | 1.67       | 1.43       |
| Lost Workday Incident Rate (Lost Time Only) | 0.11       | 0.22       | 0.16       | 0.15       | 0.12       |
| DART Rate (Lost Time and Restricted Time)   | 0.86       | 1.13       | 1.26       | 1.18       | 1.05       |



Safety



## Experience Modification Rate (EMR) Verification



### OLD REPUBLIC RISK MANAGEMENT

445 South Moorland Road, Suite 300, Brookfield, Wisconsin 53005 | T: 262.797.3400

January 3, 2023

Kristin Kahn  
AON Risk Services Central, Inc.  
200 East Randolph Street  
Chicago, IL 60601

**Re: KONE, Inc.**  
**Effective 1/1/23 – 1/1/24**

Dear Kristin:

According to your request, below are the NCCI Experience Modification Factors for the last five years, valuation date of 11/15/2022.

0.75 eff 1/1/2023  
0.70 eff 1/1/2022  
0.75 eff 1/1/2021  
0.80 eff 1/1/2020  
0.85 eff 1/1/2019

These modification factors are true and correct as per the National Council on Compensation Insurance, Inc. (NCCI).

Sincerely,

OLD REPUBLIC RISK MANAGEMENT, INC.

Maria Egle  
Account Manager



# Safety



## Workers' Compensation Rates

**Class Code 5160**

**Rates Effective 1/1/23**

**Rate per \$100 payroll**

| State | 2023 Rate |
|-------|-----------|
| AK    |           |
| AL    | 1.97      |
| AR    | 1.10      |
| AZ    | 1.34      |
| CA    | 2.26      |
| CO    | 1.61      |
| CT    | 3.92      |
| DC    | 3.19      |
| DE    | 3.75      |
| FL    | 1.96      |
| GA    | 2.04      |
| HI    | 2.31      |
| IA    | 3.99      |
| ID    | 2.48      |
| IL    | 4.13      |
| IN    | 1.26      |
| KS    | 1.24      |
| KY    | 1.57      |
| LA    | 3.28      |
| MA    | 2.48      |
| MD    | 1.79      |
| ME    | 2.04      |
| MI    | 0.98      |
| MN    | 2.40      |
| MO    | 2.18      |
| MS    | 1.54      |

| State | 2023 Rate    |
|-------|--------------|
| MT    | 2.21         |
| NC    | 1.71         |
| ND    | upon request |
| NE    | 2.04         |
| NH    | 2.45         |
| NJ    | 3.87         |
| NM    | 2.01         |
| NV    | 1.71         |
| NY    | 6.36         |
| OH    | 1.60         |
| OK    | 1.86         |
| OR    | 1.29         |
| PA    | 2.89         |
| RI    | 2.79         |
| SC    | 2.17         |
| SD    | 2.02         |
| TN    | 1.16         |
| TX    | 1.82         |
| UT    | 1.55         |
| VA    | 2.17         |
| VT    | 2.89         |
| WA    | 1.571        |
| WI    | 2.77         |
| WV    | 1.22         |
| WY    | 3.02         |

\*For DE and PA, class code 675 is equivalent to 5160

# Quality



KONE Quality Objectives are to improve customer loyalty, reduce call outs and minimize the cost of poor quality. To achieve our objectives, our established Quality Strategy is to provide superior service experience by strengthening involvement of people and continuously improve the quality of our solutions and processes. A copy of the KONE Quality Manual describing the KONE Management System focused on Quality and Environment is available upon request.

KONE uses the ISO 9001:2008 and ISO 14001:2004 for selected units to provide benchmarks against which entire global operations can be measured. KONE Americas Supply Line is certified under the global Certification Process. Certificates are available upon request.

## **KONE ISO 9001 and 14001 Certificate Number(s):**

FQA 0964592/A

Expires June 30, 2024

Issued by Lloyd's Register Quality Assurance France

## **Supplier Quality Management**

KONE has created one KONE Sourcing organization to continuously improve customer value with the aim of reducing total cost of ownership. Supplier Quality Management, as a part of the KONE Sourcing organization, is responsible to set up and implement a harmonized supplier qualification process across the organization and assure an effective supplier development system.

Cross functional teams take into account the sensitivity of the goods/services purchased. We maintain a list of supplier profiles to achieve quality targets and competitiveness when changing products and/or suppliers.

A "Quality Annex" is a part of the supply agreement. The Quality Annex contains all the Quality targets and the Quality control plan agreed with supplier, in line with KONE targets and processes.

Supplier Quality Management monitors the performance of suppliers using KONE Process (Preventative and Corrective Action System, Feedback Process and KPI measurements). Regular performance reporting between KONE and key suppliers are conducted in order to motivate both parties to improve continuously toward the agreed quality targets.

# Financials



KONE Inc. is an indirect subsidiary of KONE Corporation located in Espoo, Finland. KONE operates on a calendar year end (December 31). The KONE Annual Report and audited financial statements are prepared globally on a consolidated basis only, and reflect KONE worldwide operations. A condensed income statement and balance sheet are attached for your reference. Please visit the KONE Investor page for a complete copy of the current and past interim and annual reports.

<http://www.kone.com/en/investors/>

The audited financials and annual reports are prepared by:  
Ernst & Young Oy  
Finland

KONE Inc. has never filed for Bankruptcy or Reorganization. A copy of the *Letter of Support* from KONE Corporation is included.

## Key Figures

| Currency = MEUR (Million Euros)                        | 2022   | 2021   | 2020  | 2019  | 2018  |
|--------------------------------------------------------|--------|--------|-------|-------|-------|
| Sales                                                  | 10,907 | 10,514 | 9,939 | 9,982 | 9,071 |
| Orders received                                        | 9,131  | 8,853  | 8,185 | 8,400 | 7,797 |
| Order book                                             | 9,026  | 8,564  | 7,729 | 8,052 | 7,951 |
| Total Assets                                           | 9,090  | 9,720  | 8,792 | 8,613 | 7,734 |
| Total Liabilities                                      | 6,224  | 6,521  | 5,595 | 5,421 | 4,653 |
| Equity / Net Worth (Total Assets - Total Liabilities)  | 2,866  | 3,199  | 3,197 | 3,193 | 3,081 |
| Leverage (Total Liab / Equity)                         | 2.17   | 2.03   | 1.75  | 1.70  | 1.51  |
| Current Assets                                         | 6,309  | 6,922  | 6,126 | 5,802 | 5,316 |
| Current Liabilities                                    | 5,404  | 5,652  | 4,918 | 4,533 | 4,025 |
| Working Capital (Current Assets - Current Liabilities) | 905    | 1,270  | 1,208 | 1,269 | 1,291 |
| Current Ratio (Current Assets / Current Liabilities)   | 1.17   | 1.22   | 1.25  | 1.28  | 1.32  |



## Financials



## KONE Consolidated Balance Sheet

| Assets MEUR (Million Euros)                                                        | Dec 31, 2022        | Dec 31, 2021        |
|------------------------------------------------------------------------------------|---------------------|---------------------|
| <b>Non-current assets</b>                                                          |                     |                     |
| Goodwill                                                                           | 1,414.7             | 1,405.2             |
| Other intangible assets                                                            | 208.2               | 216.9               |
| Property, plant and equipment                                                      | 716.8               | 736.7               |
| Shares                                                                             | 121.7               | 144.6               |
| Non-current loans receivable                                                       | 2.5                 | 2.6                 |
| Employee Benefits                                                                  | 10.0                | 22.9                |
| Deferred tax assets                                                                | 307.5               | 269.1               |
| <b>Total non-current assets</b>                                                    | <b>2,781.3</b>      | <b>2,798.0</b>      |
| <b>Current assets</b>                                                              |                     |                     |
| Inventories                                                                        | 843.6               | 717.8               |
| Accounts receivable                                                                | 2,668.1             | 2,421.4             |
| Deferred assets                                                                    | 709.3               | 780.8               |
| Income tax receivables                                                             | 117.6               | 117.3               |
| Current deposits and loans receivable                                              | 1,474.9             | 2,394.7             |
| Cash and cash equivalents                                                          | 495.5               | 490.4               |
| <b>Total current assets</b>                                                        | <b>6,309.1</b>      | <b>6,922.4</b>      |
| <b>Total assets</b>                                                                | <b>9,090.4</b>      | <b>9,720.4</b>      |
| <b>Equity and liabilities MEUR (Million Euros)</b>                                 | <b>Dec 31, 2022</b> | <b>Dec 31, 2021</b> |
| <b>Capital and reserves attributable to the shareholders of the parent company</b> |                     |                     |
| Share capital                                                                      | 66.2                | 66.2                |
| Share premium account                                                              | 100.3               | 100.3               |
| Paid-up unrestricted equity reserve                                                | 393.1               | 374.0               |
| Fair value and other reserves                                                      | 21.9                | 40.2                |
| Translation differences                                                            | 150.1               | 166.1               |
| Remeasurements of employee benefits                                                | -79.3               | -121.6              |
| Retained earnings                                                                  | 2,184.2             | 2,549.0             |
| <b>Total shareholders' equity</b>                                                  | <b>2,836.6</b>      | <b>3,174.2</b>      |
| Non-controlling interests                                                          | 29.9                | 25.0                |
| <b>Total equity</b>                                                                | <b>2,866.5</b>      | <b>3,199.2</b>      |
| <b>Non-current liabilities</b>                                                     |                     |                     |
| Loans                                                                              | 417.9               | 435.4               |
| Employee benefits                                                                  | 140.0               | 194.3               |
| Deferred tax liabilities                                                           | 84.8                | 86.9                |
| <b>Total non-current liabilities</b>                                               | <b>642.7</b>        | <b>716.6</b>        |
| <b>Provisions</b>                                                                  | <b>177.4</b>        | <b>152.3</b>        |
| <b>Current liabilities</b>                                                         |                     |                     |
| Current Portion of Long-term loans                                                 | 106.1               | 108.3               |
| Short-term loans and other liabilities                                             | 9.9                 | 8.5                 |
| Advance payments received                                                          | 1,973.8             | 1,957.0             |
| Accounts payable                                                                   | 1,132.8             | 1,310.2             |
| Accruals                                                                           | 2,052.2             | 2,137.4             |
| Income tax payables                                                                | 129.0               | 130.9               |
| <b>Total current liabilities</b>                                                   | <b>5,403.8</b>      | <b>5,652.3</b>      |
| <b>Total equity and liabilities</b>                                                | <b>9,090.4</b>      | <b>9,720.4</b>      |

## Financials



## KONE Consolidated Statement of Income

| Currency = MEUR (Million Euros)                                                           | Jan 1 - Dec 31, 2022 | %          | Jan 1 - Dec 31, 2021 | %           |
|-------------------------------------------------------------------------------------------|----------------------|------------|----------------------|-------------|
| <b>Sales</b>                                                                              | 10,906.7             |            | 10,514.1             |             |
| Costs and expenses                                                                        | -9,875.5             |            | -8,974.8             |             |
| Depreciation and amortization                                                             |                      |            | -244.0               |             |
| <b>Operating Income</b>                                                                   | <b>1,031.2</b>       | <b>9.5</b> | <b>1,295.3</b>       | <b>12.3</b> |
| Financing income                                                                          | 51.2                 |            | 52.9                 |             |
| Financing expenses                                                                        | -53.9                |            | -27.4                |             |
| <b>Income before taxes</b>                                                                | <b>1,028.4</b>       | <b>9.4</b> | <b>1,320.8</b>       | <b>12.6</b> |
| Taxes                                                                                     | -244.0               |            | -298.1               |             |
| <b>Net income</b>                                                                         | <b>784.5</b>         | <b>7.2</b> | <b>1,022.7</b>       | <b>9.7</b>  |
| <b>Net income attributable to:</b>                                                        |                      |            |                      |             |
| Shareholders of the parent company                                                        | 774.5                |            | 1,014.2              |             |
| Non-controlling interests                                                                 | 10.0                 |            | 8.5                  |             |
| <b>Total</b>                                                                              | <b>784.5</b>         |            | <b>1,022.7</b>       |             |
| Earnings per share for profit attributable to the shareholders of the parent company, EUR |                      |            |                      |             |
| Basic earnings per share, EUR                                                             | 1.50                 |            | 1.96                 |             |
| Diluted earnings per share, EUR                                                           | 1.49                 |            | 1.96                 |             |

# Financials



## Corporate Financial Letter of Support



17 February 2023

To whom it may concern

### LETTER OF SUPPORT

KONE Inc, One KONE Court, Moline, IL 61625, USA, is a solely, indirectly 100 % owned subsidiary of KONE Corporation.

We confirm that it is our business policy to closely follow all units of our group companies to ensure they are able to fulfil their obligations. We further confirm that we intend to adhere to this policy also with respect to KONE Inc.

IN WITNESS THEREOF, we have caused this letter of confirmation to be executed by our duly authorized representatives on this 17th day of February 2023 and confirm that this letter shall be valid until 31 December 2023 after which it will automatically become void.

Yours faithfully

KONE CORPORATION



**Johannes Frände**  
EVP, General Counsel

**Suzanne Innes-Stubb**  
Head of Global Compliance

**Dedicated to  
People Flow™**

KONE Corporation  
Kellastentti 3  
02150 Espoo

Tel +358 204 751  
Fax +358 204 75 4496  
www.kone.com

Registered office:  
Karlantoni 1,  
00330 Helsinki, Finland

Domicile: Helsinki, Finland  
Business Identity Code:  
1027400-1

# References and Experience



Our customers' success is our goal. We work for and with them to identify and deliver solutions that exceed expectations. We keep our promises. We drive new ideas to realization with speed and an obsession for customer-driven quality.

## Bank References

### Main Operating Account

Citibank N.A.  
111 Wall Street  
New York, NY 10043  
Contact: Kewen Xie  
Phone: 212-816-9936  
Account: 30915201  
ABA(Routing): 021000089

## Trade References

### Giese Companies

Attn: Marvin Heiderscheit

7025 Chavenelle Road  
Dubuque, IA 52002  
Tel: 563-588-8772  
Email: [Charlie@gieseco.com](mailto:Charlie@gieseco.com)

### DRAKA Elevator Products

Attn: Wynne Ellis, Global  
Director of Operations

2151 North Church Street, PO B  
Rocky Mount, NC 27802-0400  
Tel: 877-372-5237  
Email: [Wynne.Ellis@prysmiangroup.com](mailto:Wynne.Ellis@prysmiangroup.com)

### Innovation Industries, Inc.

Attn: Accounts Receivable

3500 East Main Street, PO Box 29  
Russellville, AR 72802  
Tel: 800-843-1004  
Email : [Innovation-AR@innovationind.com](mailto:Innovation-AR@innovationind.com)

# References and Experience



## Citibank Reference Letter (Credit Facility)



8/17/2023

TO: Kone Inc  
One Kone Court  
Moline, IL 61265

RE: Bank Reference Letter

This letter confirms that Kone Inc. is a customer of Citibank, N.A. ("Citibank"). Kone Inc. currently has a credit facility of \$2.5 million with Citibank. The facility currently has a zero utilization. Kone Inc has maintained Demand Deposit Accounts with Citibank since 2013. We confirm that this relationship has been maintained in a satisfactory manner.

If you need any additional information, please contact Kewen Xie, Relationship Manager at (212) 816-9936.

Sincerely,

Kewen Xie  
Relationship Manager  
Citi | Banking, Capital Markets, Advisory  
Global Subsidiaries Group (GSG)  
388 Greenwich Street  
New York, NY 10013

# References and Experience



## Construction Volume (past 5 years)

2021 – 7.016 Billion Euros  
 2021 – 7.064 Billion Euros  
 2020 – 6.723 Billion Euros  
 2019 – 6.790 Billion Euros  
 2018 – 6.102 Billion Euros

KONE Inc. subcontracts <2% of all construction work. On occasion, KONE may need to retain the service of qualified hole drillers.

## Certified LEED Buildings

KONE has successfully helped projects across the United States earn LEED credits in the Energy & Atmosphere and Innovation in Design categories through the installation of KONE's Machine Room-Less elevator solutions. We fully support the needs of our customers and their projects and will work to gather all necessary quantitative data needed for your projects.

| Building Name                             | Location        | Level of Certification |
|-------------------------------------------|-----------------|------------------------|
| Siemens Medical Solutions Office Building | Cary            | Gold                   |
| 440 S. Church St.                         | Charlotte       | Gold                   |
| 300 N. LaSalle                            | Chicago         | Gold                   |
| 1201 Demonbreun                           | Nashville       | Silver                 |
| SAP America Headquarters                  | Newton Square   | Platinum               |
| McKinney Green Building                   | McKinney        | Platinum               |
| Coraan Associates, Inc.                   | Dallas          | Silver                 |
| 728 Market                                | Chattanooga     | Silver                 |
| Hilton Cleveland Downtown                 | Cleveland       | Silver                 |
| Westchase Park Campus Phase 1             | Houston         | Gold                   |
| Ronald McDonald House                     | Austin          | Platinum               |
| 10001 New Hampshire Avenue                | Silver Spring   | Gold                   |
| Cashell Elementary School                 | Rockville       | Gold                   |
| Sidwell Friends Middle School             | Washington D.C. | Platinum               |
| Hotel Terra                               | Teton Village   | Silver                 |
| National Hispanic Cultural Center of New  | Albuquerque     | Gold                   |
| Day Break Corporate Center                | South Jordan    | Platinum               |
| 200 Renaissance at Colony Park            | Ridgeland       | Gold                   |
| Chevron North Park – Louisiana Office     | Covington       | Gold                   |
| EPA Region 8 Headquarters                 | Denver          | Gold                   |
| Bourne Mille Apts.                        | Tiverton        | Silver                 |



### Top 10 Completed Projects by Quantity of Units \*

| Project Name                              | Location       | Quantity | Project End Date |
|-------------------------------------------|----------------|----------|------------------|
| WMATA                                     | Washington DC  | 139      | February 2020    |
| Raiders Stadium                           | Las Vegas      | 77       | October 2020     |
| McCarran Airport, T-3                     | Las Vegas      | 73       | February 2012    |
| LaGuardia Redevelopment                   | New York       | 71       | December 2022    |
| Blocks 75 & 76 Redevelopment – City Creek | Salt Lake City | 64       | February 2012    |
| Madison Square Garden Reno                | New York City  | 55       | October 2014     |
| WMATA Silver Line Phase 1                 | Multiple       | 51       | September 2013   |
| MGM National Harbor                       | Maryland       | 49       | December 2016    |
| Westfield Century City                    | Los Angeles    | 45       | November 2017    |
| SEATAC                                    | Seattle        | 44       | November 2013    |

### Top 10 Projects in Progress by Quantity of Units\*

| Project Name                       | Location      | Quantity | Project End Date |
|------------------------------------|---------------|----------|------------------|
| WMATA                              | Washington DC | 130      | December 2028    |
| JFK Terminal One New Terminal      | New York      | 118      | March 2026       |
| Bellevue 600                       | Bellevue      | 66       | December 2025    |
| Logan Airport Terminal E Expansion | Boston        | 40       | March 2023       |
| HJAIA                              | Atlanta       | 38       | June 2026        |
| TSMC                               | Phoenix       | 36       | December 2023    |
| Wildflower Studios                 | New York      | 33       | March 2023       |
| Nashville Yards Parcel 3 Tower 3   | Nashville     | 24       | December 2024    |
| Google Landings                    | San Francisco | 24       | November 2025    |
| Signia by Hilton Atlanta           | Atlanta       | 22       | February 2024    |

\* KONE is publicly listed on the NASDAQ OMX Helsinki exchange. Due to KONE Disclosure Guidelines, we are unable to release specific contract dollar amounts. Disclosure guidelines also prevent release of specific customer information without customer approval.

## Litigation, Arbitration, Mediation and Claims

Like other large American corporations, at any given time KONE has a variety of claims and lawsuits filed against it. KONE can state with confidence that there are no outstanding judgments against KONE, and that no known claims now existing, nor aggregate of known claims now pending, in any manner impinge on the financial strength of the company or in any manner limit the ability of KONE to perform any contract or project. KONE is seldom, if ever, subject to a judgment against it in a contractual dispute. KONE takes its contractual obligations very seriously and is committed to meeting all its obligations in a timely, professional and satisfactory manner. We take pride in being able to resolve disputes with or against our customers in a non-litigious manner to the satisfaction of both parties.


**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-65708-1  
3/5/2024 3:24 PM  
5/4/2024

**Client:**  
CORTLAND COUNTY, NEW YORK

**Bill To:**

| SALESPERSON          | Phone | EMAIL                              | DELIVERY METHOD | PAYMENT METHOD |
|----------------------|-------|------------------------------------|-----------------|----------------|
| Carol Aponte-Winslow |       | carol.aponte-winslow@civicplus.com |                 | Net 30         |

**Recurring Service(s)**

| QTY  | PRODUCT NAME     | DESCRIPTION                                                                               | TOTAL        |
|------|------------------|-------------------------------------------------------------------------------------------|--------------|
| 1.00 | AudioEye Managed | AudioEye Managed: <a href="https://www.cortland-co.org/">https://www.cortland-co.org/</a> | USD 4,641.82 |

|                                               |              |
|-----------------------------------------------|--------------|
| Total Investment - Prorated Year 1            | USD 4,641.82 |
| Annual Recurring Services (Subject to Uplift) | USD 5,950.00 |

Total Days of Quote:286

|                               |                                                                                      |
|-------------------------------|--------------------------------------------------------------------------------------|
| Initial Term                  | Beginning at signing and ending 12/15/2024,<br>Renewal Term 12/16 each calendar year |
| Initial Term Invoice Schedule | 100% Invoiced upon Signature Date                                                    |

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current CivicEngage billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

## Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

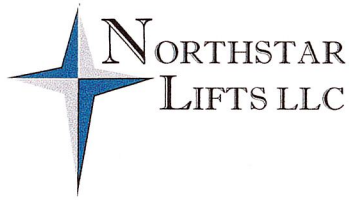
Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



155-23

**Fully Insured (\$1,4,10 M)  
Mfr. Certified Member SBE, BBB  
CPL PROPOSAL**

**Feb. 14. 2024**

**To: Cortland County**

**Re: Dwyer Memorial Park  
6799 Little York Lake Rd.  
Preble, NY 13141**

**For: Div. 14- CPL Lift**

**Scope:** Northstar shall supply and install one (1) Elvoron CPL by Garaventa Lifts per the following specifications:

**Specs include:**

Garaventa Elvoron CPL

Hydraulic Roped 2:1 drive @ 30 FPM

Car Size: 45" x 60" Access on left end of the car

Power supply: 230 VAC 30 Amp Single Phase

120 VAC 20 Amp for lighting circuit

4 HP pump

Programmable Logic Controller

Battery back-up down travel

Rated load: 1,000 lbs.

Travel: 11' 1" (to be field verified)

Constant pressure operation with keyed call stations

Emergency manual lowering

**Laminate** cab walls- (color to be specified) with white trim (powder coated)

Automatic bi- directional floor leveling

Four LED ceiling lights with matching color trim rings

Battery back- up courtesy lighting in car

Hall doors: Steel fire rated with ADA hardware, Ceramic glass vision panels

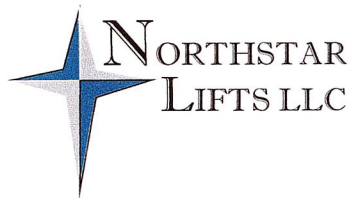
Power door operators

Safeties: slack rope, upper and lower final limits, over-speed, car top and pit switches, low oil, shaft way door safeties

**Price:** Forty-Seven Thousand Seven Hundred Forty Dollars (\$47,740.00)

**Other Work:** Remove and dispose of old elevator. Construct a new machine room adjacent to the shaft way on the upper landing of the building. The room will be clad with siding and trim to





match as closely as possible the existing building. There will be a self-closing, locking door painted to match. Electrical wiring will be run from the existing machine room to the new location, and new disconnects for the lift installed. A light with switch will be installed in the machine room. New code compliant swing doors with automatic operators and interlocks will be installed with the new lift. The site will be left in use-ready condition.

**Price:** \$12,850.00.

**Total project Cost: \$60, 590.00**

**Notes:** Price is based on PREVAILING wages.  
Includes \$1, 4, with 10 Mil. aggregate insurance coverage.  
Patching, finishing of shaft-way (if nec.) not included

**Terms:** Price is based on contract (letter of intent to proceed or signing this agreement) within 60 days, and 30% deposit, 40% due at time of shipping of lift from mfr., Balance net 30 days upon completion (lift to be inspection ready.)

**Delivery:** Please allow 1 week for approval drawings upon letter of intent to proceed. The lift will be delivered to the site at an agreed upon date with the owner. Time on site is 10-12 days. All shaft way construction and finish work to be completed prior to delivery of lift to site. Drawings and additional information for machine room will be provided by Northstar Lifts.

**Code:** The lift will conform to ASME A18.1 for vertical platform lifts. Current NYS Code requires all elevators, lifts, and stair lifts to be inspected by a *Qualified Elevator Inspector (QEI)*. This code is enforced by local Authorities Having Jurisdiction. **Initial acceptance inspection work by Northstar is included.**

**Warranty:** Northstar Lifts will provide 12 months Labor and 24 months Parts warranty on this product. The warranty shall begin upon the substantial completion date of the installation. All service for warranty shall be performed during normal business hours. The warranty shall not cover damage due to fire, flood, acts of Government, acts of GOD, normal wear and tear, abuse, or any other situation beyond the control of Northstar Lifts, Llc.

Submitted by: Charles Freiburger  
Northstar Lifts, Llc.





### Personnel Change Justification Form

Requested Change: ☐ Abolish/Create ☐ Reallocation ☐ Abolish ☒ Create

Position Name (s): Create Flow Control Officer (2 per diem) Abolish \_\_\_\_\_

Bargaining Unit: n/a

**Purpose and Background:**

Investigate alleged Flow Control violations. Position is budgeted using tipping fees to cover the expense.

Fiscal Impact: ☒ County Funded 100 % ☐ Grant Funded \_\_\_\_\_ % Grant Exp. Date \_\_\_\_\_

Current Grade/Salary of Position: Grade N/A Salary Range \$ \_\_\_\_\_

Requested Grade/Salary of Position: Grade \_\_\_\_\_ Salary Range \$ \_\_\_\_\_

Annual Increase: \$ 30,000 County Share: \$ 30,000 # of Positions Affected: \_\_\_\_\_

**Goals:**

Help ensure all Cortland County residents and haulers are complying with Cortland County's Flow Control Law.

**Operational Impact:**

If Flow Control is not enforced revenue to the Landfill will decrease, adding additional taxes to the residents of the County.

Requested By:

[Signature]  
Signature of Requesting Department Head

3-8-2024  
Date

Personnel Officer Approval

[Signature]  
Signature of Personnel Officer

3-8-2024  
Date

**County Administrator Budget Impact Statement:**

County Administrator Approval

[Signature]  
Signature of County Administrator

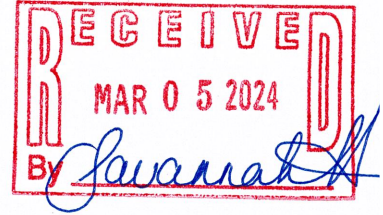
3/8/2024  
Date

Statutory Committee Approval

[Signature]  
Signature of Committee Chair after Committee Vote

3/12/24  
Date

**State of New York**  
**State Board of Elections**



Election Commissioner Certification

**To the Clerk of the County Legislature, County of Cortland.**

***I certify that:***

At the meeting of the Democratic County Committee of the County of Cortland, held on the 2<sup>nd</sup> day of March, 2024, at 72 South Main Street, Homer, New York, under the provisions of the Election Law and rules of the County Committee, a quorum being present,

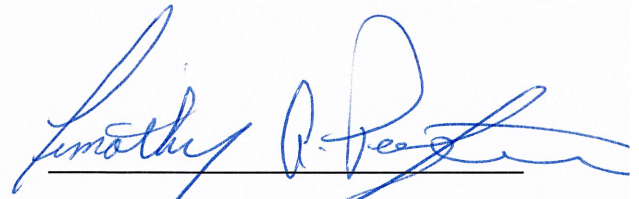
Thomas H. Brown, residing at 6 Hamlin Street, Cortland, New York 13045, was recommended by majority of said committee as a suitable and qualified person for appointment of the office of Commissioner of Elections,

- For the term beginning January 1, 2025
- To fill the existing vacancy in said office for the remainder of the current term.

and that said designee is a registered voter of the County of Cortland and a duly enrolled member of the Democratic Party.

Dated at Cortland, New York

March 4<sup>th</sup>, 2024

  
(Chairman or Secretary)

Attachment: Election Commissioner Certification - Democratic Appointment - Thomas Brown - Received 20240305 (75-24 : Appoint Democratic



**KATHY HOCHUL**  
Governor

**LISA GOMEZ**  
Chair

February 15, 2024

**VIA EMAIL**

Scott Roman  
Director, Emergency Response & Communication  
Cortland County  
60 Central Avenue  
Cortland, New York 13045

Re: *Community Resiliency, Economic Sustainability, and Technology Program ("CREST")  
Purchase of 2 Breathing Air Compressors  
Project ID: 26661*

Dear Scott Roman:

As you know, the State has awarded the Cortland County ("Grantee") a Community Resiliency, Economic Sustainability, and Technology Program ("CREST") grant for the above-referenced project in the amount of \$200,000.00 (the "Grant").

This letter outlines the documentation you will need to complete and return to DASNY in order to start the Grant Administration process.

- ***Please return the completed documentation electronically, as described below within thirty (30) days. If you are not able to meet this timeframe, please send an email to [callcenter@dasny.org](mailto:callcenter@dasny.org) with your requested timeline for submission.***
- ***If the information is not returned in a timely manner, or documentation is incomplete, your Grant will be delayed as DASNY generally reserves the right to request updated documentation throughout the administrative process to ensure the required reviews are based on accurate information.***
- ***If there are any changes to the contact information for the primary contact for your organization, the authorized officer contact information, or change in your organizational address – please email ([callcenter@dasny.org](mailto:callcenter@dasny.org)).***

***Please also read the attached Frequently Asked Questions (FAQs) as it relates to the following requested documents and other questions that you may have regarding the Grant Process.***

**ALBANY (HEADQUARTERS):** 515 Broadway, Albany, NY 12207 | 518-257-3000  
**BUFFALO:** 6047 Transit Road, Suite 103 East Amherst, NY 14051 | 716-884-9780  
**NEW YORK CITY:** 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000  
**ROCHESTER:** 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-450-8400

**DORMITORY AUTHORITY STATE OF NEW YORK**  
**WE FINANCE, DESIGN & BUILD**  
**NEW YORK'S FUTURE**  
[www.dasny.org](http://www.dasny.org)

Attachment: 2024 CREST contract DOERC (76-24 : Authorize and Accept CREST Grant - Department of Emergency Response &


**DASNY**

Page 2

The following documents must be completed and returned to DASNY so the required reviews can be conducted and State approvals obtained:

- ☐ Completed Project Information Sheet signed by an authorized officer;
- ☐ Completed Grantee Certification signed by two (2) authorized officers;
- ☐ Completed Project Certification signed by an authorized officer;
- ☐ The Grantee Questionnaire (GQ) requested by DASNY expires after one (1) year;
  - The GQ on file has expired or is about to expire. Please provide the names, titles and email addresses of two authorized officers so that a GQ may be sent out by the Processor that will be assigned to review your paperwork:

Authorized Officer #1: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Authorized Officer #2: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

- ☐ Evidence of Site Control;
  - Certificate of Municipal Site Control
- ☐ Financial documentation.

If your organization is a not-for-profit please also see the 'Prior to Final Approval' section in attached FAQs for information regarding the prequalification requirement through NY State Grants Gateway.

Grantees are also advised that grant-funded projects are subject to the State Environmental Quality Review Act (SEQRA) and State Historic Preservation Act (SHPA). Information regarding the SEQRA and SHPA process is included in the FAQs.

Should you have any questions concerning the enclosed documentation please either call (518) 257-3177 or email [callcenter@dasny.org](mailto:callcenter@dasny.org) and a member of the Call Center Team will assist.

Sincerely,

*Grants Administration*

Attachment: 2024 CREST contract DOERC (76-24 : Authorize and Accept CREST Grant - Department of Emergency Response &amp;



**GRANTEE CERTIFICATION**  
**Cortland County**  
Purchase of 2 Breathing Air Compressors  
Project ID: 26661

WE HEREBY WARRANT, REPRESENT AND CERTIFY TO DASNY that:

- The Cortland County (the "Grantee") has applied for a ("CREST") Grant in the amount of \$200,000.00 (the "Grant"). This Grant will be used for the Purchase of 2 Breathing Air Compressors (the "Project"). We understand that the Grant funds may be used only for certain community improvement purposes as set forth in the enabling legislation and that the Grant Disbursement Agreement (GDA) to be executed in connection with this Grant contains a provision that states that Grant funds may not be used to finance a program or Project that will in any way promote or facilitate religious worship, instruction or proselytizing. We have been informed that this provision exists to ensure compliance with Federal and State law. Therefore, as Authorized Officers of the Grantee, we hereby certify the following in connection with the Project to be financed by the Grant:
  - no religious purpose shall be advanced or promoted by the Project or program funded by the Grant;
  - the Project or program will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way by public funds;
  - the Project or program shall be open to all without regard to religion; and
  - the Grantee shall take affirmative steps to ensure that information is widely disseminated with respect to the following aspects of the Project or program:
    - the Project or program is publicly funded;
    - the Project or program is open to all, regardless of religious affiliation; and
    - the Project or program beneficiaries are not limited to any particular sect or group.
  - the Grantee shall exercise care to make sure the facilities and/or services to be supported in whole or in part by Grant proceeds are available and accessible to all members of the public by ensuring Project location(s) and/or service areas are in proximity to public transportation; sufficient parking; and by choosing Project location(s) and/or service areas that do not restrict use to a certain subset of the population defined by religion;
- We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above information in making the determination whether to award the Grant to the Grantee.
- By signing this document, we certify that we are authorized officers for the Grantee and have the authority to submit this Certification.

**Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) below as indicated. Please return these documents to [callcenter@dasny.org](mailto:callcenter@dasny.org) from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.**

\_\_\_\_\_  
Authorized Officer (sign or type)

\_\_\_\_\_  
Printed Name (print or type)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Authorized Officer (sign or type)

\_\_\_\_\_  
Printed Name (print or type)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Dated

**PROJECT CERTIFICATE OF THE  
Cortland County**

Community Resiliency, Economic Sustainability, and Technology Program (the "CREST")  
For the Purchase of 2 Breathing Air Compressors  
(Project ID: 26661)

I, the undersigned, an Authorized Officer of Cortland County (the "Grantee"), DO HEREBY CERTIFY that:

- All contractors and vendors retained to perform services in connection with the Purchase of 2 Breathing Air Compressors (the "Project") shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- To the extent that CREST Grant proceeds are used to reimburse the Grantee for the cost of any portion of the Project noted above, the Grantee certifies that no other external funding source, including but not limited to, State or Federal restructuring loans, State or Federal grants, or grants, loans, or other funding from any other public or private source (currently or within the last six (6) years), will be used for substantially the same Project costs at the same location as described in the Preliminary Application or Project Information Sheet provided to DASNY.
- If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, security cameras, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, and items will be installed, stored, or secured on property owned by and/or under the control of the Grantee; the Grantee has or will develop, implement, and maintain a usage policy for items in compliance with all State and Federal regulations or privacy laws, including use, retention, storage, or deletion of any data, images, or videos stemming from Grant funded purchase of such items if applicable.
- The Grantee has informed DASNY via the Preliminary Application, Project Information Sheet, or other correspondence if Grantee is a state related entity, or if the Project location is owned by a state related entity. Furthermore, if the status of the Grantee or Project location changes, the Grantee will inform DASNY of any changes that would impact the tax-exempt status of the Grant.
- The Grantee acknowledges that Grant proceeds cannot be utilized to pay for:
  - Deposits advance payments, or progress payments until work is completed, or goods received by Grantee;
  - to pay down long term debt;
  - internal labor costs;
  - rental or leased equipment, or equipment with an anticipated useful life of less than three (3) years;
  - stockpiled materials;
  - recurring software costs, including licensing or maintenance fees;
  - materials and/or services provided by another entity other than a licensed contractor or vendor.
- The Grantee will maintain accurate books and records through Project completion/payout of the Grant as well as for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during the Grantee's business hours upon reasonable request.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By signing these documents, I certify that I am an authorized officer for the Grantee.

**Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) below as indicated. Please return these documents to [callcenter@dasny.org](mailto:callcenter@dasny.org) from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.**

By (sign or type): \_\_\_\_\_

Name (print or type): \_\_\_\_\_

Title (print or type) \_\_\_\_\_



### CERTIFICATE OF MUNICIPAL SITE CONTROL

We, the undersigned, an Authorized Officer of the Cortland County and the Municipal Attorney for Cortland County under the penalties of perjury, hereby certify, warrant, represent and confirm to the DORMITORY AUTHORITY OF THE STATE OF NEW YORK (“**DASNY**”), the following:

- 1) The Cortland County is a municipal corporation constituting a county, town, city or village within the meaning of §2 of Article 1 of the General Municipal Law.
- 2) The Cortland County has applied for a Grant and acknowledges that Grant funds may be used only for certain purposes as set forth in the Grant’s enabling legislation.
- 3) The Grant Disbursement Agreement (GDA) to be entered into by and between the Cortland County and DASNY shall require the Grantee to certify that Cortland County has the requisite control over the Project Site.
- 4) The Grant project will be located at the following **Project Site**:

**Name:** *Cortland County Regional Training Center*  
**Street Address:** *999 NY-13*  
**Town / Village** *Cortland*  
**County:** *Cortland*

- 5) The fee title of the Project Site is owned by the Grantee (**choose one**):

- ☐ Pursuant to deed identifying the Grantee as the fee owner, which deed was recorded in the Office of the Clerk of the County of \_\_\_\_\_.
- ☐ Pursuant to Executive or Legislative action granting title. **Provide citation:** \_\_\_\_\_
- ☐ As referenced by a copy of the most recent tax bill provided by the tax assessor’s office which indicates ownership of the Project Site is vested in the Grantee, **attached hereto**.
- ☐ The Project Site will be located within a right of way or easement under the jurisdiction of the Grantee.

- 6) The Grant project to be constructed, built, reconstructed and/or operated and located on the Project Site is permitted by, does not and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under any deed restriction, encumbrance, restrictive covenant, agreement, easement and/or other lien. The Grant project shall comply in all respects with any and all applicable governmental laws, rules, regulations and ordinances.

- 7) Grantee further warrants and represents:
- There are no actions pending or threatened which may affect title to the Project Site or which may affect Grantee's ability to complete the Grant project;
  - There are no judgments filed against the Grantee or any liens filed against the Project Site or any portion thereto; and
  - There are no facts or circumstances which could affect title to the Project Site that have not been set forth herein.
- 8) We understand and agree that it is the Grantee's responsibility to comply with all deed restrictions, restrictive covenants, encumbrances, easements and other liens and any applicable laws, rules, regulations or ordinances concerning the Project Site.
- 9) We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above representations in making the determination whether to award a Grant to the Grantee and as an inducement to enter into the Grant Disbursement Agreement (GDA).
- 10) We have the authority to submit this certification on behalf of the Grantee.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) below as indicated. Please return these documents to [callcenter@dasny.org](mailto:callcenter@dasny.org) from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

**Grantee: Cortland County**

By:

Name (sign or type): \_\_\_\_\_

Name (print or type): \_\_\_\_\_

**Title: Authorized Officer**

Dated: \_\_\_\_\_

By:

Name (sign or type): \_\_\_\_\_

Name (print or type): \_\_\_\_\_

**Title: Municipal Attorney**

Dated: \_\_\_\_\_