



Cortland County Legislature

Legislative Session

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

~ Minutes ~

Thursday, April 28, 2022

6:00 PM

Board Room

Public Hearings

1. Local Law "C" of 2022 - a Local Law to Increase Salary of Officers Elected or Appointed

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

Salute to the Flag

Call to Order

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

Roll Call

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Legislator	Present	
Beau Harbin	Cortland County, NY	Minority Leader	Present	
Cathy Bischoff	Cortland County, NY	Legislator	Present	
Ronald J. Van Dee	Cortland County, NY	Legislator	Present	
Susan Wilson	Cortland County, NY	Legislator	Present	
Richard Stock	Cortland County, NY	Legislator	Present	
Ann Homer	Cortland County, NY	Legislator	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Linda Jones	Cortland County, NY	Legislator	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Present	
Christopher Newell	Cortland County, NY	Legislator	Present	
Joseph Nauseef	Cortland County, NY	Legislator	Present	
Eugene Waldbauer	Cortland County, NY	Legislator	Present	
Sandra Price	Cortland County, NY	Legislator	Present	
George Wagner	Cortland County, NY	Majority Leader	Present	
Paul Heider	Cortland County, NY	Legislator	Present	
Mitchel Eccleston	Cortland County, NY	Legislator	Present	

Approval of Minutes

1. Cortland County Legislature - Legislative Session - Mar 24, 2022 6:00 PM

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

Privilege of the Floor

Proclamations & Recognitions

1. Recognition of Cincinnatus Boys Basketball Team 2021-2022 Season

RESULT:	COMPLETED
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2. Proclamation for Soil and Water Stewardship Week 2022

RESULT:	COMPLETED
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3. Proclamation for Cortland County Travel and Tourism Week 2022

RESULT:	COMPLETED
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4. Proclamation Recognizing Retiring Cortland County Employees April 2022

RESULT:	COMPLETED
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5. Proclamation for Foster Parent Month 2022

RESULT:	COMPLETED
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6. Proclamation for National Nurses Week 2022

RESULT:	COMPLETED
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7. Proclamation for National Correctional Officer and Employee Appreciation Week 2022

RESULT:	COMPLETED
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8. Proclamation for Peace Officer's Memorial Day and Police Week 2022

RESULT:	COMPLETED
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9. Proclamation for YWCA Stand Against Racism Week 2022

RESULT:	COMPLETED
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10. Proclamation for Mental Health Awareness Month 2022

RESULT:	COMPLETED
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11. Proclamation for Older Americans Month 2022

RESULT:	COMPLETED
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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

Referred from Building & Grounds Committee

AGENDA ITEM NO. 1 – Award Bid/Authorize Agreement for Alarm Monitoring - Buildings and Grounds Department

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

ON MOTION OF HEIDER

RESOLUTION NO. 108-22

Award Bid/Authorize Agreement for Alarm Monitoring - Buildings and Grounds Department

WHEREAS, Cortland County solicited proposals for contracting services to monitor County alarms, fire and intrusion, AND

WHEREAS, Cortland County received proposals for monitoring from the following:

<u>Company</u>	<u>Amount</u>
Chimera Integrated Security	3 years - \$15,454.20 5 years - \$24,079.80
Pleasant Valley Electric, Inc.	3 years - \$12,600.00 5 years - \$19,800.00

, AND

WHEREAS, based upon the results of the bid, the Building and Grounds Committee recommends that bid be awarded to the lowest responsible bidder, AND

WHEREAS, it would be in the best interest of Cortland County to contract for monitoring County alarm systems with Pleasant Valley Electric, Inc. of 405 Third Street, Ithaca, NY 14850 for the total proposed amount of \$19,800.00, 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 5 year agreement with Pleasant Valley Electric, Inc. of 405 Third Street, Ithaca, NY 14850 for monitoring County alarm systems, AND BE IT FURTHER

RESOLVED that the cost shall not exceed \$19,800.00 and will be paid out of account A16205.54015.

AGENDA ITEM NO. 2 – Award Bid/Authorize Agreement for Roofing Contract for Cortland County Courthouse - Buildings & Grounds Department

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

ON MOTION OF HEIDER

RESOLUTION NO. 109-22

Award Bid/Authorize Agreement for Roofing Contract for Cortland County Courthouse - Buildings & Grounds Department

WHEREAS, there is a need to address replacement, repairs and restoration of the roof at the Cortland County Court House, AND

WHEREAS, OMNIA purchasing network is a New York State approved vendor processor, AND

WHEREAS, New York State Finance Law Article 11 empowers municipalities to authorize purchases from contracts let by OMNIA, AND

WHEREAS, National Roofing Partners is currently under contract with OMNIA purchasing network, AND

WHEREAS, National Roofing Partners received bids from the following to do the work as described in the proposal:

<u>Company</u>	<u>Amount</u>
Pulver Roofing Company, Inc.	Price for General Scope: \$436,549.91 Price for Alternate 1: \$9,142.40 Price for Alternate 2: \$13,713.60
Diamond Roofing Company	Price for General Scope: \$542,259.17 Price for Alternate 1: \$26,284.40 Price for Alternate 2: \$21,427.50

, AND

WHEREAS, based upon the results of the bid, the Building and Grounds Committee recommends that the bid be awarded to the lowest responsible bidder, AND

WHEREAS, it would be in the best interest of Cortland County to contract for the roof replacement, repairs and restorations with Pulver Roofing Company, Inc of 1418 Erie Street, Utica, NY 13502, for the total proposed amount of \$459,405.91, AND

WHEREAS, the Buildings and Grounds Committee is recommending using the Buildings and Grounds Reserve, account A.386300.B&G, to fund these roof replacement, repairs and restoration costs, 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 Pulver Roofing Company, Inc of 1418 Erie Street, Utica, NY 13502 for roof replacement, repairs and restorations, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature hereby authorizes the use of \$459,405.91 from the Buildings & Grounds Capital Reserve, account A.386300.B&G for the Cortland County Court House roof replacement, repairs and restoration, AND BE IT FURTHER

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

Increase:

<u>Account</u>	<u>Amount</u>
A16205.52320 Building Improvements	\$459,405.91
A351100 Appropriated Reserves	\$459,405.91

Referred from Highway Committee

AGENDA ITEM NO. 3 – Authorize Agreement for Environmental Monitoring with Cortland County Soil and Water Conservation District - Highway Department Division of Solid Waste

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

ON MOTION OF NEWELL

RESOLUTION NO. 110-22

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

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

WHEREAS, the Cortland County Soil and Water Conservation District has submitted a proposal to provide monitoring services and the associated report preparation for the Cortland County Landfill for a three year term of January 1, 2022 through December 31, 2024, AND

WHEREAS, the costs of said services will be \$74,000.00 per year, which may be invoiced quarterly, AND

WHEREAS, in addition, the Cortland County Soil and Water District will be entitled to additional compensation in the event of a substantial increase in costs required to provide such services. A substantial increase shall be defined as an increase in excess of 5% over the prior year for laboratory testing fees, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Administrator, upon review and approval as to form by the County Attorney or designee, is hereby authorized to execute an agreement with the Cortland County Soil and Water Conservation District to perform the environmental monitoring and the associated report preparation for the Cortland County Landfill for a cost of \$74,000.00 per year, to be paid from Landfill account EL81605.54055, on a quarterly basis commencing on January 1, 2022 and ending December 31, 2024.

AGENDA ITEM NO. 4 – Transfer Funds/Establish 2022 Projects for the Consolidated Local Street and Highway Improvement Program (CHIPS) PAVE-NY Funds and Extreme Winter Recovery Program (EWR) Funds/Create Projects - Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 111-22

Transfer Funds/Establish 2022 Projects for the Consolidated Local Street and Highway Improvement Program (CHIPS) PAVE-NY Funds and Extreme Winter Recovery Program (EWR) Funds/Create Projects - Highway Department

WHEREAS, the 2022 County Road Fund Budget included \$1,992,703 in funding for the Consolidated Local Street and Highway Improvement Program (CHIPS), \$555,598 under the program known as PAVE-NY, and \$369,997 in Extreme Winter Recovery (EWR), for a total of \$2,918,298, AND

WHEREAS, the County Road Rehab Projects were not yet determined at the time of the passing of the 2022 County Road Fund Budget, AND

WHEREAS, an amount of \$2,918,298.00 was budgeted in expense account D51125.54077 to be used when the projects were determined, AND

WHEREAS, the Cortland County Highway Superintendent has recommended that the following new projects be established for the 2022 Construction Season:

Fisher Avenue, Project # 7150
 Health Camp Road, Project # 7151
 McGraw Marathon Road Section G, Project # 7152
 McGraw Marathon Road Section H, Project # 7153
 Penelope Road, Project # 7233
 Texas Valley Road, Project # 7155

, AND

WHEREAS, the following projects were established in 2021, and will be completed in 2022:

Page Green Road Section 1 Project # 7149
 Preble Road, Project # 7146
 Highland Road, Project # 7148

, NOW THEREFORE BE IT

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

DECREASE:				
D51125	54077		CHIPS EXPENSES	\$ 2,106,863.00
INCREASE:			PROJECTS	

			PREBLE ROAD	
D51125	51005	7146	PERSONAL SERVICES	\$ 8,990.00
D51125	54065	7146	EQUIPMENT	\$ 26,028.00
D51125	54077	7146	MATERIALS	\$ 94,068.00
D51125	58020	7146	RETIREMENT	\$ 2,374.00
D51125	58030	7146	FICA	\$ 1,297.00
D51125	58040	7146	WORKERS COMP	\$ 678.00
D51125	58060	7146	HEALTH	\$ 3,591.00
D51125	58062	7146	DENTAL	\$ 22.00
D51125	58065	7146	VISION	\$ 4.00
			TOTAL PROJECT	\$ 137,052.00
			HIGHLAND ROAD	
D51125	51005	7148	PERSONAL SERVICES	\$ 18,151.00
D51125	54065	7148	EQUIPMENT	\$ 48,060.00
D51125	54077	7148	MATERIALS	\$ 162,432.00
D51125	58020	7148	RETIREMENT	\$ 4,793.00
D51125	58030	7148	FICA	\$ 2,619.00
D51125	58040	7148	WORKERS COMP	\$ 1,369.00
D51125	58060	7148	HEALTH	\$ 7,251.00
D51125	58062	7148	DENTAL	\$ 45.00
D51125	58065	7148	VISION	\$ 8.00
			TOTAL PROJECT	\$ 244,728.00
			PAGE GREEN ROAD SECTION A	
D51125	51005	7149	PERSONAL SERVICES	\$ 11,280.00
D51125	54065	7149	EQUIPMENT	\$ 29,916.00
D51125	54077	7149	MATERIALS	\$ 201,960.00
D51125	58020	7149	RETIREMENT	\$ 2,979.00
D51125	58030	7149	FICA	\$ 1,628.00
D51125	58040	7149	WORKERS COMP	\$ 851.00
D51125	58060	7149	HEALTH	\$ 4,506.00
D51125	58062	7149	DENTAL	\$ 28.00
D51125	58065	7149	VISION	\$ 5.00
			TOTAL PROJECT	\$ 253,153.00
			FISHER AVE	
D51125	51005	7150	PERSONAL SERVICES	\$ 8,818.00
D51125	54065	7150	EQUIPMENT	\$ 45,036.00
D51125	54077	7150	MATERIALS	\$ 39,420.00
D51125	58020	7150	RETIREMENT	\$ 2,328.00
D51125	58030	7150	FICA	\$ 1,272.00
D51125	58040	7150	WORKERS COMP	\$ 665.00
D51125	58060	7150	HEALTH	\$ 3,523.00
D51125	58062	7150	DENTAL	\$ 22.00

D51125	58065	7150	VISION	\$ 4.00
			TOTAL PROJECT	\$ 101,088.00
			HEALTH CAMP ROAD	
D51125	51005	7151	PERSONAL SERVICES	\$ 33,096.00
D51125	54065	7151	EQUIPMENT	\$ 103,572.00
D51125	54077	7151	MATERIALS	\$ 152,604.00
D51125	58020	7151	RETIREMENT	\$ 8,739.00
D51125	58030	7151	FICA	\$ 4,775.00
D51125	58040	7151	WORKERS COMP	\$ 2,497.00
D51125	58060	7151	HEALTH	\$ 13,221.00
D51125	58062	7151	DENTAL	\$ 81.00
D51125	58065	7151	VISION	\$ 14.00
			TOTAL PROJECT	\$ 318,599.00
			MCGRAW MARATHON ROAD SECTION G	
D51125	51005	7152	PERSONAL SERVICES	\$ 16,462.00
D51125	54065	7152	EQUIPMENT	\$ 110,538.00
D51125	54077	7152	MATERIALS	\$ 149,418.00
D51125	58020	7152	RETIREMENT	\$ 4,347.00
D51125	58030	7152	FICA	\$ 2,375.00
D51125	58040	7152	WORKERS COMP	\$ 1,242.00
D51125	58060	7152	HEALTH	\$ 6,576.00
D51125	58062	7152	DENTAL	\$ 40.00
D51125	58065	7152	VISION	\$ 7.00
			TOTAL PROJECT	\$ 291,005.00
			MCGRAW MARATHON ROAD SECTION H	
D51125	51005	7153	PERSONAL SERVICES	\$ 16,462.00
D51125	54065	7153	EQUIPMENT	\$ 110,538.00
D51125	54077	7153	MATERIALS	\$ 149,418.00
D51125	58020	7153	RETIREMENT	\$ 4,347.00
D51125	58030	7153	FICA	\$ 2,375.00
D51125	58040	7153	WORKERS COMP	\$ 1,242.00
D51125	58060	7153	HEALTH	\$ 6,576.00
D51125	58062	7153	DENTAL	\$ 40.00
D51125	58065	7153	VISION	\$ 7.00
			TOTAL PROJECT	\$ 291,005.00
			PENELOPE ROAD	
D51125	51005	7233	PERSONAL SERVICES	\$ 14,258.00
D51125	54065	7233	EQUIPMENT	\$ 52,812.00
D51125	54077	7233	MATERIALS	\$ 41,472.00
D51125	58020	7233	RETIREMENT	\$ 3,765.00
D51125	58030	7233	FICA	\$ 2,057.00
D51125	58040	7233	WORKERS COMP	\$ 1,076.00

D51125	58060	7233	HEALTH	\$ 5,696.00
D51125	58062	7233	DENTAL	\$ 35.00
D51125	58065	7233	VISION	\$ 6.00
			TOTAL PROJECT	\$ 121,177.00
			TEXAS VALLEY ROAD	
D51125	51005	7155	PERSONAL SERVICES	\$ 21,358.00
D51125	54065	7155	EQUIPMENT	\$ 139,320.00
D51125	54077	7155	MATERIALS	\$ 169,452.00
D51125	58020	7155	RETIREMENT	\$ 5,640.00
D51125	58030	7155	FICA	\$ 3,082.00
D51125	58040	7155	WORKERS COMP	\$ 1,611.00
D51125	58060	7155	HEALTH	\$ 8,532.00
D51125	58062	7155	DENTAL	\$ 52.00
D51125	58065	7155	VISION	\$ 9.00
			TOTAL PROJECT	\$ 349,056.00
			TOTAL INCREASE	\$ 2,106,863.00

, AND BE IT FURTHER

RESOLVED, that more projects will be added as time allows during the 2022 Construction Season.

AGENDA ITEM NO. 5 – MH-2 Hangar Lease Agreement - Cortland County Airport/Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 112-22

MH-2 Hangar Lease Agreement - Cortland County Airport/Highway Department

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

WHEREAS, in accordance with Local Law No. 5 of 2012, the County has negotiated with DM3 of Cortland, LLC (Lessee), P.O. Box 328, Cortland, NY 13045, for the lease of a portion of Hangar Building MH-2 at Cortland County Airport, AND

WHEREAS, the Cortland County Legislature's Highway Committee recommends the lease of approximately 6,500 square feet of Hangar MH-2 with the Lessee, containing the following terms and conditions:

Rental Rate Schedule:

- Year 1 (January 1, 2022 to December 31, 2022): \$1,300.00 per month,

- Optional one (1) Year term, commencing (January 1, 2023 to December 31, 2023): During the lease extension term, the annual rent shall be Fifteen Thousand Eight Hundred Forty Dollars (\$15,840.00) and shall be paid in twelve equal monthly installments of \$1,320.00 per month on the first day of each month

Terms and Conditions:

- All other terms and conditions of the previous Lease for Hangar MH-2 as outlined in the contract with the Lessee shall apply.

, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby approves the lease of a portion of Hangar MH- 2 at Cortland County Airport to DM3 of Cortland, LLC (Lessee), P.O. Box 328, Cortland, NY 13045, in accordance with the Rental Rate Schedule, and Terms and Conditions as stated above, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee as to form, is hereby authorized to execute the necessary Hangar Lease Agreement with the Lessee, in accordance with the Rental Rate Schedule, and Terms and Conditions as stated above.

AGENDA ITEM NO. 6 – Allocate 2021 Fund Balance to Airport Reserve - Highway Department/Cortland County Airport

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

ON MOTION OF NEWELL

RESOLUTION NO. 113-22

Allocate 2021 Fund Balance to Airport Reserve - Highway Department/Cortland County Airport

WHEREAS, the Cortland County Legislature adopted Resolution No. 269-17 which directed that the gain or loss from A5610 accounts be placed into a dedicated reserve fund, AND

WHEREAS, the Airport had a gain in 2021 of \$52,284.74, AND

WHEREAS, a Board resolution is required annually to move the funds into said Airport Reserve, NOW THEREFORE BE IT

RESOLVED that the Airport Reserve (A386300.ARPT) be increased \$52,284.74 for 2021 gains.

AGENDA ITEM NO. 7 – Amend 2022 Budget/Authorize Agreement/Installation of Active Landfill Gas Collection and Control System - Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 114-22

Amend 2022 Budget/Authorize Agreement/Installation of Active Landfill Gas Collection and Control System - Highway Department

WHEREAS, the Cortland County Landfill produces methane gas that is directly vented into the atmosphere, AND

WHEREAS, methane is a greenhouse gas that is approximately 25 times more potent than carbon dioxide and produces odors at the Cortland County Landfill and surrounding areas, AND

WHEREAS, Barton & Loguidice, D.P.C. provided a preliminary analysis of the estimated landfill gas generation at the Cortland County Landfill based upon the mass of waste in place at the landfill, the type of waste at the landfill, the landfill design life, the methane generation constant, the methane generation potential, the concentration of NMOC's as hexane, the volumetric percent of landfill gas that is methane and the volumetric percent of landfill gas that is carbon dioxide, AND

WHEREAS, through voluntary destruction of landfill gas with the installation of an active gas collection and flaring system, the County is eligible to become a carbon credit provider, AND

WHEREAS, the Cortland County Highway Committee supports the installation of an active gas collection and flaring system to reduce the amount of greenhouse gases emitted into the atmosphere from the landfill and to be eligible to become a carbon credit provider, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby approves of the installation of an active gas collection and flaring system at the Cortland County Landfill, AND BE IT FURTHER

RESOLVED, that the County Administrator and the Superintendent of Highways, upon approval from the County Attorney or designee as to form, be and hereby are authorized to enter into any agreements and award bids needed for the planning, installation and implementation of an active gas collection and flaring system at the Cortland County Landfill for a cost not to exceed \$1.7 million, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature hereby authorizes the 2022 County Budget to be modified as necessary for said project, AND BE IT FURTHER

RESOLVED, that the funding for this project is to come from account A359900, Appropriated Fund Balance, as a loan from the General Fund to the Solid Waste Fund to be paid back with carbon credits received.

Referred from Health & Human Services Committee

Referred from Agriculture/Planning/Environment Committee

AGENDA ITEM NO. 8 – Authorize County Support to the Cortland County Junior Fair

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

ON MOTION OF HARBIN

RESOLUTION NO. 115-22

Authorize County Support to the Cortland County Junior Fair

WHEREAS, the Cortland County Junior Fair is a staple of the Cortland County community for 68 years and promotes agriculture and the youth of the County, AND

WHEREAS, the Agriculture, Planning and Environmental Committee recommends supporting the Cortland County Junior Fair, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby authorizes the County to provide support in the amount of \$5,000 to the Cortland County Junior Fair, AND BE IT FURTHER

RESOLVED, that the 2022 Cortland County Budget be modified as follows:

INCREASE:

A64205.54780 Sponsor Contributions \$5,000

A359900 Appropriated Fund Balance \$5,000

AGENDA ITEM NO. 9 – Authorize Agreement for the Purchase of Five (5) 16 Passenger Transit Buses - Cortland County Planning Department

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

ON MOTION OF HARBIN

RESOLUTION NO. 116-22

Authorize Agreement for the Purchase of Five (5) 16 Passenger Transit Buses - Cortland County Planning Department

WHEREAS, Resolution No. 120-20 authorized Cortland County to sign a grant application for consolidated grant funds under Contract No. C004119 from the New York State Department of Transportation, pursuant to Federal Section 5311, Title 49 United States Code, to provide public mass transportation service for fixed route and demand responsive service throughout the County, with limited service to contiguous counties provided by First Transit, Inc., Cortland County's public transportation provider, and the purchase of capital equipment that would consist of new buses and other equipment to be used by First Transit, Inc., AND

WHEREAS, Resolution No. 79-21 indicated Cortland County's acceptance of the Mass Transportation Capital Agreement under Contract C004119, which included specific PIN Numbers for the purchase of buses and related equipment, for a total grant award of \$933,391, AND

WHEREAS, Pin 3790.02.302 is for the purchase of (5) Lot G buses and related equipment, AND

WHEREAS, Shepard Bros, Inc., 20 Eastern Blvd., Canandaigua, NY 14424 is the authorized vendor for Lot G buses under the NY State Office of Government Services Contract Number PC69003 SB, AND

WHEREAS, Cortland County is requesting to enter into an agreement with Shepard Bros. Inc., for the purchase of (5) Lot G, 16 passenger buses with (4) four wheelchair stations and related equipment in an amount not to exceed \$421,801.10, AND

WHEREAS, there is no cost to the County of Cortland, as the local share required is provided by First Transit, Inc., as stipulated in their agreement with Cortland County, NOW THEREFORE FOR BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is authorized to sign the agreement with Shepard Bros, Inc., for the purchase of buses and related equipment, in the amount not to exceed of \$421,801.10, to be paid out of the 2022 budget appropriations account A56305.52030.

AGENDA ITEM NO. 10 – Authorize Agreement for Purchase of (3) 26 Passenger Transit Buses - Cortland County Planning Department

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

ON MOTION OF HARBIN

RESOLUTION NO. 117-22

Authorize Agreement for Purchase of (3) 26 Passenger Transit Buses - Cortland County Planning Department

WHEREAS, Resolution No. 120-20 authorized Cortland County to sign a grant application for consolidated grant funds under Contract No. C004119 from the New York State Department of Transportation, pursuant to Federal Section 5311, Title 49 United States Code, to provide public mass transportation service for fixed route and demand responsive service throughout the County, with limited service to contiguous counties provided by First Transit, Inc., Cortland County's public transportation provider, and the purchase of capital equipment that would consist of new buses and other equipment to be used by First Transit, Inc., AND

WHEREAS, Resolution No. 79-21 indicated Cortland County's acceptance of the Mass Transportation Capital Agreement under Contract C004119, which included specific PIN Numbers for the purchase of buses and related equipment, for a total grant award of \$933,391, AND

WHEREAS, Pin 3790.01.302 is for the purchase of (3) Lot K buses, AND

WHEREAS, Matthews Bus Alliance, DBA: Matthew Buses Commercial , 4802 West Colonial Drive, Orlando, FL 32808 is the authorized vendor for Lot K buses under the NY State Office of Government Services Contract Number PC69001, AND

WHEREAS, Cortland County is requesting to enter into an agreement with Matthews Bus Alliance, d/b/a Matthews Buses Commercial., for the purchase of (3) Lot K, 26 passenger buses with (6) six wheelchair stations and related equipment in an amount not to exceed \$512,311.44, AND

WHEREAS, there is no cost to the County of Cortland, as the local share match will be displaced by the Accelerated Transit Capital in the amount of \$37,500 and the balance of the local match required is provided by First Transit, Inc., as stipulated in their agreement with Cortland County, NOW THEREFORE FOR BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney, is authorized to sign the agreement with Matthews Bus Alliance DBA: Matthews Buses Commercial for the purchase of buses and related equipment, in the amount not to exceed of \$512,311.44, to be paid out of the 2022 budget appropriations account A56305.52030.

AGENDA ITEM NO. 11 – Appoint Member to the Transportation Advisory Committee - Planning Department

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

ON MOTION OF HARBIN

RESOLUTION NO. 118-22

Appoint Member to the Transportation Advisory Committee - Planning Department

WHEREAS, Resolution No. 289-19 authorized the formalization of the Transportation Advisory Committee as a Citizen's Advisory Committee, AND

WHEREAS, the Transportation Advisory Committee, as a formal subcommittee of the Agriculture, Planning, and Environmental Committee, will consist of a membership from a wide variety of community service agencies and government agencies, AND

WHEREAS, a vacancy exists on the board, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby appoints the following community service and government agency representatives, or their designee, to the Transportation Advisory Committee for a term ending December 31, 2024:

Shannon Coffee - JM Murray Center

AGENDA ITEM NO. 12 – Appoint Member to the Cortland County Planning Board - Planning Department

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

ON MOTION OF HARBIN

RESOLUTION NO. 119-22

Appoint Member to the Cortland County Planning Board - Planning Department

WHEREAS, due to the resignation of a member, there is a vacancy on the Cortland County Planning Board, AND

WHEREAS, applications were received and reviewed for the vacant positions on the Cortland County Planning Board, AND

WHEREAS, Article III of the Cortland County Planning Board by-laws state vacancies shall be filled by appointment by the Legislature in accordance with Section 1 of Article III of said by-laws, NOW THEREFORE BE IT

RESOLVED, that the following be and hereby are appointed to the Cortland County Planning Board for the terms as provided below:

Name	Address	Municipality	Term Expiration
Kevin Whitney	3689 Delaware Ave, Cortland, NY	Town of Cortlandville	6/30/2023

Referred from Judiciary & Public Safety Committee

Referred from Government Operations Committee

AGENDA ITEM NO. 13 – Create Positions - Poll Inspectors (200) - Board of Elections

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

ON MOTION OF STOCK

RESOLUTION NO. 120-22

Create Positions - Poll Inspectors (200) - Board of Elections

WHEREAS, the needs of the Board of Elections will be better served by creating 200 Poll Inspector positions, AND

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

RESOLVED, 200 positions of Poll Inspector, (unclassified service, \$16.00/HR) be created effective April 28, 2022, with approval to fill.

AGENDA ITEM NO. 14 – Mortgage Tax Disbursement October 1, 2021 - March 31, 2022 - County Clerk

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

ON MOTION OF STOCK

RESOLUTION NO. 121-22

Mortgage Tax Disbursement October 1, 2021 - March 31, 2022 - County Clerk

WHEREAS, in accordance with NYS Tax Law, Article 11, § 261, the Semi Annual Mortgage Tax Report for October 1, 2021-March 31, 2022, has been prepared and submitted by the Cortland County Clerk and has been approved by the NYS Department of Taxation and Finance, AND

WHEREAS, the Basic Mortgage Tax has been submitted with interest to the Cortland County Treasurer, AND

WHEREAS, the mortgage tax has been calculated to apportion the basic mortgage between the towns and villages, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorize the County Treasurer to make payments to each of the tax districts within the County of Cortland as shown below, either by check or by electronic bank deposit based on the request of the receiving municipality.

Cortland, City of	\$130,184.39
Cincinnatus, Town of	7,104.30
Cortlandville, Town of	126,671.78
McGraw, Village of	3,538.98
Homer, Village of	378.71
Cuyler, Town of	3,343.37
Freetown, Town of	3,278.15
Harford, Town of	9,474.81
Homer, Town of	34,296.69
Homer Village of	25,851.84
Lapeer, Town of	5,224.32
Marathon, Town of	12,459.77
Marathon, Village of	6,650.31
Preble, Town of	13,781.94
Scott, Town of	16,227.03
Solon, Town of	7,386.05
Taylor, Town of	4,330.24
Truxton, Town of	17,050.71
Virgil, Town of	40,730.35
Willet, Town of	2,195.08
TOTAL	\$470,158.82

AGENDA ITEM NO. 15 – Create Position Landfill Equipment Operator for Highway Department - Solid Waste Division - Personnel

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

ON MOTION OF STOCK

RESOLUTION NO. 122-22

Create Position Landfill Equipment Operator for Highway Department - Solid Waste Division - Personnel

WHEREAS, the needs of the Landfill will be better served by creating one full-time position of Landfill Equipment Operator, AND

WHEREAS, the Highway Committee recommends the creation of this position, NOW THEREFORE BE IT

RESOLVED, that one full-time position of Landfill Equipment Operator (CSEA, Grade 14, \$20.6041- 26.0742/hr, non-competitive class, full-time with benefits) be created on April 28, 2022 with approval to fill.

AGENDA ITEM NO. 16 – Adopt Changes to Management Compensation Plan for Department Heads, Management Employees and Management/Confidential Employees/Reallocate Various Positions in Cortland County CSEA Unit #6550, Local 812/Abolish/Create Various Positions - Personnel Department

RESULT:	ADOPTED [13 TO 4]
MOVER:	Richard Stock, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Newell, Price, Wagner, Heider, Eccleston
NAYS:	Linda Jones, Kelly L. Fairchild-Preston, Joseph Nauseef, Eugene Waldbauer

ON MOTION OF STOCK

RESOLUTION NO. 123-22

Adopt Changes to Management Compensation Plan for Department Heads, Management Employees and Management/Confidential Employees/Reallocate Various Positions in Cortland County CSEA Unit #6550, Local 812/Abolish/Create Various Positions - Personnel Department

WHEREAS, a compensation analysis of all positions in the Cortland County Management Compensation Plan for Department Heads, Management Employees and Management/Confidential Employees and the Cortland County CSEA Unit #6550, Local 812, was conducted and completed by the Burke Group, AND

WHEREAS, the analysis recommended options for the Cortland County Legislature to implement in order to bring Cortland County employee salaries in line with current market values, AND

WHEREAS, upon conducting the analysis, additional recommendations were presented for certain positions to be abolished and created, NOW THEREFORE BE IT

RESOLVED, that effective June 27, 2022, the Management Compensation Plan for Department Heads, Management Employees and Management/Confidential Employees will be amended as attached, AND BE IT FURTHER

RESOLVED, that effective June 27, 2022, various CSEA positions will be reallocated as attached, AND BE IT FURTHER

RESOLVED, that effective June 27, 2022, the following positions will be abolished and created with approval to fill:

Abolish

Mental Health
Office Manager

Create

Executive Administrative Officer

Senior Account Clerk (2)
Medical Services Clerk (2)
Youth Project Director
Licensed Master Social Worker (9)
Licensed Clinical Social Worker (5)

Principal Account Clerk (2)
Senior Medical Services Clerk (2)
SPOA Coordinator
Mental Health Clinician (9)
Senior Mental Health Clinician (5)
Senior Account Clerk

Grant Administration

Grant Administrator

Workforce Development Director

Planning

Secretary 1

Fiscal Officer

Elections

Senior Election Clerk (2)

Deputy Election Commissioner (2)

, AND BE IT FURTHER

RESOLVED, that the 2022 County Budget be modified as needed for said changes with funds budgeted in A19905.54775 Contingency.

AGENDA ITEM NO. 17 – Adopt Local Law "C" for the Year 2022 a Local Law to Increase Salary of Officers Elected or Appointed for a Fixed Term During the Term of Office

RESULT:	ADOPTED [13 TO 4]
MOVER:	Richard Stock, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Newell, Price, Wagner, Heider, Eccleston
NAYS:	Linda Jones, Kelly L. Fairchild-Preston, Joseph Nauseef, Eugene Waldbauer

ON MOTION OF STOCK

RESOLUTION NO. 124-22

Adopt Local Law "C" for the Year 2022 a Local Law to Increase Salary of Officers Elected or Appointed for a Fixed Term During the Term of Office

WHEREAS, said Local Law has been in its final form upon the desks of the members of the Legislature at least seven (7) calendar days, exclusive of Sunday, prior to this date, AND

WHEREAS, a public hearing thereon has been held before this Legislature after publication of notice thereof as legally required, NOW THEREFORE BE IT

RESOLVED, that Local Law 5 for the year 2022 is hereby adopted and shall take effect upon the filing thereof in the Office of the Secretary of State as provided by Municipal Home Rule Law, AND BE IT FURTHER

RESOLVED, that, as this local law is subject to permissive referendum, the Clerk of the Legislature shall cause an abstract of this local law to be published in the County's official newspaper at least once a week for two successive weeks, the first publication of which shall be had within ten days after the local law is adopted, NOW THEREFORE

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

SECTION 1.

LEGISLATIVE INTENT

The County Legislature hereby states the intent of this local law is to preserve the integrity of the Management Compensation Plan, the goal of which is to treat all employees equally by maintaining grade level salary increments attached to years of service to the County. It is therefore necessary for the County Legislature to extend by local law the same increase in salary for those County officers elected or appointed for a fixed term, in compliance with New York State County Law §201, as has been previously Confidential Employees through Cortland County Local Law No. 4 of 2011.

SECTION II.

The Cortland County Employment Policy Manual for Department Heads, Management and Management/Confidential Employees includes a Grade and Step Schedule, with salary increments tied to grade levels and years of service. Certain officers are excluded pursuant to New York State County §201, as the salary of any officer elected or appointed for a fixed term may only be increased by local law subject to permissive referendum as provided for in Municipal Home Rule Law §24(2)(h).

SECTION III.

The same rate of annual salary increase for fiscal year 2022 extended to Cortland County Management and Management/Confidential Employees through the modification of the Grade and Step Schedule, shall be provided to those officers elected or appointed for a fixed term, during their term of office. The annual salary of said officers elected or appointed for a fixed term, during their term of office, is to be adjusted and paid over the balance of the 2022 calendar year, upon the effective date of this local law.

This Local Law shall function to increase the salary of the following officers elected or appointed for a fixed term, during their term of office:

Elected office include:

County Clerk
County Coroner (s)
County Sheriff
County Treasurer

Officers appointed for a fixed term include:

Clerk of the Legislature
County Attorney
Public Defender
Veteran's Services Officer
Commissioner of Social Services
Highway Superintendent
Personnel Officer
Public Health Director
Real Property Tax Services Director

SECTION IV:

This local law is subject to permissive referendum and shall not take effect until June 27, 2022, which is at least forty-five (45) days after its adoption as provided for by Municipal Home Rule Law §24.

Referred from Finance & Administration Committee

AGENDA ITEM NO. 18 – Authorize First Quarter 2022 Sales Tax Distribution - Finance

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

ON MOTION OF WAGNER

RESOLUTION NO. 125-22

Authorize First Quarter 2022 Sales Tax Distribution - Finance

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

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

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

WHEREAS, the 2022 first quarter sales tax information has been provided by the New York State Comptroller's Office showing a total collection for first quarter 2022 to be \$9,099,336.01, AND

WHEREAS, the total amount available for distribution is \$8,724,336.01, 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 (\$670,000.00) is to be withheld from the quarterly distribution, AND

WHEREAS, Cortland County receives (54%), or \$4,711,141.45 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 first quarter of 2022 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	\$1,548,569.64	\$-0-	\$1,548,569.64	\$-0-
Cincinnatus, Town of	\$72,340.89	\$-0-	\$72,340.89	\$-0-
Cortlandville, Town of	\$773,753.32	\$-0-	\$773,753.32	\$-0-
Cuyler, Town of	\$65,904.68	\$(28,750.00)	\$37,154.68	\$-0-
Freetown, Town of	\$49,549.03	\$-0-	\$49,549.03	\$-0-
Harford, Town of	\$78,348.22	\$(70,000.00)	\$8,348.22	\$-0-
Homer, Town of	\$263,876.33	\$-0-	\$263,876.33	\$-0-

Homer, Village of	\$187,683.22	\$-0-	\$187,683.22	\$-0-
Lapeer, Town of	\$102,152.33	(\$77,500.00)	\$24,652.33	\$-0-
Marathon, Town of	\$78,306.81	\$-0-	\$78,306.81	\$-0-
Marathon, Village of	\$39,575.64	\$-0-	\$39,575.64	\$-0-
McGraw, Village of	\$34,373.02	\$-0-	\$34,373.02	\$-0-
Preble, Town of	\$134,446.81	\$-0-	\$134,446.81	\$-0-
Scott, Town of	\$79,756.53	\$-0-	\$79,756.53	\$-0-
Solon, Town of	\$73,707.62	\$-0-	\$73,707.62	\$-0-
Taylor, Town of	\$43,246.02	(\$20,000.00)	\$23,246.02	\$-0-
Truxton, Town of	\$95,187.58	(\$90,000.00)	\$5,187.58	\$-0-
Virgil, Town of	\$228,316.95	(\$16,250.00)	\$212,066.95	\$-0-
Willet, Town of	\$64,099.92	\$-0-	\$64,099.92	\$-0-
Total	\$4,013,194.56	(\$302,500.00)	\$3,710,694.56	\$-0-

, AND BE IT FURTHER

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

AGENDA ITEM NO. 19 – Authorize County Administrator to Approve Budgeted Contracts - County Administration

Ms. Homer MADE A MOTION TO AMEND the final RESOLVED clause to include "and appropriate department head, if required," after County Administrator. Mr Harbin SECONDED THE MOTION, and after a unanimous voice vote of members present, MOTION CARRIED.

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

ON MOTION OF WAGNER

RESOLUTION NO. 126-22

Authorize County Administrator to Approve Budgeted Contracts - County Administration

WHEREAS, Cortland County enters into contracts with many organizations as part of daily business, AND

WHEREAS, during the budget process each year the funds are appropriated and approved by the Legislature, AND

WHEREAS, this is a duplication that slows down the County's contracting process and takes up valuable time for the Legislators to approve an item that has already been approved in the budget process, AND

WHEREAS, it is in the best interest of Cortland County for the County Administrator to have the authority to approve these contracts which have been approved in the County Budget, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and appropriate department head, if required, be and hereby is authorized, upon review and approval by the County Attorney or designee, to sign agreements which are approved in the current fiscal year County Budget.

AGENDA ITEM NO. 20 – Authorize County Administrator to Award Grants

Ms. Homer MADE A MOTION TO AMEND the second to last RESOLVED clause to include "and appropriate department head, if required," after County Administrator. Mr Harbin SECONDED THE MOTION, and after a unanimous voice vote of members present, MOTION CARRIED.

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

ON MOTION OF WAGNER

RESOLUTION NO. 127-22

Authorize County Administrator to Award Grants

WHEREAS, Cortland County receives grants and other funding on a regular basis, AND

WHEREAS, it is in the best interest of Cortland County for the County Administrator to have the authority to accept such grants and amend budgets based on grant proceeds providing the grants do not require the creation of any new positions and there is no County match required, NOW THEREFORE BE IT

RESOLVED, that the County Administrator is hereby authorized to award such grants and amend budgets based on grant proceeds providing the grants do not require the creation of any new positions and there is no County match required, AND BE IT FURTHER

RESOLVED, that the County Administrator and appropriate department head, if required, upon review and approval by the County Attorney or designee, is hereby authorized and directed to sign agreements to accept the grant, AND BE IT FURTHER

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

AGENDA ITEM NO. 21 – Authorize the County Administrator to Award Food Bids

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

ON MOTION OF WAGNER

RESOLUTION NO. 128-22

Authorize the County Administrator to Award Food Bids

WHEREAS, Cortland County is required to bid for food and other items on a regular basis, AND

WHEREAS, it is in the best interest of Cortland County for the County Administrator to have the authority to award such bids based on adherence to the County's purchasing policy, NOW THEREFORE BE IT

RESOLVED, that the County Administrator is authorized to award such bids, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized and directed to sign agreements to award these bids to the chosen vendor.

AGENDA ITEM NO. 22 – Authorize Allocation of American Rescue Plan Funding to the Cortland County Business Development Corporation

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

ON MOTION OF WAGNER

RESOLUTION NO. 129-22

Authorize Allocation of American Rescue Plan Funding to the Cortland County Business Development Corporation

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

WHEREAS, with Resolution No. 315-21 the Cortland County Legislature approved the allocation of \$300,000 of the federal aid revenue to the Cortland County Business Development Corporation to administer a Downtown Assistance Program, a Façade Improvement Program and a Small Business Expansion Assistance Program, AND

WHEREAS, the Cortland County Business Development Corporation received over 80 applications from small businesses throughout Cortland County, AND

WHEREAS, the small businesses, through the Downtown Assistance Program, Façade Improvement Program and Small Business Expansion Assistance Program, are putting private investment into the Cortland County business community, AND

WHEREAS, the Business Development Corporation is in need of more funding to allow them to assist all eligible applications, AND

WHEREAS, the Cortland County Federal Aid Allocation Citizen's Advisory Committee has endorsed a proposal to allocate an additional \$300,000 of the federal aid revenue to the Cortland County Business Development Corporation to administer a Downtown Assistance Program, a Façade Improvement Program and a Small Business Expansion Assistance Program, AND

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

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

AND

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

RESOLVED, that the Cortland County Legislature hereby authorizes \$300,000 of the Federal American Rescue Plan funds to the Cortland County Business Development Corporation to administer a Downtown Assistance Program, a Façade Improvement Program and a Small Business Expansion Assistance Program, AND BE IT FURTHER

RESOLVED, the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign a contract with the Cortland County Business Development Corporation for said purposes.

AGENDA ITEM NO. 23 – Authorize Use of American Rescue Plan Funds for Legislative Chambers and Committee Room Updates

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

ON MOTION OF WAGNER

RESOLUTION NO. 130-22

Authorize Use of American Rescue Plan Funds for Legislative Chambers and Committee Room Updates

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

WHEREAS, there is a need to update the Cortland County Legislative Chambers and committee rooms to have the ability to hold efficient virtual meetings, AND

WHEREAS, the Buildings and Grounds Committee and the Cortland County Federal Aid Allocation Citizen's Advisory Committee has endorsed the allocation of \$300,000 of the federal aid revenue for Legislative Chambers and committee room renovations at the County Office Building, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the allocation of \$300,000 of the federal aid revenue for Legislative Chambers and committee room renovations at the County Office Building, AND BE IT FURTHER

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

Increase:

A132544.44089.ARP Federal Aid Revenue \$300,000

A10105.52320.ARP Building Improvements \$300,000

, AND BE IT FURTHER

RESOLVED, that the County Administrator is hereby authorized, upon approval by the County Attorney or designee, to enter into agreements for the Legislative Chambers and committee room renovations at the County Office Building.

AGENDA ITEM NO. 24 – Authorize Use of American Rescue Plan Funds for County Office Building HVAC Project (3Rd Floor)

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

ON MOTION OF WAGNER

RESOLUTION NO. 131-22

Authorize Use of American Rescue Plan Funds for County Office Building HVAC Project (3Rd Floor)

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

WHEREAS, the Buildings and Grounds Committee and the Cortland County Federal Aid Allocation Citizen's Advisory Committee has endorsed the allocation of \$500,000 of the federal aid revenue for HVAC renovations for the third floor of the County Office Building, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the allocation of \$500,000 of the federal aid revenue for HVAC renovations for the third floor of the County Office Building, AND BE IT FURTHER

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

Increase:

A132544.44089.ARP Federal Aid Revenue \$500,000

A16205.52320.ARP B&G - Building Improvements \$500,000

, AND BE IT FURTHER

RESOLVED, that the County Administrator is hereby authorized, upon approval by the County Attorney or designee, to enter into agreements for HVAC renovations for the third floor of the County Office Building for an amount not to exceed \$500,000.

AGENDA ITEM NO. 25 – Authorize Use of American Rescue Plan Funds for the Cortland County Mental Health Building

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

ON MOTION OF WAGNER

RESOLUTION NO. 132-22

Authorize Use of American Rescue Plan Funds for the Cortland County Mental Health Building

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

WHEREAS, the Cortland County Federal Aid Allocation Citizen's Advisory Committee has endorsed the allocation of \$2,000,000 of the federal aid revenue for renovations to the Cortland County Mental Health Building, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the allocation of \$2,000,000 of the federal aid revenue for renovations to the Cortland County Mental Health Building located at 111 Port Watson St., Cortland, NY, AND BE IT FURTHER

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

Increase:

A132544.44089.ARP	Federal Aid Revenue	\$2,000,000
A43115.52320.ARP	Building Improvements	\$2,000,000

, AND BE IT FURTHER

RESOLVED, that the County Administrator is hereby authorized, upon approval by the County Attorney or designee, to enter into agreements for renovations to the Cortland County Mental Health Building, AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused funds to subsequent years until the project is completed or funds are expended, no later than fiscal year 2026.

AGENDA ITEM NO. 26 – Authorize Use of American Rescue Plan Funding for Broadband & Dissolution of Federal Aid Allocation Citizen's Advisory Committee

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

ON MOTION OF WAGNER

RESOLUTION NO. 133-22

Authorize Use of American Rescue Plan Funding for Broadband & Dissolution of Federal Aid Allocation Citizen's Advisory Committee

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

WHEREAS, Resolution No. 142-21 established the Federal Aid Allocation Citizen's Advisory Committee to formulate a clear plan for the use of the Federal Aid being received, AND

WHEREAS, Resolution No. 14-22 reestablished the Federal Aid Allocation Citizen's Advisory Committee to continue allocating the Federal Aid received, AND

WHEREAS, the Federal Aid Allocation Citizen's Advisory Committee endorses the allocation of all unspent American Rescue Plan funds to broadband expansion in Cortland County, AND

WHEREAS, upon approval of the Cortland County Legislature, all American Rescue Plan funding received by Cortland County is allocated, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby allocates all unspent American Rescue Plan funding to broadband expansion in Cortland County through December 31, 2024, AND BE IT FURTHER

RESOLVED, that the Federal Aid Allocation Citizen's Advisory Committee be and hereby is dissolved as of April 28, 2022 and all future spending of American Rescue Plan funds be approved by the Finance and Administration Committee.

AGENDA ITEM NO. 27 – Authorize Agreement for Auctioneer Services for the Sale of County Tax Foreclosure Properties - Treasurer's Office

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

ON MOTION OF WAGNER

RESOLUTION NO. 134-22

Authorize Agreement for Auctioneer Services for the Sale of County Tax Foreclosure Properties - Treasurer's Office

WHEREAS, The Treasurer's Office of Cortland County advertised for bids for Auctioneer services for the auction of tax foreclosures properties, Index No._____, AND

WHEREAS, sealed bids were opened on April 1, 2022 at 11:30 a.m. at the Office of the Clerk of the Legislature, AND

WHEREAS, the Treasurer's Office received three proposals from the following New York State licensed auctioneers:

Bidder	Buyer's Premium	County's Cost
Auctions International d/b/a AuctionsInternational.com 11167 Big Tree Road East Aurora, NY 14052	6% Cash or Check 11% Credit Card No Reclaimed Property Fee	\$0
Absolute Auctions & Realty, Inc. d/b/a NYSAuctions.com 45 South Avenue, PO Box 1739 Pleasant Valley,	10% Cash or Check 11% Credit Card 10% Reclaimed Property Fee	\$0

NY 12569		
Collar City Auctions d/b/a CollarCityAuctions.com 9423 Western Turnpike Delanson, NY 12053	6% Cash or Check Unspecified Credit Card No Reclaimed Property Fee	\$0

, NOW THEREFORE BE IT

RESOLVED, that in accordance with the recommendation of the Cortland County Treasurer, the Cortland County Legislature be and hereby awards the Auctioneer agreement to the lowest qualified bidder being Auctions International, 11167 Big Tree Road, East Aurora, NY 14052 for the 2018 foreclosed properties, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized to execute a contract with Auctions International, 11167 Big Tree Road, East Aurora, NY 14052 for the 2018 foreclosed properties.

Announcements

Adjournment

The meeting was closed at 7:04 PM



Cortland County Legislature

Legislative Session

Legislative Chambers

Cortland, NY 13045

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

~ Minutes ~

Thursday, March 24, 2022

6:00 PM

Board Room

Salute to the Flag

Public Hearing

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

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

Call to Order

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

Roll Call

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

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

Approval of Minutes

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

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

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

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

Privilege of the Floor

Proclamations & Recognitions

Presentation of Petitions, Communications, and Notice

1. Cortlandville Fire Department - Suit Kote Fire Recognition

RESULT:	COMPLETED
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Receive and File

Reports of Standing, Special and Ad Hoc Committees

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

Resolutions from the Chair

AGENDA ITEM NO. 1 – Local Law 4 of 2022 - a Local Law Amending Local Law 2 of 1972 - a Local Law Reapportioning the County of Cortland

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

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

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

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

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

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

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

Local Law 2 of 1972 is hereby amended as follows:

Article 1:

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

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

Article 2:

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

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

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

Appoint Member - Cortland County Board of Ethics

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

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

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

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

Referred from Building & Grounds Committee

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

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

ON MOTION OF HEIDER

RESOLUTION NO. 75-22

OneGroup Safety Contract- Safety Office

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

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

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

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

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

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

Referred from Highway Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ON MOTION OF NEWELL**RESOLUTION NO. 78-22****Extend Bids/Award Agreements Various Materials, Supplies and Services - Highway Department**

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

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

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

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

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

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

, AND BE IT FURTHER

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

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

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

ON MOTION OF NEWELL**RESOLUTION NO. 79-22****Award 2022 Material and Service Bids and Authorize Agreements with Various Vendors - Highway Department**

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

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

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the 2022 Budget, AND

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

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

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

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

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

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

GEOTEXTILE No Bids Received

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

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

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

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

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

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

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

, AND BE IT FURTHER

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

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

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

ON MOTION OF NEWELL

RESOLUTION NO. 80-22

Approve Purchase of Two New Ferris Zereturn Mowers - Highway Department

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

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

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

VENDOR

CNY Farm Supply
3865 US RT 11
Cortland, NY 13045

QUOTE FOR EACH

\$10,789.17

, AND

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

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

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

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

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

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

ON MOTION OF NEWELL

RESOLUTION NO. 81-22

Approve Purchase of a Wheel Loader - Highway Department

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

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

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

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

, AND

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

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

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

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

ON MOTION OF NEWELL

RESOLUTION NO. 82-22

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

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

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

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

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

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

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

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

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

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

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

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

ON MOTION OF NEWELL

RESOLUTION NO. 83-22

Approve Purchase of One Used Tank Trailer - Solid Waste

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

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

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

, AND

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

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

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

Referred from Health & Human Services Committee

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

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

ON MOTION OF PRICE

RESOLUTION NO. 84-22

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

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

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

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

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

Increase:

Expenses:

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

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

Revenues:

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

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

ON MOTION OF PRICE

RESOLUTION NO. 85-22

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

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

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

WHEREAS, bids were received from the following:

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

, NOW THEREFORE BE IT

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

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

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

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

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

ON MOTION OF PRICE**RESOLUTION NO. 86-22**

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

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

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

Increase:

Revenues:

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

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

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

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

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

ON MOTION OF PRICE**RESOLUTION NO. 87-22**

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

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

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

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

WHEREAS, first terms have expired for the some members of the Cortland County Community Services Board and three Subcommittees, and members has been nominated to fill a vacancies on the Community Services Board and all the Subcommittees, NOW THEREFORE BE IT

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

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

Development Disability Subcommittee (DD):

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

Chemical Dependence Subcommittee (CD)

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

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

COMMUNITY SERVICES BOARD (CSB)

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

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

Community Services Board (CSB):

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

Mental Health Subcommittee (MH):

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

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

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

ON MOTION OF PRICE

RESOLUTION NO. 88-22

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

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

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

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

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

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

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

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

ON MOTION OF PRICE

RESOLUTION NO. 89-22

Appointment of Youth Board Member - Health Department

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

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

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

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

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

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

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

ON MOTION OF PRICE

RESOLUTION NO. 90-22

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

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

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

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

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

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

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

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

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

, AND BE IT FURTHER

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

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

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

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

ON MOTION OF PRICE

RESOLUTION NO. 91-22

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

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

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

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

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

RESOLVED, that the 2022 Budget be amended as follows:

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

, AND BE IT FURTHER

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

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

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

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

ON MOTION OF PRICE

RESOLUTION NO. 92-22

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

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

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

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

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

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

, NOW THEREFORE BE IT

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

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

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

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

ON MOTION OF PRICE

RESOLUTION NO. 93-22

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

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

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

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

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

, AND

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

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

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

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

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

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

ON MOTION OF PRICE

RESOLUTION NO. 94-22

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

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

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

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

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

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

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

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

ON MOTION OF PRICE**RESOLUTION NO. 95-22**

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

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

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

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

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

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

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

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

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

ON MOTION OF PRICE**RESOLUTION NO. 96-22**

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

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

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

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

Increase:

Expense:

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

Revenue:

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

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

ON MOTION OF PRICE

RESOLUTION NO. 97-22

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

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

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

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

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

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

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

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

Amend Budget for Rural Transit Assistance Program - Mobility Management

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

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

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

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

RESOLVED, that the 2022 budget be amended as follows:

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

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

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

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

ON MOTION OF FAIRCHILD-PRESTON**RESOLUTION NO. 99-22**

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

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

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

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

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

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

RESOLVED, the 2022 County budget be amended as follows:

INCREASE:

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

AND BE IT FURTHER,

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

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

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

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

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO. 100-22

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

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of \$51,215, resulting in no new county costs, in support of State Homeland Security Projects (SHSP), AND

WHEREAS, the fiscal period for this grant is September 1, 2021 to August 31, 2024, NOW THEREFORE BE IT

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

RESOLVED, that the 2022 budget is amended as follows:

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

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or their designee and subject to appropriation of funding, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed \$51,215.

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

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

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO. 101-22

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

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

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

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

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

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

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

ON MOTION OF FAIRCHILD-PRESTON

RESOLUTION NO. 102-22

Appoint Members - Criminal Justice Advisory Board

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

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

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

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

Referred from Government Operations Committee

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

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

ON MOTION OF STOCK**RESOLUTION NO. 103-22**

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

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

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

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

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

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

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

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

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

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

Increase:

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

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

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

ON MOTION OF STOCK**RESOLUTION NO. 104-22**

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

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

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

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

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

Referred from Finance & Administration Committee

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

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

ON MOTION OF WAGNER**RESOLUTION NO. 105-22**

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

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

WHEREAS, bids were received from the following:

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

, AND

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

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

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

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

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

ON MOTION OF WAGNER

RESOLUTION NO. 106-22

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

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

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

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

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

Additional Resolutions

AGENDA ITEM NO. 35 – Appoint Cortland County Attorney

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

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

Appoint Cortland County Attorney

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

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

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

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

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

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

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

Announcements

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

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

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

Adjournment

The meeting was closed at 7:11 PM

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CERTIFICATE *of* ACHIEVEMENT

IS PRESENTED TO THE

Cincinnati Boys Varsity Basketball Team

HEAD COACH JIMMY HALSTROM
ASSISTANT COACH RON COLASURDO

AS THE

2021-2022 Section III Champions

CONGRATULATIONS ON BEHALF OF THE CORTLAND COUNTY COMMUNITY

MITCHEL ECCLESTON
CORTLAND COUNTY LEGISLATOR
DISTRICT 17

KEVIN FITCH
CHAIRMAN
CORTLAND COUNTY LEGISLATURE

Cortland County Proclamation



April 24, 2022 thru May 1, 2022 is Soil and Water Stewardship Week

WHEREAS, healthy, fertile soil and clean water is the lifeblood of nutrition and sustenance throughout the world, and soil conservation is a benefit to everyone; AND,

WHEREAS, effective conservation practices ensure soil, water, animals, plants, and air can provide a rich standard of living; AND,

WHEREAS, our survival and continued production and access to quality food and water depends upon the robust management of diverse natural resources nationwide; AND,

WHEREAS, stewardship calls upon every individual to help conserve these precious resources to ensure their prosperity for generations to come; NOW THEREFORE BE IT

RESOLVED, that I Kevin Fitch, Chair of the Cortland County Legislature on behalf of the Legislature, do hereby proclaim the week of April 24, 2022 thru May 1, 2022 as Soil and Water Stewardship Week in Cortland County, AND BE IT FURTHER

RESOLVED, that we call upon each citizen of Cortland County to help protect our soil and water from pollution, to practice conservation and be good stewards, and to get involved in local conservation and stewardship efforts and activities.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of April, 2022.

Kevin Fitch, Chair
Cortland County Legislature

Cortland County Proclamation



CORTLAND COUNTY TRAVEL AND TOURISM WEEK

WHEREAS, National Travel and Tourism Week is May 1-7, 2022. It is an annual tradition that was established by a Congressional Resolution in 1983 and first celebrated the following year. This nationwide week of events serves to champion the Future of Travel as a consistent driver of Cortland County's economy and workforce; AND

WHEREAS, a robust travel industry provides significant economic benefits for the nation, generating more than \$2.6 trillion in economic output prior to the pandemic, with \$1.2 trillion spent directly by travelers in the U.S.; AND

WHEREAS, travel has been the foundation of a healthy workforce, serving as one of the largest private-sector employers in the U.S., supporting 17 million jobs prior to the pandemic; AND

WHEREAS, spending by travelers has aided state and local governments alike, generating \$90 billion in state and local tax revenue prior to the pandemic to support essential services and programs; AND

WHEREAS, promoting America as a premier destination for global travelers is more important than ever as we recover from steep losses. The future of travel is connecting the U.S. with the global community and safely and securely welcoming back international travelers to every community in the country, including Cortland County; AND

WHEREAS, tourism is critical to the economic health of Cortland County. Travelers spent more than \$71 million annually in Cortland County prior to the pandemic, generating \$34 million in labor income and \$8.6 million in state and local sales tax to support essential services and programs; AND

WHEREAS, the travel industry cannot recover without the full return of in-person meetings and events, by both domestic and international visitors; AND

WHEREAS, the rebound of travel will drive the rebuilding of the U.S. economy and American workforce since, prior to the pandemic, 60% of leisure and hospitality employment was small business; AND

WHEREAS, the Future of Travel will prioritize diversity, equity, and inclusion initiatives, powering a future that values all cultures, embraces new perspectives, and reflects the faces and ideas of the full American society; AND

WHEREAS, the Future of Travel will foster a faster recovery, create a more sustainable, seamless, and secure traveler experience, and rebuild Cortland County's workforce, driving us toward a more prosperous future; AND

WHEREAS, to recognize Travel and Tourism Week from May 1-7, 2022, a week to celebrate and support the tourism-related attractions and businesses that create jobs, boost the economy, and bring visitors to Cortland County; AND

WHEREAS, the Cortland County Legislature wishes to recognize the importance of tourism as a critical industry in Cortland County and urges all our citizens to join with us in this observance; NOW THEREFORE BE IT

RESOLVED, that May 1-7, 2022 is hereby designated as **TRAVEL AND TOURISM WEEK** in Cortland County in conjunction with the Cortland County Convention & Visitors Bureau, the State of New York, and the United States who have declared this as an important week in celebration and recognition of Travel and Tourism. **IN WITNESS WHEREOF**, I have hereunto set my hand this 28th day of April 2022.

Kevin Fitch, Chair
Cortland County Legislature

Cortland County Proclamation



Recognizing Retiring Cortland County Employees for their Time and Service

WHEREAS, two County employees are ending their distinguished career with Cortland County and moving into retirement, **AND**

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

RESOLVED, that the Legislature hereby recognizes Mary Gail Archer, Senior Caseworker with 16 ½ years of service, and Nancy Hazel, Licensed Clinical Social Worker with 15 years of service to Cortland County, **AND BE IT FURTHER**

RESOLVED, that the Legislature acknowledges their knowledge and expertise will be missed, **AND BE IT FURTHER**

RESOLVED, that I, Kevin Fitch, Chairman of the Legislature, on behalf of the entire County Legislature, want to express our sincere appreciation to this employee for their loyalty to the County of Cortland and wish them much happiness as they begin this exciting new chapter in their life.

Signed on the 28th day of April, 2022.

Kevin Fitch, Chair
Cortland County Legislature

Cortland County Proclamation



Proclaiming May 2022 Foster Parent Month

WHEREAS, foster parents provide a consistent and compassionate environment for children in need of interim homes in Cortland County, **AND**

WHEREAS, the love and sensitivity of foster parents assists numerous Cortland County children in feeling safe until permanent family life is established, **AND**

WHEREAS, certified foster parents have continued to open their hearts and homes to children whose families are unable to provide the care and supervision they need, **AND**

WHEREAS, the citizens of Cortland County express their appreciation for the faithful service of the forty families in our County, **NOW THEREFORE BE IT**

RESOLVED, that I, Kevin Fitch, Chair of the Cortland County Legislature on behalf of the Legislature, do hereby proclaim the month of May 2022 as **FOSTER PARENT MONTH** in Cortland County.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of April, 2022.

Kevin Fitch, Chair
Cortland County Legislature

Cortland County Proclamation



National Nurses Week

WHEREAS, The Cortland County Legislature wishes to proclaim May 6-12, 2022, as Nurses Week, in conjunction with the observance of National Nurses Week, AND

WHEREAS, May 6th is known as National Nurses Day, and May 12th is the birthday of Florence Nightingale, the founder of modern nursing, AND

WHEREAS, The nearly 2.9 million registered nurses in the United States comprise our nation's largest health care profession with New York State accounting for over 256,000 of those registered nurses, AND

WHEREAS, The depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings, AND

WHEREAS, The American Nurses Association, as the voice for the registered nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventive health care, AND

WHEREAS, A renewed emphasis on primary and preventive health care will require the better utilization of all of our nation's registered nursing resources, AND

WHEREAS, Professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized patients, AND

WHEREAS, The demand for registered nursing services will be greater than ever because of the aging of the American population, the continuing expansion of life-sustaining technology, and the explosive growth of home health care services, AND

WHEREAS, More qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community, AND

WHEREAS, The cost-effective, safe and quality health care services provided by registered nurses will be an ever more important component of the United States health care delivery system in the future, AND

WHEREAS, often described as an art and a science, nursing is a profession which embraces dedicated people with varied interests, strengths and passions because of the many opportunities the profession offers, NOW THEREFORE BE IT

RESOLVED, that I, Kevin Fitch, Chairman of the Cortland County Legislature, on behalf of the entire Legislature, do hereby declare the week of May 6-12, 2022 as National Nurses Week in Cortland County.

Kevin Fitch, Chair
Cortland County Legislature

Cortland County Proclamation



National Correctional Officer and Employee Appreciation Week

WHEREAS, on May 5, 1984, President Ronald Reagan did proclaim that the first full week of May each year would be observed as National Correctional Officers Week, in recognition of the important role these officers play in our criminal justice system, AND

WHEREAS, in the year 2022 Correctional Officers and other Correctional Employees continue to play that important role, but in an ever more stressful environment due to the continuing pandemic sweeping our nation and the world, AND

WHEREAS, even as President Reagan observed in his 1984 Proclamation, the position of Correctional Officer, once considered merely that of a “guard”, has become increasingly more complex and demanding, involving simultaneously custodial, supervisory and counselling roles, and that complexity continues to grow, AND

WHEREAS, the Cortland County Legislature wishes to acknowledge the difficult job we ask these officers and employees to perform, locked inside a facility for a large part of their day, where they must securely, safely and humanely keep those committed to the jail, respecting the rights and dignity of all the inmates, including those who have been found guilty and those only awaiting adjudication, AND

WHEREAS, the important and difficult role these Correctional Officers and correctional employees fulfill is not always recognized or appreciated by the general public, AND

WHEREAS, the Cortland County Legislature is desirous of recognizing the good work being done by the Correctional Officers and Correctional Employees at the Cortland County Jail, NOW THEREFORE BE IT

RESOLVED, that I, Kevin Fitch, on behalf of the Cortland County Legislature do hereby declare the week of May 1-7, 2022 as National Correctional Officer and Employee Appreciation Week. The Legislature acknowledges the conscientious, difficult and dedicated service our Correctional Officers and Correctional Employees perform for the People of Cortland County. We extend and encourage our community to extend to those good public servants gratitude for a job well done.

Signed on the 28th day of April, 2022.

Kevin Fitch, Chair
Cortland County Legislature

Cortland County Proclamation



Peace Officer's Memorial Day and Police Week in Cortland County

WHEREAS, by Presidential Executive Order and Resolution of the Congress, May 15 of each year is recognized as Peace Officer's Memorial Day, honoring all law enforcement officers who have died in the line of duty, AND

WHEREAS, the week in which Peace Officer Memorial Day falls is celebrated as National Police Week, recognizing the important role that law enforcement officers play in safeguarding the rights and freedoms of all citizens, AND

WHEREAS, the vast majority of law enforcement officers are selfless public servants who accept as part of their profession being exposed to great danger in order to protect the life and property others, AND

WHEREAS, these dedicated officers deserve to be honored for their willingness to perform that essential public service on behalf of all our citizens, AND

WHEREAS, the Cortland County Legislature wishes to acknowledge the difficult job we ask our Deputy Sheriffs and other police officers to perform, and to thank them for their willingness to do it, AND

WHEREAS, the Cortland County Legislature is desirous of recognizing and honoring all those law enforcement officers who, over the years, have lost their lives in the line of duty, NOW
THEREFORE BE IT

RESOLVED, that the Cortland County Legislature does hereby acknowledge and honor the service of our Deputy Sheriffs, and all other police officers who have served, and who are serving in the County, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature does hereby declare May 15, 2022 to be Peace Officer Memorial Day in the County and does further declare the week of May 15 to 21, 2022 to be Police Week in Cortland County.

Signed on the 28th day of April, 2022.

Kevin Fitch, Chair
Cortland County Legislature

Cortland County Proclamation



Proclaiming April 25-30, 2022 “YWCA Stand Against Racism Week” and April 29, 2022 “YWCA Stand Against Racism Day” in Cortland County

WHEREAS, all residents regardless of race, creed, or ethnicity deserve to be treated with dignity, respect, compassion, and justice; and

WHEREAS, Cortland County residents value initiatives that will end race-based disparities and make the world a more equitable, inclusive, and dignified place for all to live; and

WHEREAS, the elimination of racism can be achieved only with the participation of all residents in dialogue, reflection, and action; and

WHEREAS, the Legislature of Cortland County supports YWCA in its praiseworthy mission to eliminate racism, empower women, stand up for social justice, help families, and strengthen communities; **AND**

WHEREAS, the Legislature of Cortland County proudly supports YWCA Cortland in celebration of Stand Against Racism, a signature campaign of YWCA USA to build community among those who work for racial justice and to raise awareness about the negative impact of institutional and structural racism in our communities.

BE IT RESOLVED, that the Legislature of Cortland County hereby declares April 29, 2022 as YWCA Stand Against Racism Day and encourages residents, local businesses, educators, and community and faith-based organizations to celebrate diversity and advocate for the elimination of racism by taking the pledge to stand against racism at CortlandYWCA.org.

BE IT FURTHER RESOLVED, that April 25 – 30, 2022 is declared as YWCA Stand Against Racism Week.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of April, 2022.

Kevin Fitch, Chair
Cortland County Legislature

Cortland County Proclamation



May is Mental Health Awareness Month

WHEREAS, mental health is essential to every person's overall health and well-being, and millions of Americans face the reality of living with a mental illness, AND

WHEREAS, all Americans face challenges in life that can impact their mental health, especially during a pandemic, AND

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency, AND

WHEREAS, together, we can realize our shared vision of a nation where anyone affected by mental illness can get the appropriate support and quality of care to live healthy, fulfilling lives, AND

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has an opportunity to promote mental wellness and support prevention efforts, NOW THEREFORE BE IT

RESOLVED, that I, Kevin Fitch, Chairman of the Cortland County Legislature, do hereby proclaim May of 2022 as "Mental Health Month", and encourages all County residents to join together for mental health awareness and participate in May events in and around Cortland County to promote awareness, provide education about available Mental Health resources, and promote community integration and wellness.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of April, 2022.

Kevin Fitch, Chair
Cortland County Legislature

Cortland County Proclamation



Older Americans Month 2022

WHEREAS, Cortland County includes a growing number of older Americans who contribute their strength, wisdom and experience to our community, **AND**

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds are welcomed, included and supported, **AND**

WHEREAS, Cortland County recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible, **AND**

WHEREAS, Cortland County can work to build an even better community for our older residents by:

- Planning programs that encourage independence.
- Ensuring activities are responsive to individual needs and preferences.
- Increasing access to services that support aging in place.

, **AND**

WHEREAS, The Cortland County Legislature and the Area Agency on Aging approved the Local Aging Adult Satellite for Services (LASS) funding opportunity in 2021 for municipalities, community organizations, not-for-profits and/or faith-based organizations to provide meeting places, activities, services and outreach for the County's aging adult population, **AND**

WHEREAS, The County and Area Agency on Aging believe that aging adults possess the ability to embrace and enact decisions beneficial to themselves and their generation within local communities, **AND**

WHEREAS, LASS sites have successfully opened in Cincinnatus, Harford, Preble, Scott, Truxton, and Virgil and are empowering local residents to create opportunities to help them achieve and maintain a safe, secure, nourishing, and emotionally fulfilling environment however they may define that term, which enables the older adult to exercise more control over how, where and with whom they choose to live their life, **NOW THEREFORE BE IT**

RESOLVED, that I Kevin Fitch, Chair of the Cortland County Legislature on behalf of the Legislature, do hereby proclaim May 2022 to be Older Americans Month. I urge every resident to recognize the contributions of our older citizens, help to create an inclusive society, and join efforts to support older Americans' choices about how they age in their communities. **IN WITNESS WHEREOF**, I have hereunto set my hand this 28th day of April, 2022.

Kevin Fitch, Chair
Cortland County Legislature



March 25, 2022

Chuck Miller
Cortland County Buildings & Grounds
60 Central Avenue
Cortland, NY 13045

Re: Cortland County Courthouse, 25 Court Street, Cortland, NY 13045
NRP CPN: 180901-NY-111

Mr. Miller:

National Roofing Partners (NRP) and its local partners have developed the following pricing for the Cortland County Courthouse project. These prices are developed in compliance with NRP's contract number 180901 with OMNIA Partners and includes the estimated cost to perform the scope(s) of work below.

Scope of Work:

Restoration of upper roof EPDM: 144 Square Feet (apprx)

- Clean EPDM free of debris, dirt and carbon output.
- Prime EPDM with Alsan SP Primer
- Install Butyl Tape with Fleece to all vertical and horizontal seams.
- Apply Alsan 402 SIL at rate of three (3) gallons per square.
- At ponding water areas, apply additional 3 gal/SQ build up to disperse/flow/direct water to drains.
- Apply Bead of SP1 at flashing concrete joint.
- SIL 402 Reinforced Flashing installed aprx 4-6" above roof on to concrete.

Restoration of TPO roof: 3,800 Square Feet (apprx)

- Clean TPO free of debris, dirt and calcium carbonate output.
- Prime TPO with Alsan SP Primer
- Install Butyl Tape with Fleece to all vertical and horizontal seams.
- Apply Alsan 402 SIL at rate of three (3) gallons per square.
- At ponding water areas, apply additional 3 gal/SQ build up to disperse/flow/direct water to drains.
- Install SIL Reinforced 402 Flashing per Soprema guidelines.
- Seal any accessible exterior parapet concrete joints with SP1.

Skylights: Sealant repair: 1200 Linear Feet

- Clean existing vertical and horizontal seams.
- Prime all seams with Polyether/Urethane Primer
- Apply 1.5" bead of Soprema SP1 Polyether Sealant, tool to smooth finish

Remove existing shingle roof(s): 4 areas, 6,600 Square Feet (apprx)

- Install Soprema Underlayment to wood deck.
- Install 30 Year Architectural Shingle, color to match existing
- Install metal flashing/separator at base of shingle roof/TPO transition.
- Contractor to provide additional copper flashing if necessary. Match existing.

Alternate 1: 50 Year Warranty for shingle roof section.

Alternate 2: Top Concrete Coated Reinforced Roof.

- Clean existing roof free of dirt and debris.
- Prime with Alsan SP Primer.
- Apply Alsan 402 SIL at rate of three (3) gallons per square.
- At ponding water areas, apply additional 3 gal/SQ build up to disperse/flow/direct water to drains.
- Apply Bead of SP1 at flashing concrete joint.
- SIL 402 Reinforced Flashing installed approx. 4-6" above roof on to concrete.

PARTNER PRICING:

Pulver Roofing Company:

Total Price for Scope of Work Above: \$ 436,549⁹¹

Price for Alternate 1: \$ 9,142⁴⁰

Price for Alternate 2: \$ 13,713⁶⁰

Diamond Roofing Company:

Total Price for Scope of Work Above: \$ 542,259¹⁷

Price for Alternate 1: \$ 26,284⁴⁰

Price for Alternate 2: \$ 21,427⁵⁰

Elmer W Davis, Inc.:

Total Price for Scope of Work Above: **Declined**

This pricing is compliant with the OMNIA Partners' unit pricing and contingent on OMNIA Partners line item estimates. Once an option is selected, a full OMNIA Partners cooperative proposal packet will be produced and delivered for consideration. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturer's specifications.

If you have any questions or need additional information, please contact our office.

Best Regards,

Michael Bizosso
National Roofing Partners
621 E State Hwy 121 S
Coppell, TX 75019
469-993-7255

Barton & Loguidice

To: Mr. Charlie Sudbrink
Cortland County Highway Department

Date: March 23, 2022

From: Jillian Blake, P.E., LEED AP
Senior Managing Engineer

File: 331.154.001

Subj: Cortland County Westside Landfill Gas Generation Analysis and Carbon Credit Potential

As requested, Barton & Loguidice, D.P.C. (B&L), is providing a preliminary analysis of estimated landfill gas generation at the Cortland County Landfill. The County is assessing the economics of installing an active landfill gas collection and control system (GCCS) at the landfill to collect landfill gas (LFG) that is currently being vented directly to the atmosphere. The installation of a GCCS would reduce the facility's fugitive odors and greenhouse gas emissions by the collection and destruction of methane. Methane is a known greenhouse gas that is approximately 25 times more potent than carbon dioxide.

As a result of the overall positive environmental impact from the voluntary reduction of greenhouse gases, the project may be eligible to be partially funded by the sale of carbon credits through various public and private trading programs. Landfill carbon credits are based on the mass of methane voluntarily collected and destroyed, in lieu of venting to the atmosphere.

The following is a preliminary technical analysis of the current and future LFG generation at the site and corresponding carbon credit potentials. Also included is a general preliminary cost estimate for the installation of a GCCS at the facility for use in the County's county cost-benefit analysis.

Landfill Gas Generation EstimatesWest Side Landfill

The LFG generation estimate for the West Side Landfill is based on actual putrescible or degradable waste-in-place quantities through the year 2021 as provided by the County. Future waste placement quantities are based on the historical three-year average of incoming waste, or 35,558 tons per year. This volume is estimated beginning in 2022 through 2042. For the purpose of this analysis, 2042 is estimated as the last year of waste placement at the facility. It should be noted that if the annual tonnage or composition of the future waste changes these future generation estimates can change significantly.

Landfill gas production was estimated with the use of the computerized Landfill Gas Emissions Model (LandGEM), USEPA Version 3.03, June 2020. The program estimates emissions for various LFG constituents based on input parameters including: the mass of waste in place at the landfill (or the annual acceptance rate), the type of waste in the landfill, the landfill design life, the methane generation constant (k), the methane generation potential (Lo), the concentration of NMOCs as hexane, the volumetric percent of LFG that is methane and the volumetric percent of LFG that is carbon dioxide. The model was utilized to predict LFG generation based on the currently listed regulatory constants specifically listed in 40 CFR Part 98, Subpart HH, Table HH-1.

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 Cortland County Highway Department
 March, 23 2022
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The LandGEM model was configured to the site specific conditions at your facility based on historical tonnage and utilized projected future tonnage as discussed above. In addition, the model was configured with a LFG composition of 50 percent methane and 50 percent carbon dioxide. Different waste materials produce landfill gas at different rates, meaning separate input parameters were considered to account for this variability, yielding a composite methane generation from the waste mass as a whole. The input parameters for each material accepted at the facility can be seen below. The following is a summary of the input parameters used in the LFG modeling for each material type:

MSW: $L_0 = 155 \text{ m}^3/\text{Mg}$; $k = .057 \text{ /year}$
 C&D: $L_0 = 40 \text{ m}^3/\text{Mg}$; $k = .04 \text{ /year}$
 Sludge: $L_0 = 25 \text{ m}^3/\text{Mg}$; $k = .04 \text{ /year}$
 Historical*: $L_0 = 100 \text{ m}^3/\text{Mg}$; $k = .057 \text{ /year}$

The resulting estimated LFG generation data is presented in tabular format as the attached Table 1. It is currently estimated that the peak LFG generated from the West Side landfill will be approximately 464 standard cubic feet per minute (SCFM) and will occur the year following closure, 2043. The total collected LFG is estimated to be 80% based on cover types and collection infrastructure, or 371 SCFM.

Landfill gas generation can vary greatly depending on the actual waste receipts and environmental conditions at the landfill over time. Therefore, LFG generation modeling needs to be revised routinely to determine if changes need to be made to calibrate the model to site specific conditions.

Pine Tree and Towslee Landfills

Waste receipts provided by the County for the Towslee and Pine Tree Landfills were not complete, and therefore LFG modeling was not conducted. Due to the age of the two closed landfills, the anticipated gas generation could be assumed to be negligible in the total gas collection quantity. As such, no collection infrastructure is proposed for these areas.

Carbon Credit Potential

The Cortland County Landfill site may be eligible to become a carbon credit provider through the voluntary destruction of LFG with the installation of an active gas collection system and flaring station. As methane is collected and destroyed through the flare, the net carbon emissions from the landfill are voluntarily reduced. This may allow the facility to meter methane destruction for the sale of carbon credits on various registries. The following is a summary of the carbon credit potential for the site.

The quantity of potential carbon credits is based on the amount of methane gas collected and combusted through the facility's control device, typically a flare. For the purposes of this assessment, the projected future LFG volumes were used as an estimate in the calculation of carbon credits. It should be noted that combustion through passive devices such as the site's current solar spark flares would reduce the carbon credit potential of the LFG generated. As such, it was assumed that these devices would be decommissioned during the installation of the active GCCS to maximum carbon credit potential.

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Carbon Credit Revenue Potential

Landfill gas carbon credits were calculated by converting the estimated amount of methane combusted by volume to weight. The weight of methane combusted is then multiplied by a global warming potential (GWP) factor to convert the amount of methane to an equivalent amount of CO₂ destroyed. Carbon credits are issued for methane collected and combusted based on this rate of metric tons of CO₂ per metric ton of methane. The carbon credit calculation and potential eligible credit amounts are presented in Table 2. The calculation methodology and default values are based on the Climate Action Reserve (CAR) landfill project protocol. Revenue estimates listed in Table 2 are based on carbon credit trading values, sold as per metric ton of CO₂ equivalents (tCO₂e). The CAR operates one of the existing public trading markets for greenhouse gas emission reductions.

Current market value estimates for the price of carbon credits is approximately \$5.00 per tCO₂e. Table 2 provides a value of potential revenue over the remaining site life duration based on these existing known trading value. Please note that revenue is generally assessed over 10 year crediting periods, which to date have been renewable for additional crediting periods beyond the initial 10 years. This estimate does not include typical costs associated with the sale of carbon credits such as O&M costs, credit registry fees, engineering/financial services fees and project and credit verification fees. These costs can typically range from approximately \$20,000 - \$40,000 per year and are relatively fixed, regardless of the project size or scale. A minor portion of these fees are paid as a commission, they will vary depending on carbon credit sales prices.

There is a high level of uncertainty in predicting the long term future revenue from the sale of carbon credits and the revenues are not guaranteed. The revenue potential shown in Table 2 is based on best available market information currently. A more detailed cost analysis with a dedicated financial planner to further assess gas production and carbon credit revenue is recommended, if the County decides to further investigate negotiating a potential sale of credits.

Landfill Gas Collection and Control System

A typical active landfill gas collection and control system consists of vertical extraction wells, collection piping, a condensate handling device, and a blower system with a continuous operation candlestick type flare for combustion of the landfill gas. Estimated construction costs for the installation of a new active system (including 11 deep vertical LFG extraction wells, 52 additional wellheads for existing gas vents, landfill gas HDPE header and lateral piping, blower skid, flare, flow metering devices, condensate holding tank and minor electrical construction) total approximately \$1.7 million at current market prices. Engineering design, permitting, legal services and construction oversight and NYSDEC certification is estimated at 15 percent of construction costs and is included in this total.

Assessment Results Summary

Results from this initial assessment indicate that there is the potential for carbon credit sales revenue to offset a portion of the costs associated with the installation of a GCCS. Currently, it is estimated that potential profits from the sale of carbon credits may pay for a portion of the GCCS installation over the operational period of approximately fifteen years. This is longer than the standard carbon crediting period of ten years, which in the past have been able to be renewed for additional crediting periods. However, this assessment relies heavily on

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Cortland County Highway Department
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the variable market for carbon credits, which could change significantly over this time period. Regardless of the payback period, the sale of carbon credits would likely assist the County offset a portion of the costs to install the GCCS system for odor control.

If you have any questions, please do not hesitate to contact us.

TSC/jms

Attachments: Table 1 Landfill Gas Generation
Table 2 Estimated Potential Landfill Gas Carbon Credits

Table 1
Landfill Gas Generation

Table 1
Cortland County West Side Landfill
Estimated Landfill Gas Generation and Collection

Year	Westside Landfill Estimated LFG Generation (SCFM)	Westside Landfill Estimated LFG Collection (80% Efficiency) (SCFM)
2021	291	233
2022	305	244
2023	318	254
2024	330	264
2025	341	273
2026	351	281
2027	361	289
2028	371	297
2029	380	304
2030	388	311
2031	396	317
2032	404	323
2033	411	329
2034	418	334
2035	424	339
2036	430	344
2037	436	349
2038	441	353
2039	446	357
2040	451	361
2041	456	365
2042	460	368
2043	464	371

- 1) Landfill gas generation estimate is based on actual and projected future waste acceptance rates.
2) Landfill gas collection estimate is based on the installation of an active landfill gas collection system, with an assumed 80% collection efficiency.

Table 2
Estimated Potential Landfill Gas Carbon Credits

Table 2
Cortland County Westside Landfill
Estimated Potential Landfill Gas Carbon Credits

Inputs/Conversion Factors:	
50%	LFG Methane Concentration
25	Global Warming Potential of Methane
99%	Control Device Destruction Efficiency of Methane
1.89E-05	Density of Methane Gas (Mg/scf)
80%	GCCS Collection Efficiency

Year	Westside Landfill LFG Collection scf/yr	Methane Collection (50%) scf/yr	Methane Oxidation Rate (10%) scf/yr	Methane Destruction metric ton/yr	Potential Eligible GHG Credits tCO ₂ e/yr	Potential Sale Income (\$/yr) \$5.00/tCO ₂ e	Net Revenue (High Estimate) \$20k/year Fees	Net Revenue (Low Estimate) \$40k/year Fees
2022	128,425,557	64,212,779	57,791,501	1,081	27,027	\$135,136	\$115,136	\$95,136
2023	133,674,505	66,837,252	60,153,527	1,125	28,132	\$140,660	\$120,660	\$100,660
2024	138,638,064	69,319,032	62,387,129	1,167	29,177	\$145,883	\$125,883	\$105,883
2025	143,331,834	71,665,917	64,499,325	1,207	30,164	\$150,822	\$130,822	\$110,822
2026	147,770,558	73,885,279	66,496,751	1,244	31,098	\$155,492	\$135,492	\$115,492
2027	151,968,170	75,984,085	68,385,677	1,279	31,982	\$159,909	\$139,909	\$119,909
2028	155,937,841	77,968,920	70,172,028	1,313	32,817	\$164,086	\$144,086	\$124,086
2029	159,692,017	79,846,008	71,861,408	1,344	33,607	\$168,037	\$148,037	\$128,037
2030	163,242,464	81,621,232	73,459,109	1,374	34,355	\$171,773	\$151,773	\$131,773
2031	166,600,303	83,300,152	74,970,136	1,402	35,061	\$175,306	\$155,306	\$135,306
2032	169,776,044	84,888,022	76,399,220	1,429	35,730	\$178,648	\$158,648	\$138,648
2033	172,779,622	86,389,811	77,750,830	1,454	36,362	\$181,808	\$161,808	\$141,808
2034	175,620,426	87,810,213	79,029,192	1,478	36,959	\$184,797	\$164,797	\$144,797
2035	178,307,332	89,153,666	80,238,300	1,501	37,525	\$187,625	\$167,625	\$147,625
2036	180,848,731	90,424,366	81,381,929	1,522	38,060	\$190,299	\$170,299	\$150,299
2037	183,252,552	91,626,276	82,463,649	1,543	38,566	\$192,828	\$172,828	\$152,828
2038	185,526,292	92,763,146	83,486,831	1,562	39,044	\$195,221	\$175,221	\$155,221
2039	187,677,035	93,838,517	84,454,666	1,580	39,497	\$197,484	\$177,484	\$157,484
2040	189,711,479	94,855,740	85,370,166	1,597	39,925	\$199,625	\$179,625	\$159,625
2041	191,635,957	95,817,978	86,236,181	1,613	40,330	\$201,650	\$181,650	\$161,650
2042	193,456,452	96,728,226	87,055,403	1,629	40,713	\$203,565	\$183,565	\$163,565
2043	195,178,623	97,589,311	87,830,380	1,643	41,076	\$205,378	\$185,378	\$165,378
TOTAL	3,693,051,859	1,846,525,929	1,661,873,336	31,088	777,206	\$3,886,031	\$3,446,031	\$3,006,031

NOTE:

- ¹ Methane concentrations based on estimated average of 50%
- ² LFG generation data based on actual and estimated future waste acceptance rates and modeling parameters from 40 CFR Part 98, Subpart HH, Table HH-1.
- ³ Assumes GCCS installed throughout entire landfill areas
- ⁴ Future putrescible waste acceptance rates estimated at 35,558 tons per year (average waste placement 2019-2021)
- ⁵ Costs associated with the sale of carbon credits not included in the estimated revenue above.
- ⁶ Potential Eligible GHG Credits are to be used for estimate purposes only

County of Cortland Agricultural Corporation
PO Box 134, Homer, NY 13077

President: Jennifer Thomas
Vice President: Todd Stone
Secretary: Jackie Hartnett
Treasurer: Wayne Scutt

Dear Committee Chair Harbin:

The 68th Cortland County Junior Fair is quickly approaching, scheduled for July 5-July9 and plans are well underway. The Fair is a long running event in Cortland County, giving the youth of the County a place to showcase their projects they have worked on for the past year.

Some of the activities, not sponsored through the 4-H program, are the Fair Queen Contest, pedal tractor pulls, veggie car races, barn yard olympics and money grab. Each of the participants in these activities receive a small award. We also provide the annual fireworks.

We are asking the County Legislature to take part in supporting this vibrant event by contributing \$2000 to help offset some of the cost in the above mentioned activities.

The County of Cortland Agricultural Corporation is a non-profit organization consisting of a group of volunteers with the goal of continuing this venue for our youth. In conversations with some Legislators, it appears that most are not aware that the County does not contribute to any part of the "County" Fair. We would like to change this and have the County show their support of our youth. The youth today are faced with many challenging decisions that could affect their future. We feel that the Fair gives them the opportunity to make positive choices and to become our leaders of tomorrow.

Thank you for your time and look forward to hearing from you.

Jennifer Thomas
President
County of Cortland Ag. Corp.
(607) 836-6362
jjthomas6@icloud.com

Attachment: Ag Corp. committee letter (115-22 : Authorize County Contribution to the Cortland County Junior Fair)

Checklist of documents to be returned:

- ☐ Copy of signed contract
- ☐ Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for New York State Contracts (Appendix A)
- ☐ Exhibit B: Drug Free Workplace
- ☐ Exhibit C: Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law
- ☐ Exhibit D: Conflict of Interest Disclosure
- ☐ Exhibit E: Privacy and Security HIPAA Compliance (*if applicable*)
- ☐ Proof of Insurance (Liability, Disability, Workers' Compensation, Vehicle, etc.)
- ☐ Copy of NYS Certificate of Authority to do Business in New York State
- ☐ Proof that signatory is at least a 50% owner and has the authority to act on behalf of the business
- ☐ Copy of active NYS MWBE Certification (*if applicable*)
- ☐ Current W9

AGREEMENT

THIS AGREEMENT, entered into this day of , 2022, by and between the **COUNTY OF CORTLAND**, New York, (the “COUNTY”), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and Coach Bus Sales (Shepard Bros., Inc) (the “CONTRACTOR”), with offices located at 130 Horizon Park Drive, Penn Yan, NY 14527.

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish Five (5) - 2021 or newer Ford E450, Phoenix, E4F chassis transit buses manufactured by Coach and Equipment, 16 passenger with four wheelchair stations as per attached equipment order form as it pertains to the Office of Government Services (OGS) contract PC69003 and including all customer specific items (customer graphic, solid color paint single stage, non-metallic) : Lot G buses from OGS Contract, as specified in final order summary attached to the COUNTY in compliance with the Office of Government Services (OGS) contract for the period of January 21, 2020 through January 20, 2022 as it relates to Lot G buses for this project, and the additional equipment or options listed about in accordance with COUNTY's approved Federal Section 5311 project.

The parties agree that this Contract and the underlying Resolution, a copy of which is attached hereto and made a part hereof, is subject to approval by the New York State Department of Transportation;

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods for the term of the Federal Section 5311 Contract Schedule A from December 17, 2021 to December 31, 2022.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

The COUNTY agrees to pay to the Contractor, and the Contractor agrees to accept, in full payment for the performance of this Contract for the purchase of (5)) 2021 or Newer Ford E450, Phoenix transit buses for an amount not to exceed, **Four Hundred Twenty One Thousand Eight Hundred One Dollars and ten cents** said payment to be made within 30 days upon certification by the County that

such equipment described above has been delivered in full compliance with the terms and provisions of this Contract and documents referred to herein;

The required federal and State clauses and each and every provision of law and clause required by applicable laws to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though they were included herein; and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, this Contract shall forthwith be physically amended to make such insertion.

ARTICLE 4. CONTRACTOR'S INSURANCE

A.1 The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (i) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (ii) Automobile coverage with a combined single limit of \$1,000,000.00.
- (iii) Statutory Workers' Compensation, Disability Coverage, and Unemployment Insurance.
- (iv) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.
- (v) Specialty Insurance as noted below:
 - (a) Not Applicable if checked ☐
 - (b) Type: _____ Coverage Limit _____

A.2 Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY and who have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligations of the CONTRACTOR and not those of the COUNTY. The CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph. The provision of insurance by the CONTRACTOR shall not in any way limit the CONTRACTOR'S liability under this agreement.

B. The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies

to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically “Cortland County, 60 Central Avenue, Cortland, New York 13045” as an additional insured. In addition, the CONTRACTOR must provide an endorsement to the policy showing that the COUNTY is actually insured together with a copy of the policy declarations page.

C.1 Each policy of insurance shall contain clauses to the effect that:

- (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests,
- (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days prior written notice to the COUNTY, directed to the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature, and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the CONTRACTOR.

C.2 To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claim made” basis, and all such “claims made” policies shall provide that:

- (i) Policy retroactive dates coincide with or precede the CONTRACTOR’S start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- (ii) The CONTRACTOR will maintain similar insurance for at least 6 years following final acceptance of the services;
- (iii) If the insurance is terminated for any reason, the CONTRACTOR agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County;
- (iv) Immediate notice shall be given to the COUNTY through the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement;
- (v) Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance of such Notice of termination. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement; and
- (vi) The CONTRACTOR shall obtain replacement insurance within ten (10) days in the absence of which CONTRACTOR shall be in breach of this Agreement.

D. All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

E. Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (i) That he/she/it is financially solvent, that he/she/it is licensed to the extent required by law, and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (ii) That he/she/it has not been convicted of a crime under the laws of the United States or of any state,
- (iii) That he/she/it has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government,
- (iv) That no officer or employee of the County has an interest in this agreement, which would disqualify the CONTRACTOR from performing this agreement and receiving payment therefor,
- (v) That he/she/it's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations,
- (vi) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.
- (vii) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.

ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. APPROPRIATIONS

If this agreement is funded by a grant or contract between the COUNTY and the State or Federal government or is otherwise subject to legislative appropriation, the COUNTY shall not be liable beyond the funds authorized by such legislation or provided by the COUNTY, State or Federal governments.

In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination.

The COUNTY shall remain liable for all charges and expenses incurred prior to the date of termination.

If funding is reduced below the level authorized by the COUNTY and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the COUNTY to the CONTRACTOR.

ARTICLE 8. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. The COUNTY shall have the right to stop work or terminate the Contract if:
- (i) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
 - (ii) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
 - (iii) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
 - (iv) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
 - (v) The CONTRACTOR fails or refuses to comply with all applicable laws, regulations or ordinances applicable to the performance of this agreement; or
 - (vi) The determination that any representation or certification made under this agreement is untrue; or
 - (vii) The CONTRACTOR violates any provision of the Contract;
 - (viii) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
 - (ix) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.

(x) COUNTY may terminate if the contract is not funded.

B. Upon termination of this agreement, the CONTRACTOR shall comply with all County close-out procedures, including but not limited to:

- (i) Accounting for and refunding to the COUNTY within 30 days, any unexpended funds which have been paid to the CONTRACTOR pursuant to this agreement;
- (ii) Not incur any further obligations pursuant to this agreement after the termination date;
- (iii) Submit to the COUNTY, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to CONTRACTOR'S performance of this agreement; and
- (iv) Furnishing within 30 days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the CONTRACTOR through or provided under this agreement, and carrying out any COUNTY directive concerning the disposition thereof.

C. If the COUNTY terminates this agreement for cause, the COUNTY may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the COUNTY to complete the services herein will be charged to the CONTRACTOR and/or set off against any sums due the CONTRACTOR.

D. If the CONTRACTOR defaults, the COUNTY may at its option:

- (i) Terminate this agreement; and/or
- (ii) Recover counsel fees and all costs incurred to enforce this agreement; and/or
- (iii) Obtain replacement goods or services and hold the CONTRACTOR responsible for the replacement costs or expenses; and/or
- (iv) Pursue such other remedies as may be available under law or this agreement.

These remedies are cumulative.

E. Notwithstanding any other provisions of this agreement, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of the agreement or failure to perform in accordance with applicable professional standards, and the COUNTY may withhold payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined. The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 9. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 10. MONITORING OF PERFORMANCE

The COUNTY shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The CONTRACTOR hereby consents to the examination of the CONTRACTOR'S records and agrees to provide to or permit the COUNTY to obtain copies of any documents relating to the performance of this agreement. The CONTRACTOR shall maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends; whichever last occurs.

ARTICLE 11. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit. As an independent contractor, the CONTRACTOR shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the CONTRACTOR'S personnel engaged in the performance of the services. However, if any personnel of the CONTRACTOR act in a manner that is detrimental to the COUNTY, the COUNTY may require the CONTRACTOR to remove or replace such personnel with respect to the performance of services under this agreement.

ARTICLE 12. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

ARTICLE 13. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 14. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 15. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 16. NOTICES

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the CONTRACTOR: Business Name: Coach Bus Sales (Shepard Bros, Inc)
 Physical Address: 130 Horizon Park Drive
 Mailing Address: 130 Horizon Park Drive
 Contact Person: Dave Delforte
 Telephone #: 585-455-7715
 E-Mail Address: ddelforte@shepardbrosinc.com

To the COUNTY: County Administrator **(and)** Planning Department
 Robert Corpora County of Cortland
 County of Cortland Trisha R. Jesset
 60 Central Avenue 60 Central Avenue
 Cortland, New York 13045 Cortland, NY 13045

ARTICLE 17. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 18. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 19. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 20. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 21. RECORDS RETENTION AND AUDIT

A. The COUNTY, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. Additionally, the CONTRACTOR shall:

- (i) Comply with any demands made by the COUNTY to provide information with respect to the payment of monies hereunder during the period covered by this paragraph;
- (ii) Maintain its books and records in accordance with generally accepted accounting principles or such other method of account, which is approved in writing by the COUNTY prior to the date of this agreement;
- (iii) Maintain the revenues and expenditures in connection with this agreement so they are separately identifiable;
- (iv) Fully document each expenditure or claim for payment. Expenditure or claims for payment which are not fully documented may be disallowed;

- (v) Agree to provide to or permit the COUNTY to examine or obtain copies of any documents relating to the payment of money to the CONTRACTOR or expenditures made by the CONTRACTOR for which reimbursement is made to the CONTRACTOR by the COUNTY;
- (vi) Maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends.

B. If the CONTRACTOR has expended, in any fiscal year, \$300,000.00 or more in funds provided by the Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the COUNTY, the CONTRACTOR shall provide the COUNTY with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501, et seq., as amended, and the regulations adopted pursuant to such Act.

C. In addition to the foregoing, if this agreement is financed by Medicare reimbursements, then until the expiration of four (4) years after the furnishing of the services provided under this agreement, the CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the CONTRACTOR carries out the duties of the agreement through a subcontractor worth \$10,000.00 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

ARTICLE 22. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Cortland County.

ARTICLE 23. PRIVACY AND SECURITY (HIPAA)

(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH RELATE TO MEDICAL RECORD-KEEPING)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as "Exhibit E".

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____
Robert Corpora, County Administrator
Cortland County

Acknowledgement

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Corpora**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CONTRACTOR

Coach Bus Sales

DATE: _____

BY: _____

(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: _____ Date: _____

Title: _____

EXHIBIT B – DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug free workplace process. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify that employees, that, as a condition of working of the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law in the United States or any state or Cortland County, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Print Name: _____ Date: _____

Signature: _____ Title: _____

**EXHIBIT C - NON COLLUSIVE BIDDING CERTIFICATE REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

Section 139D, Statement of Non-Collusion in bids to the State:

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as its own organization, under penalty of perjury, that to the best of his/her knowledge, and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting completion.

A Bid shall not be considered for award nor shall any award be made where 1, 2, 3 above have not been complied with; provided however, that if in any case, the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

(Affix addendum to this page if space is required for statement.)

Subscribed to me under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals	Legal Residence
_____	_____
_____	_____
_____	_____

If Bidders are a corporation, complete the following:

Name	Legal Residence
President _____	_____
Vice President _____	_____
Secretary _____	_____
Treasurer _____	_____

Identifying Data:

Potential Contractor: _____

Address: _____

Telephone #: _____ Title: _____

E-Mail Address: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____

Signature: _____

Joint or combined bids by companies or firms must be certified by each participant.

Legal name of person or firm_____
Name_____
Title_____
Address_____
Legal name of person or firm_____
Name_____
Title_____
Address

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE**Conflict of Interest Disclosure Form**

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the contract. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from bidding and/or contracting.

Date: _____

Name: _____

Position: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Company: _____

Date: _____

EXHIBIT E**PRIVACY AND SECURITY (HIPAA)**

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

- (A) CONTRACTOR understands the importance of the privacy of a patient’s PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.
- (B) Further, CONTRACTOR understands that County’s patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- (C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:
 - 1. Properly manage and administer its functions.
 - 2. Meet its legal responsibilities.
 - 3. Provide data aggregation services relating to the health care operations of the COUNTY.
 - 4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
 - 5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- (D) The uses and disclosures of PHI that are required are those disclosures necessary:
 - 1. For patients to review their PHI.
 - 2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
 - 3. To allow the Secretary of Health and Human Services to determine County’s compliance with 45 CFR §164.504.
- (E) CONTRACTOR shall make the following assurances to COUNTY:
 - 1. CONTRACTOR agrees that it shall not use or disclose any patient’s PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and subsequent federal, state, and local regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the

- unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.
2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
 3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
 4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
 5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.
 6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
 7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
 8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.
 9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such

- information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.
- (F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services (“HHS”) or other federal or state entity for possible prosecution or sanctions.
- (G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- (H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR’s activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.
- (I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR’s policies and procedures to be “adequate” protection of a patient’s privacy rights relating to PHI, CONTRACTOR may elect to continue to use its own policies and procedures. The term “adequate” in this clause means CONTRACTOR’s policies and procedures meet the minimum privacy and security standards as set forth in COUNTY’s privacy and security policies and procedures.
- (J) COUNTY, through the appropriate Department will:
1. provide CONTRACTOR with its Privacy Notice;
 2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR’s permitted or required uses or disclosures; and
 3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.
- (K) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected

health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.

- (L) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.
- (M) Report to Security Officer of Cortland County any security incidents of which it becomes aware. (A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors

may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017

212-803-2414

email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Checklist of documents to be returned:

- ☐ Copy of signed contract
- ☐ Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for New York State Contracts (Appendix A)
- ☐ Exhibit B: Drug Free Workplace
- ☐ Exhibit C: Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law
- ☐ Exhibit D: Conflict of Interest Disclosure
- ☐ Exhibit E: Privacy and Security HIPAA Compliance (*if applicable*)
- ☐ Proof of Insurance (Liability, Disability, Workers' Compensation, Vehicle, etc.)
- ☐ Copy of NYS Certificate of Authority to do Business in New York State
- ☐ Proof that signatory is at least a 50% owner and has the authority to act on behalf of the business
- ☐ Copy of active NYS MWBE Certification (*if applicable*)
- ☐ Current W9

AGREEMENT

THIS AGREEMENT, entered into this day of , 2022, by and between the **COUNTY OF CORTLAND**, New York, (the “COUNTY”), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and Matthew Bus Alliance Inc., DBA Matthews Buses Commercial (the “CONTRACTOR”), with offices located at 4802 Colonial Drive, Orlando, FL 32808.

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish **Three (3) – 2019 or newer StarTrans, Freightliner S2C Chassis, 28 passenger with six (6) wheelchair stations buses as per attached equipment order form as it pertains to the Office of Government Services (OGS) contract and including all customer specific items (customer graphic, solid color paint single stage, non: Lot K buses from OGS Contract #PC69001, , NYS Vendor ID # 1100184280,-as specified in final order summary attached.**

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning December 17, 2021 and ending December 21, 2022.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

The COUNTY agrees to pay the Contractor, and the Contractor agrees to accept, in full payment for the performance of this Contract **Five Hundred Twelve Thousand Three Hundred Eleven Dollars and Forty-Four Cents**, said payment to be made within 30 days upon certification by the County that such equipment described above has been delivered in full compliance with the terms and provisions of this contract and documents referred to herein;

The required State and Federal clauses and each and every provision of law and clause required by applicable laws as though they were included in; and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, this Contract shall forthwith be physically amended to make such insertion.

ARTICLE 4. CONTRACTOR'S INSURANCE

A.1 The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (i) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (ii) Automobile coverage with a combined single limit of \$1,000,000.00.
- (iii) Statutory Workers' Compensation, Disability Coverage, and Unemployment Insurance.
- (iv) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.
- (v) Specialty Insurance as noted below:
 - (a) Not Applicable if checked ☐
 - (b) Type: _____ Coverage Limit _____

A.2 Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY and who have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligations of the CONTRACTOR and not those of the COUNTY. The CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph. The provision of insurance by the CONTRACTOR shall not in any way limit the CONTRACTOR'S liability under this agreement.

B. The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured. In addition, the CONTRACTOR must provide an endorsement to the policy showing that the COUNTY is actually insured together with a copy of the policy declarations page.

C.1 Each policy of insurance shall contain clauses to the effect that:

- (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests,
- (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days prior written notice to the COUNTY, directed to the contracting

department and the office of the County Attorney and to the office of the Chair of the Legislature, and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the CONTRACTOR.

C.2 To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claim made” basis, and all such “claims made” policies shall provide that:

- (i) Policy retroactive dates coincide with or precede the CONTRACTOR’S start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- (ii) The CONTRACTOR will maintain similar insurance for at least 6 years following final acceptance of the services;
- (iii) If the insurance is terminated for any reason, the CONTRACTOR agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County;
- (iv) Immediate notice shall be given to the COUNTY through the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement;
- (v) Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance of such Notice of termination. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement; and
- (vi) The CONTRACTOR shall obtain replacement insurance within ten (10) days in the absence of which CONTRACTOR shall be in breach of this Agreement.

D. All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

E. Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (i) That he/she/it is financially solvent, that he/she/it is licensed to the extent required by law, and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,

- (ii) That he/she/it has not been convicted of a crime under the laws of the United States or of any state,
- (iii) That he/she/it has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government,
- (iv) That no officer or employee of the County has an interest in this agreement, which would disqualify the CONTRACTOR from performing this agreement and receiving payment therefor,
- (v) That he/she/it's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations,
- (vi) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.
- (vii) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.

ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. APPROPRIATIONS

If this agreement is funded by a grant or contract between the COUNTY and the State or Federal government or is otherwise subject to legislative appropriation, the COUNTY shall not be liable beyond the funds authorized by such legislation or provided by the COUNTY, State or Federal governments.

In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination.

The COUNTY shall remain liable for all charges and expenses incurred prior to the date of termination.

If funding is reduced below the level authorized by the COUNTY and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the COUNTY to the CONTRACTOR.

ARTICLE 8. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

A. The COUNTY shall have the right to stop work or terminate the Contract if:

- (i) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or

- (ii) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
- (iii) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
- (iv) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
- (v) The CONTRACTOR fails or refuses to comply with all applicable laws, regulations or ordinances applicable to the performance of this agreement; or
- (vi) The determination that any representation or certification made under this agreement is untrue; or
- (vii) The CONTRACTOR violates any provision of the Contract;
- (viii) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
- (ix) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (x) COUNTY may terminate if the contract is not funded.

B. Upon termination of this agreement, the CONTRACTOR shall comply with all County close-out procedures, including but not limited to:

- (i) Accounting for and refunding to the COUNTY within 30 days, any unexpended funds which have been paid to the CONTRACTOR pursuant to this agreement;
- (ii) Not incur any further obligations pursuant to this agreement after the termination date;
- (iii) Submit to the COUNTY, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to CONTRACTOR'S performance of this agreement; and
- (iv) Furnishing within 30 days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the CONTRACTOR through or provided under this agreement, and carrying out any COUNTY directive concerning the disposition thereof.

C. If the COUNTY terminates this agreement for cause, the COUNTY may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the COUNTY to complete the services herein will be charged to the CONTRACTOR and/or set off against any sums due the CONTRACTOR.

- D. If the CONTRACTOR defaults, the COUNTY may at its option:
- (i) Terminate this agreement; and/or
 - (ii) Recover counsel fees and all costs incurred to enforce this agreement; and/or
 - (iii) Obtain replacement goods or services and hold the CONTRACTOR responsible for the replacement costs or expenses; and/or
 - (iv) Pursue such other remedies as may be available under law or this agreement.

These remedies are cumulative.

E. Notwithstanding any other provisions of this agreement, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of the agreement or failure to perform in accordance with applicable professional standards, and the COUNTY may withhold payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined. The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 9. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 10. MONITORING OF PERFORMANCE

The COUNTY shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The CONTRACTOR hereby consents to the examination of the CONTRACTOR'S records and agrees to provide to or permit the COUNTY to obtain copies of any documents relating to the performance of this agreement. The CONTRACTOR shall maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends; whichever last occurs.

ARTICLE 11. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an

officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit. As an independent contractor, the CONTRACTOR shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the CONTRACTOR'S personnel engaged in the performance of the services. However, if any personnel of the CONTRACTOR act in a manner that is detrimental to the COUNTY, the COUNTY may require the CONTRACTOR to remove or replace such personnel with respect to the performance of services under this agreement.

ARTICLE 12. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

ARTICLE 13. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 14. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 15. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 16. NOTICES

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the CONTRACTOR: Business Name: Matthews Bus Alliance DBA Matthews Buses Commercial
 Physical Address: 4802 Colonial Drive, Orlando, FL 32808
 Mailing Address: 4802 Colonial Drive, Orlando, FL 32808
 Contact Person: Rich Solano
 Telephone #: 518-390-1243 or 1-800-330-1175 X433
 E-Mail Address: rsolano@matthewsabusescommercial.com

To the COUNTY:	County Administrator (and) Planning Department		
	<table border="0"> <tr> <td style="vertical-align: top;"> County of Cortland 60 Central Avenue Cortland, New York 13045 </td> <td style="vertical-align: top;"> Trisha R. Jesset, PE 60 Central Avenue Cortland, New York 13045 </td> </tr> </table>	County of Cortland 60 Central Avenue Cortland, New York 13045	Trisha R. Jesset, PE 60 Central Avenue Cortland, New York 13045
County of Cortland 60 Central Avenue Cortland, New York 13045	Trisha R. Jesset, PE 60 Central Avenue Cortland, New York 13045		

ARTICLE 17. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 18. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 19. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 20. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 21. RECORDS RETENTION AND AUDIT

A. The COUNTY, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. Additionally, the CONTRACTOR shall:

- (i) Comply with any demands made by the COUNTY to provide information with respect to the payment of monies hereunder during the period covered by this paragraph;
- (ii) Maintain its books and records in accordance with generally accepted accounting principles or such other method of account, which is approved in writing by the COUNTY prior to the date of this agreement;
- (iii) Maintain the revenues and expenditures in connection with this agreement so they are separately identifiable;
- (iv) Fully document each expenditure or claim for payment. Expenditure or claims for payment which are not fully documented may be disallowed;
- (v) Agree to provide to or permit the COUNTY to examine or obtain copies of any documents relating to the payment of money to the CONTRACTOR or expenditures made by the CONTRACTOR for which reimbursement is made to the CONTRACTOR by the COUNTY;

(vi) Maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends.

B. If the CONTRACTOR has expended, in any fiscal year, \$300,000.00 or more in funds provided by the Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the COUNTY, the CONTRACTOR shall provide the COUNTY with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501, et seq., as amended, and the regulations adopted pursuant to such Act.

C. In addition to the foregoing, if this agreement is financed by Medicare reimbursements, then until the expiration of four (4) years after the furnishing of the services provided under this agreement, the CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the CONTRACTOR carries out the duties of the agreement through a subcontractor worth \$10,000.00 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

ARTICLE 22. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Cortland County.

ARTICLE 23. PRIVACY AND SECURITY (HIPAA)

(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH RELATE TO MEDICAL RECORD-KEEPING)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as "Exhibit E".

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____
Robert Corpora, County Administrator
Cortland County

Acknowledgement

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Corpora**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CONTRACTOR

Matthews Bus Alliance DBA Matthews Buses Commercial

DATE: _____

BY: _____

(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: _____ Date: _____

Title: _____

EXHIBIT B – DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug free workplace process. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify that employees, that, as a condition of working of the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law in the United States or any state or Cortland County, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Print Name: _____ Date: _____

Signature: _____ Title: _____

**EXHIBIT C - NON COLLUSIVE BIDDING CERTIFICATE REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

Section 139D, Statement of Non-Collusion in bids to the State:

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as its own organization, under penalty of perjury, that to the best of his/her knowledge, and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting completion.

A Bid shall not be considered for award nor shall any award be made where 1, 2, 3 above have not been complied with; provided however, that if in any case, the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

(Affix addendum to this page if space is required for statement.)

Subscribed to me under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals

Legal Residence

If Bidders are a corporation, complete the following:

Name

Legal Residence

President

Vice President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Address: _____

Telephone #: _____ Title: _____

E-Mail Address: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____

Signature: _____

Joint or combined bids by companies or firms must be certified by each participant.

Legal name of person or firm_____
Legal name of person or firm_____
Name_____
Name_____
Title_____
Title_____
Address_____
Address

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE**Conflict of Interest Disclosure Form**

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the contract. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from bidding and/or contracting.

Date: _____

Name: _____

Position: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Company: _____

Date: _____

EXHIBIT E**PRIVACY AND SECURITY (HIPAA)**

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

- (A) CONTRACTOR understands the importance of the privacy of a patient’s PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.
- (B) Further, CONTRACTOR understands that County’s patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- (C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:
 - 1. Properly manage and administer its functions.
 - 2. Meet its legal responsibilities.
 - 3. Provide data aggregation services relating to the health care operations of the COUNTY.
 - 4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
 - 5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- (D) The uses and disclosures of PHI that are required are those disclosures necessary:
 - 1. For patients to review their PHI.
 - 2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
 - 3. To allow the Secretary of Health and Human Services to determine County’s compliance with 45 CFR §164.504.
- (E) CONTRACTOR shall make the following assurances to COUNTY:
 - 1. CONTRACTOR agrees that it shall not use or disclose any patient’s PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and subsequent federal, state, and local regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure.

- CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.
2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
 3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
 4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
 5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.
 6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
 7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
 8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.
 9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement

- ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.
- (F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services (“HHS”) or other federal or state entity for possible prosecution or sanctions.
- (G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- (H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR’s activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.
- (I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR’s policies and procedures to be “adequate” protection of a patient’s privacy rights relating to PHI, CONTRACTOR may elect to continue to use its own policies and procedures. The term “adequate” in this clause means CONTRACTOR’s policies and procedures meet the minimum privacy and security standards as set forth in COUNTY’s privacy and security policies and procedures.
- (J) COUNTY, through the appropriate Department will:
1. provide CONTRACTOR with its Privacy Notice;
 2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR’s permitted or required uses or disclosures; and
 3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.
- (K) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.
- (L) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.

(M) Report to Security Officer of Cortland County any security incidents of which it becomes aware. (A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor

Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in

filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

CSEA Reallocations

<u>Position Title</u>	<u>Current Salary Grade</u>	<u>Proposed Salary Grade</u>
Cleaner	2	3
Driver	2	4
Food Service Helper	2	3
Laborer	2	3
Recycling Product Sorter	2	3
Watchperson	2	3
Senior Cleaner	4	7
Motor Vehicle Clerk	8	9
E&T Program Assistant	8	9
Building Maintenance Mechanic	9	10
Real Property Assistant	9	10
Secretary I	9	10
Senior Account Clerk	9	10
Delinquent Tax Receiver	10	11
Senior Motor Vehicle Clerk	10	11
Tax Map Technician	10	12
Probation Assistant	11	12
E&T Specialist	12	13
Principal Medical Services Clerk	12	13
Paralegal	14	15
Planner	16	17
Caseworker	17	18
Coord of Child Support Enforcement	17	18
Probation Officer	17	18
Social Welfare Manager	17	18
Building Maintenance Foreperson	18	19
Senior Caseworker	19	20
Senior Probation Officer	19	20
Youth Services Director (SPOA Coord)	20	21
Case Supervisor Grade B	21	22
Probation Supervisor	21	22
LMSW (Mental Health Clinician)	24	26
LCSW (Sr. Mental Health Clinician)	26	28



**Cortland County
Administrative Policy Manual**

**Employment Policy Manual for Department Heads, Management Employees and
Management/Confidential Employees**

Policy/Procedure Number: 01.001

Modified Date (s): 12/7/2005; 1/20/2012;
11/20/2012; 12/20/2012; 12/19/2013;
10/30/2014; 5/28/2015; 1/1/2016; 11/4/2016;
1/1/2017; 1/1/2018; 1/1/2019; 1/25/2019;
1/3/2020; 1/2/2021; 4/22/2021

Resolution No.: 106-21

Effective Date: 4/22/2021

Next Review: 4/22/2022

Objective: The purpose of this policy manual is to provide Department Heads, Management employees, and Management/Confidential employees with a reference for the basic terms and conditions of employment with Cortland County.

Reference (All applicable federal, state, and local laws):

Legislative Policy Statement: The County Legislature is committed to providing a high quality of services to the citizens of Cortland County. The administrative employees of the County are one of the essential elements required to fulfill this commitment. Through their leadership and professionalism, the Board's philosophy and policy is manifested in the efficient and effective operation of the County departments.

The County Legislature values the dedication and service of its administrative employees. The policy and the provisions contained herein establish and provide the terms and conditions of employment for Department Heads, Management, and Management/Confidential personnel in the employment of Cortland County Government. This policy statement is intended to provide those employees with a better understanding of the privileges and responsibilities of their positions and to assist in the mission of the professional delivery of services in Cortland County.

Responsible Department: Personnel Department

General Information:

I. Definitions: The term "Administrative employee" is used in this policy manual to refer to all employees who occupy positions that are exempt from the



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bargaining unit under the Taylor Law. For the purposes of this manual, we have defined the administrative employees by using four major categories, which are explained below. Policies or benefits that apply to all employees have been referred to as applying to Administrative employees or employees covered by this policy. Specific benefits or responsibilities that pertain to specific groups of employees, for example, Department Heads, have been noted as such.

Department Heads - Employees who are recommended by the County Administrator for appointment by the County Legislature. Department Heads function in the primary leadership position in the department and are directly responsible for the development of departmental policies and the implementation of legislative initiatives. The County Administrator will complete an annual performance evaluation on department heads based on legislative policies.

Management Employees - Employees who are appointed by the Department Head to positions authorized by the County Legislature. Management employees have significant managerial responsibility in the areas of supervision and policy formation.

Management/Confidential - Employees who perform support functions for management positions and/or other assignments, which require them to be unrepresented by collective bargaining agreements.

Elected Officials - Employees who are elected by popular vote. Due to their unique status, Elected officials are exempt from leave and attendance requirements and are therefore ineligible for any fringe benefits related thereto. They are also exempt from the probation period.

Positions within each category are included in Attachment B.

II. Policy:

A. Appointments

1. Full-Time Appointments

Department Heads, Management employees, and Management/Confidential employees are for fixed or continuing terms.

- a. Fixed Term Appointments - Certain appointments are for a pre-established number of years as prescribed by the N.Y.S. Constitution, State and County Law, General Municipal Law, and Local Law or Rule. Included in this



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category are appointments which are made for the “Term of the Board”, which is four years.

- b. Continuous Term Appointment - The remainder of appointments are continuous are, in most instances afforded Civil Service Status and Protection, and are renewed contingent on satisfactory performance and authorization by the County Legislature and/or the County Administrator or Department Head. This group includes administrative employees who are appointed “at the pleasure of” the County Legislature or the Department Head, within the confines of Civil Service. Information regarding the type of appointment is provided to candidates during the recruitment and selection process. Questions concerning the term of appointment may be directed to the Personnel Department.

2. Part-time Appointments and Benefits

In certain cases, the County Legislature may establish part-time and/or temporary appointments to accommodate unique situations. Employees appointed to part-time positions and who work less than the standard work week, shall receive the approved salary for the position and the statutory benefits referenced herein, including Retirement (if eligible), Unemployment Insurance, Social Security, Worker’s Compensation and Health, Dental and Vision Insurance. There shall be no earned leave benefits unless said part-time appointment consists of a regular schedule equal to or greater than one-half (1/2) of the standard work week for the position. In this case, leave benefits shall be prorated.

Fringe benefits shall be limited to the above-referenced items unless otherwise approved by the County Legislature.

3. Probationary Period

Employees in the classified service are subject to a probationary period in accordance with Cortland County Civil Service Rules. The classified service includes the Competitive, Non-Competitive, Exempt, and Labor classes of Civil Service. Employees who have been promoted to a position in the classified service are also subject to a probationary period.

Employees in the unclassified service or elected classification are not subject to a probationary period.



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4. Promotions

Administrative positions are critical to the efficient and effective operation of County government. It is the policy of Cortland County to seek professionals with the qualifications and experience necessary to fulfill this goal. Emphasis will be placed on recruitment of current employees who possess the qualifications, experience, and employment history necessary for the quality operation of the department. Employees who are promoted or working out-of-title shall be placed at the minimum of the new grade unless the current hourly rate is above the minimum, in which case, they will be placed in the Step immediately above their current hourly rate. No one shall exceed the top of the range for the new grade. Out-of-title shall be defined as duties and responsibilities assigned beyond that of an employee's regular position for a period greater than five consecutive business days due to an absence, exclusive of annual leave.

5. Secondary Employment

Full-time Employees covered by this policy understand and agree that their employment with the County is of primary importance, and that secondary employment must not inhibit or impede the efficient and effective performance of their job duties, responsibilities, or attendance; nor shall it impair their judgment in exercising of their official duties. Department Heads, Deputy Department Heads, and Division Heads will discuss and receive written approval annually from the County Administrator prior to engaging in secondary employment. Any changes to the terms of the secondary employment approval, requires subsequent approval. Copies of all correspondence will be kept in the personnel files.

Certain positions covered by this manual also have a prohibition on secondary employment embodied in New York State statute or local rule.

B. Compensation

1. Annual Salary

Cortland County maintains a competitive salary structure and benefit package for administrative employees. The County will review the compensation structure periodically to ensure it is competitive in current market conditions.

- a. A ~~six-four~~ step increment system (equal to a ~~410~~% increase between ~~two-year~~ steps) shall be implemented fitting each employee into the proper grade and step ~~in accordance with the MSD Study and length of service in an employee's title on January 1, 2005.~~ All employees covered by this policy manual are placed in the graded salary schedule which has been adopted by the County Legislature. This graded salary schedule shall receive an annual adjustment equal to the increase given to CSEA unit 6550.



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~~a.~~

- ~~b.~~ Employees ~~not at the job rate of the grade~~ shall move across the step increments as follows:~~to the next step upon the completion of 2, 4, 6, 8, or 10 years in the title upon their anniversary in that position. No employee may exceed the job rate of the grade.~~

Step 1: hire rate

Step 2: upon completion of two years in the position

Step 3: upon completion of four years in the position

Step 4: upon completion of ten years in the position

~~b.~~

- c. Employees shall begin employment at ~~the~~ Step 1 for the grade unless the County Administrator and Personnel Officer determines that the need for the services or the employee's experience require that compensation be fixed at a higher step ~~Step 2 or Step 3. Any prospective hire with a proposed step increase higher than Step 3 shall be submitted to the Government Operations Committee for review and a decision.~~

2. Longevity

Employees, with the exception of the District Attorney, who have been continuously employed with the County shall receive a non-cumulative annual longevity incentive upon completion of continuous County service in accordance with the schedule listed below.

	<u>Full Time</u>	<u>Part-Time (halftime or less)</u>
Completion of 15th Year	\$ 1,500	\$ 750
Completion of 20th Year	\$ 2,000	\$1,000
Completion of 25th Year	\$2,500	\$1,250
Completion of 30th Year	\$3,000	\$1,500
Completion of 35th Year	\$3,500	\$1,750

For the purposes of this program, continuous service shall be defined as no break in employment that exceeds one (1) year unless said break in service is the result of personal illness, accident, military service or layoff.

Employees who are less than full time but are more than half time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours. Employees who move from less than half-time to half-time or more will receive service credit for longevity purposes from the initial part time date of hire as long as the service is continuous.



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If an employee has been on full pay status for less than eleven (11) working days of the calendar month, longevity will not be credited for that calendar month.

Longevity payments shall be made by the County in one lump sum payment in a separate paycheck to the employee in the payroll period after the employee's anniversary date.

Only regularly scheduled employees who are on the County payroll at the time of longevity payment will be entitled to the longevity benefit. Employees who retire prior to the longevity payment will receive a prorated amount at the time of retirement based on their date of retirement.

3. Health, Dental, and Vision Insurance

a. Health Insurance:

Cortland County provides group health, hospitalization, major medical insurance, and prescription drug coverage through a self-insured Participating Provider Network (PPN) for all full time and part-time employees covered by this policy and their eligible dependents. Effective January 1, 2007, both the full and part-time employee share of this coverage shall be twenty percent (20%). The County's Health Benefits Program is fully described in the Plan Booklet.

* Effective 1/1/2023: All new employees hired under this plan on or after 1/1/2023 will be enrolled in the Personal Choice PPO Plan if they wish to enroll in the County's insurance.

Prescription Drug Coverage:

The County Health Insurance Plan includes a three tier formulary plan for prescription drugs. Employees may obtain prescription medications through the following providers and will pay the following co-pays:

Maintenance Medications

- i Employees may obtain available brand name prescription maintenance medications through the voluntary international mail order program from CortlandMeds at \$0 co pay. Please check available medications list at the Personnel Office or CortlandMeds.com.



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- ii Effective 1/1/2023, the following co-pays apply to 90-day maintenance medications through the mail order program:

<u>Generic</u>	<u>\$10</u>
<u>Brand Name Formulary</u>	<u>\$40</u>
<u>Brand Name Non-Formulary</u>	<u>\$70</u>

Effective 1/1/2023, the co-pay for specialty medications will be up to \$50 per 30-day supply.

- ~~ii Employees who fill prescriptions for maintenance medications through the domestic mail order program will pay one co-pay per 90-day supply:~~

~~\$10 for generic
\$20 for brand name formulary
\$35 for non-formulary~~

- iii Employees who fill prescriptions for maintenance medications at a retail pharmacy will pay one co-pay per 30-day supply. Only 30 day fills will be available at the retail pharmacy.

\$10 for generic
\$20 for brand name
\$35 for non-formulary

UPON THE FOURTH REFILL AT RETAIL, EMPLOYEES SHALL PAY A PENALTY CO PAY AT 50% OF THE **DRUG COST**.

Maintenance medications that are not able to be filled through the mail order program are excluded from the fourth refill penalty and may be processed as non-maintenance medications as described below.

Non-maintenance medications

\$10 for generic
\$20 for brand name formulary
\$35 for non-formulary

Employee contributions / Eligibility:

Employee contributions for the health insurance premium shall be deducted in equal amounts from each bi-weekly paycheck. Coverage for new employees hired prior to the 16th of the month shall become effective on the first of the following month. Coverage for new employees hired on or after the 16th of the month shall become effective on the first



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day of the second month following employment (e.g. date of hire of May 17 would result in coverage effective July 1).

Enrollment in the health insurance plan shall take effect as described herein or during the open enrollment period held at once per year.

b. Dental Insurance:

The County provides a self-insured dental plan for full-time and part-time employees. Employees shall be responsible for 50% of the monthly premium equivalent, if coverage is elected. Dependent coverage is available at 100% of the cost of the monthly premium equivalent.

c. Vision Insurance:

The County provides a self-insured vision plan for full-time and part-time employees. Employees shall be responsible for 50% of the monthly premium equivalent, if coverage is elected. Dependent coverage is available at 100% of the cost of the monthly premium equivalent.

The Employer provides the I.R.S. Section 125 spending account plan for employee contributions toward Health, Dental, Vision and other authorized and applicable health care related costs, and authorized and eligible day care expenses. The plan is administered by a Third Party Administrator and conforms with I.R.S. regulations.

4. Health Insurance coverage upon retirement

Employees shall be eligible to continue health coverage for themselves and any eligible dependents in retirement, provided they have met the following requirements:

- a. completion of a minimum of ten years of service (Employees hired on or after January 1, 2005 shall require ten (10) years continuous service) with Cortland County during which the employee was eligible to receive Health Insurance; and
- b. are employed by Cortland County at the time of retirement; and
- c. are enrolled in the health plan at the time of retirement; and
- d. provide the Employer with proof of retirement and otherwise meet the definition of retirement as specified by the NYS Retirement System.
- e. Be at least 55 years old;



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The Retiree's share of Health Insurance costs shall be as follows:

Employees who retire and were hired prior to January 1, 2006:

<u>Employee Share</u>	<u>County Share</u>
10%	90%

Employees hired on or after January 1, 2006:

	<u>Employee Share</u>	<u>County Share</u>
10 years service but less than 15 years	50%	50%
15 years service but less than 20 years	35%	65%
20 years service or more	20%	80%

For All Retirees: Upon qualification for Medicare Part B, all retirees must enroll and provide the Medicare Part B required information to the Personnel Department.

The spouse of a deceased retired employee may continue to participate in the County's Health Plan upon payment of 100% of the monthly premium equivalent.

5. Retirement

The County participates in the New York State Employee's Retirement System with all rights and benefits presently provided by the Career Retirement Plan under Section 75i and 14b of the Retirement and Social Security Law. ~~All permanent, full-time employees are enrolled in the New York State and Local Retirement System. A Retirement System booklet is provided at orientation. This booklet provides all basic information on the Retirement System benefits.~~ Due to changing legislation and regulations, you should check with the N.Y.S. and Local Retirement System directly to obtain information regarding your benefits.

In addition, Cortland County offers the following Retirement Enhancements:

* May not apply to 14b members

- a. Section 41(j) - the application of unused sick leave accruals towards additional service credit upon retirement
- b. Section 41(k) - military service credit buy back.



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- c. Section 60(b) - Minimum Death Benefit of up to three times the employee's annual rate of pay depending on length of service of employee at time of death and retirement tier.

6. Social Security

Social Security provides income protection when an employee's earnings either cease or are reduced as a result of retirement, disability, or death. Social Security benefits are based on the employee's salary history up to the maximum Social Security taxable wage base. Each payroll period, payroll deductions made by the employee are matched by Cortland County to provide this benefit. Complete information is available from the Social Security Office.

7. Worker's Compensation

Employees who suffer an injury or illness which is directly related to their employment shall be eligible for Worker's Compensation Benefits amounting to a maximum of two-thirds of an employee's salary, depending on the degree of injury. Employees must file the required report form immediately following the job related accident.



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8. Employee Assistance Program

The County will provide an Employee Assistance Program through a qualified provider of the County's choice. Employees will be responsible for any co-payments applicable to the services provided. All records of the Employee Assistance Program are confidential between the employee and the provider. The fact that an employee utilizes such assistance shall not impact promotional opportunities or job security.

9. Defense and Indemnification

The County of Cortland shall provide for the defense and indemnification of employees covered by this policy for actions or omissions made in the ordinary course of their employment in accordance with the procedures and policy outlined in Local Law # 3 of 2004. Employees requesting assistance under this section are advised to make a written request to their Department Head or County Administrator within three (3) business days of their receipt of any summons, complaint, process, notice, demand, or pleading that may require defense and indemnification coverage.

10. Deferred Compensation Plan (457c)

A Deferred Compensation Plan is a voluntary savings program created by federal and state law that enables public employees to save a portion of their gross pay before federal, state, and local income taxes are deducted. Currently, Cortland County participates in the NYS Deferred Compensation Program. The amount deferred accumulates tax free until the funds plus earnings are distributed, generally after retirement. Information regarding the complete details of the Deferred Compensation Program and payroll deduction forms are available in the Personnel Department.

11. Tuition Reimbursement

Employees covered by this policy are eligible for tuition, books and fees reimbursement for job related/advancement courses at the undergraduate and graduate level, subject to the approval of the Department Head and the oversight Committee. Reimbursement will be made at the four-year SUNY undergraduate or graduate rate, as applicable for approved courses upon receipt of satisfactory completion of the course. Employees who withdraw from a course after the deadline date for withdrawal without penalty may be required to reimburse the County for the cost of the course. The County will not duplicate reimbursement from any other source. Course requests are available in the Personnel Office.

The County shall reimburse the renewal cost of licenses and certifications required to perform their jobs.

An employee who resigns from County employment, excluding for reasons of disability, death or an event beyond the control of the employee, and has received tuition reimbursement shall be required to refund the County according to the following schedule:



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<u># of Months Since Course Completion</u>	<u>% Refund Due the County</u>
0 - 12	100
13 - 24	50
25 - 36	25

In the event an employee fails to make such refund by the resignation date, the employee shall forfeit payment of accrued vacation and compensatory time, not to exceed monies owed. Any remaining balance shall be deducted from the employee's final paycheck.

Professional development requests will be reviewed as part of the annual County budget process subject to procedures developed by the County Administrator.

12. Travel for County Business

Employees covered by this policy will be reimbursed for necessary and reasonable expenses incurred in the performance of County business in accordance with separate policy and upon submission of an approved claim form. Generally, mileage will be reimbursed at the rate in cents per mile that is allowed by the IRS.

Travel authorization and conference attendance shall be required in all cases involving out of County and overnight travel. Travel will be in accordance with the Cortland County Policy and Procedure Authorization to Travel.

13. Civil Service Exam Fees

Cortland County Managers and Administrators taking civil service examinations for Cortland County positions shall pay only the fee assessed the County by the New York State Municipal Service Division.

14. Safety Equipment

The County will, at its cost through reimbursement, provide managerial-level employees with necessary safety equipment and/or uniforms to carry out job duties. Requests for reimbursement will be processed by voucher submitted to the Manager of Audit and Financial Projects.



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C. Attendance and Leave Benefits

1. Office Hours

County Offices shall be open for the conduct of business and convenience of the public in strict accordance with the hours prescribed by the Cortland County Legislature and in accordance with existing State and County regulations.

(Generally, 8:30 a.m. - 4:30 p.m. 9:00 a.m. to 5:00 p.m. or 8:00a.m. to 4:00 p.m.)



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2. Base Work Day/Work Week

A. Department Heads and Management employees are responsible for performing the duties of their office. The work day is determined by the tasks to be performed. The work week for full time employees shall be a minimum of 35 hours per week or 40 hours per week, depending on the position. Part time employees vary dependent on the position.

Most Department Heads and Management employees are not eligible for overtime compensation; however, they may accumulate one (1) week of compensatory time on a rolling bank basis to be used during their employment. Part time employees compensation time may not exceed 40 hours unless approved by the County Administrator. Compensatory time will be earned hour for hour. Compensatory time is to be earned only for time worked in the actual performance of the job. Examples of time worked include (but not limited to) required attendance at evening Legislative Sessions, community meetings on evenings and weekends, completion of special projects requiring a deadline (ie: grant writing) and responding after hours and /or on weekends for work issues that cannot wait until normal work days/ hours. Compensatory time is not intended to be earned for occasional work at home, reading reports, or material that will otherwise prepare you and make you successful at your job.

Management employees shall receive prior approval to earn and use compensatory time from the Department Head. Earned and used compensatory time will be reported to Personnel like all other leave accruals.

*Compensation may be provided in special circumstances at the discretion of the County Administrator and report to oversight committee.

Department Heads are not required to obtain prior approval to earn compensatory time; however, in addition to reported, earned, and used compensatory time will be reported to Personnel like all other leave accruals. An e-mail will be sent to the County Administrator recording the date, reason, and amount earned.

Unused compensatory time will not be paid at time of separation from service for Grades 1-~~11~~12 Department Heads and Management Employees.

3. Emergency Management Responsibilities

It shall be the responsibility of all employees covered by this policy to report for duty at times and places designated by the Chairman of the Legislature or County Administrator, or their designee, when a natural disaster or emergency has occurred. Designated radio and television station(s) shall be considered as carrying official information. A designated phone number and County website will also be accessible.



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4. Holidays

Employees covered by this policy who, in the judgment of the Department Head, can be spared without interfering with the operation of the department, will be allowed time off with pay to observe the following holidays, provided such employee shall have worked the work day immediately preceding such holiday and provided such employee works the work day immediately following such holiday unless the employee is using paid benefit time, other than sick time, for which prior approval has been given. Employees who are required to work on a holiday will receive equal time off in lieu of the holiday.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

An annual holiday calendar will be issued by the Personnel Department designating when holidays will be observed.

In addition, employees on payroll prior to July 1st of any year will receive one (1) floating holiday.

If an employee is absent from work due to illness on either the last regularly scheduled work day prior to the holiday or the first regularly scheduled work day following the holiday, he/she shall forfeit being paid for the holiday unless the absence is verified by a medical provider's statement, if requested by the Department Head, Personnel Director or County Administrator.

5. Annual Leave

A. Annual Leave will be earned and credited monthly. New employees must start on or before the 15th of a month to receive annual leave credit for that month. On the first of January of each year of employment and every year of full-time continuous service thereafter, annual leave will be credited as follows:



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Years of Credit	Days of Vacation Accrued Monthly	Maximum Days Earned Annually
At Least		
1 month	0.8333	10
2 years	0.9167	11
3 years	1	12
4 years	1.0833	13
5 years	1.1667	14
6 years	1.25	15
7 years	1.3333	16
8 years	1.4167	17
9 years	1.5	18
10 years	1.5833	19
11 years	1.6667	20
15 years	1.75	21
18 years	1.8333	22
20 or more years	2.0833	25

For the first January 1 of employment, the employee shall be credited with two years of service credit for vacation. Each January 1 thereafter, the employee shall be credited with an additional year of service.

Part-time employees regularly scheduled to work greater than half the Full Time Equivalent will receive a pro-rated value of annual leave.

Employees shall not accrue vacation leave for any period during which they are off the payroll for more than half of the working days per month.

B. Department Heads and Management Employees may carry a maximum balance of 50 days of accumulated annual leave credit.

C. Management/Confidential employees may carry 50 days of accumulated annual leave.

D. Upon the termination of an employee, either by resignation or retirement, the employee works ten (10) working days (days do not need to be consecutive but must include the last day of employment) following the day written notification is given, unless the employee has a death in his/her immediate family (as defined in II.



Cortland County Administrative Policy Manual

Attendance and Leave Benefits- Bereavement) is required to report for jury duty (as defined in III. Attendance and Leave Benefits- Jury Duty) or is required to be absent from work for any other unforeseen reason that, at the discretion of the County Administrator and Personnel Officer, constitutes a valid reason for absence (for this clause only, if a paid holiday falls within the ten (10) day notice period, it shall be considered a day worked if all other required days are worked by the employee) Employees will receive a lump sum payment during the last payroll period for accumulated annual leave credits.

Employees shall submit requests for approval of use of annual leave to their Department Head. Department Heads shall notify the County Administrator and Chairperson of the oversight committee, in writing, of their intent to use consecutive days of annual leave, at least one (1) week in advance of the intended leave date, unless or except in special circumstances. Department Heads shall notify the County Administrator and Chairperson of the oversight committee when expecting to not report for work for the day

E. Annual Leave shall be used in minimum increments of fifteen (15) minutes.

~~E.F.~~ After six (6) months of continuous service, once per calendar year, upon written request to the Department Head/designee, an employee may choose to be compensated at their regular straight time rate of pay for up to 50% of their vacation balance. In order for an employee to eligible for a payout, the vacation balance may not be less than 80 hours at the time of the request.-

6. Use of Accrued Vacation to pay Health Insurance Premium

A. Effective January 1, 2015, employees may convert accrued vacation days to monies to be used toward payment of their health care premium. Up to 4 days may be converted annually. A minimum of 10 days of accrued vacation must be available at the time of declaration. *Effective 1/1/2022 up to 5 days.

Individuals will declare in writing the intent to make this conversion during the health care open enrollment period of the prior year. The dollar amount will be applied toward the employee's health care premium contribution for the next calendar year and spread out equally to each pay period.

B. At the time of retirement, employees may opt to apply some or all of their accrued vacation towards payment of retiree health insurance premiums. If the retiree should die prior to exhausting all of the accrued vacation, the remainder shall be paid to the retiree's estate.

7. Sick Leave

Absence from duty by an employee of Cortland County by reason of the employee's own sickness, disability, or medical/dental appointments or that of their immediate family,



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shall be allowed as provided in this section. Absence from duty for such reasons, if duly granted by the Department Head, shall be considered and known as "sick leave".

A. Sick leave shall be credited at the rate of one and one-half (1½) days per month. Half-time employees shall earn a pro-rated amount of sick leave. Employees shall be charged sick leave time for actual hours used, in a minimum increment of fifteen (15) minutes. Sick leave credits will be earned when an employee is on full and active pay status for fifty percent (50%) of the working days in the calendar month. Days during which an employee is out on Worker's Compensation, in excess of 20 days are not considered to be days on full pay status for purposes of earning sick leave.

B. An employee who is absent on sick leave shall report his absence, and reason therefore, to his supervisor at the earliest possible time but no later than 9:30 a.m.

C. Sick leave shall be granted by the Department Head. Department Heads who are absent under the provisions of this section shall notify the County Administrator if the absence is anticipated to be of an extended nature and/or will interfere with departmental operations.

D. After 3 consecutive days of illness or after 12 cumulative days of illness during a 12 month period, a medical certificate may be required. When a pattern of abuse of sick leave is suspected, the department head may, upon advance notice, require an employee to provide proof of illness at any other time. The department head also may require the employee to be examined, at the County's expense, by a physician designated by the County Administrator.

E. Employees may utilize sick leave during the statutory waiting period while under Workers' Compensation.

F. Employees may accumulate unused sick leave up to a maximum of 200 days.

G. An employee who is employed for a full calendar year and who does not use any sick leave during a calendar year shall accrue an extra day of annual leave.

H. At the time of retirement, employees shall use the first 165 *unused sick leave days as extra pension credit in accordance with the rules established by the New York State Employees Retirement System. Employees may convert up to 35 unused sick leave days in excess of the 165 on a two-for-one basis not to exceed \$1,750 to pay for the employee's portion of retiree health insurance.*Tier 6 employees hired after 12-31-14 are limited to one hundred (100) days or as provided in the retirement legislation for Tier 6.



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8. Emergency Pool

In conformance with the rules, the Personnel Officer is authorized to permit the use of hours in the pool by any current County employee who qualifies and makes a request for such hours based on a personal or family emergency. All decisions by the Personnel Officer shall be final and binding.

9. Family Sick Leave

A. An employee shall be allowed to use up to a maximum of thirty-five (35) hours [for a seven hour per day employee] or forty (40) hours [for an eight hour per day employee] of accumulated sick leave per calendar year for absence from work necessitated by illness of the employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including step sibling), grandparent, grandchild, parent-in-law, son/daughter-in-law or other person who is a member of the household. The Department Head may request written documentation from the employee to verify residency of other household members.

B. Effective July 1, 2008, each employee may use up to an additional thirty (30) days of sick leave for a family event which is Family Medical Leave qualified. The additional leave is not applicable for an intermittent FMLA request.

10. Personal Leave

A. Personal leave with pay shall be granted for religious observance or personal business.

B. Effective January 1st of each year, employees shall be credited with four days of personal leave. Employees who work at least half time shall receive prorated personal leave. Employees hired after January 1 or terminating service before December 31st shall receive a prorated share of personal leave credit.

C. Whenever possible, a request for personal leave should be submitted to the department head or their designee forty-eight (48) hours prior to the requested date. Department Heads shall notify the County Administrator's Office of instances where a Department Head will not be reporting for work for the day.



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D. Personal leave may be granted only with the approval of the department head. Unused personal leave time shall be carried over at the end of the year credited as accumulated sick leave.

During the first year of hire, personal time shall be prorated as follows:

Date of Hire	Time Earned (40 hr/week)	Time Earned
1/10-2/14	32 hours	28 hours
2/15- 3/31	28 hours	24.5 hours
4/1-5/14	24 hours	21 hours
5/15-6/30	20 hours	17.5 hours
7/1-8/14	16 hours	14 hours
8/15-9/30	12 hours	10.5 hours
10/1-11/14	8 hours	7 hours
11/15-12/31	4 hours	3.5 hours

Upon permanent separation from County service, the time allowed for use prior to separation shall be pro-rated as follows:

Date of Resignation	Total Time Allowed to be Used (40hrs/week)	Total Time Allowed to be Used (35hrs/week)
1/10-2/14	4 hours	3.5 hours
2/15-3/31	8 hours	7 hours
4/1-5/14	12 hours	10.5
5/15-6/30	16 hours	14 hours
7/1-8/14	20 hours	17.5 hours
8/15-9/30	24 hours	21 hours
10/1-11/14	28 hours	24.5 hours



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11/15-12/31	32 hours	28 ours
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11. Family Medical Leave

The County will abide by provisions and regulations of the Federal Family and Medical Leave Act (FMLA).



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12. Leaves of Absence

A. A leave of absence without pay of up to one year may be granted to employees covered by this policy. A written request for a leave of absence must be submitted to the County Administrator (for Department Heads) or to the Department Head (for Management and Management/ Confidential employees) at least four (4) weeks prior to the requested date of leave stating the reason for the leave and the anticipated duration of the leave. Department Heads will confer with the County Administrator and the Personnel Director prior to granting a leave to Management and Management/Confidential employees.

B. A leave of absence shall not be granted to accept other employment.

C. No leave shall be authorized which may exceed the remaining period of a term appointment.

D. Not less than thirty (30) days prior to the expiration of an employee's leave, the employee shall be required to submit written notification to the County Administrator or Department Head of their intention to return to work.

E. When an employee is on a leave of absence for one-half of a month or longer, sick leave, longevity and vacation will be pro-rated to reflect the leave. Employees on an unpaid leave of absence will be required to contribute the full cost of health insurance and any other paid fringe benefits for the period beyond three (3) months, except as otherwise provided by law or rule.

13. Bereavement Leave

A. In the event of the death of an employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including step sibling), grandparent, grandchild, parent-in-law, or other person who is a member of the household (the Department Head may request written documentation from the employee to verify residency of other household members), the employee shall be excused from work, if the employee was scheduled to work, with pay at his/her request, for up to four (4) days. One (1) day of the four (4) may be retained for funeral later interment and/or celebration.

The use of up to four (4) days referred to in "1" are to be used within thirty (30) days of the employee's receipt of notification of a qualifying death. The requested bereavement days must be used consecutively and cannot be spread over a 30-day period. Employees may still retain one (1) day for interment. Where special circumstances exist



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which prohibits use within the 30-day period, a request may be made to the County Personnel Officer for other accommodations. The Personnel Officer shall have sole authority to grant an exception.

- i. In the event of the death of any relative not outlined in Section 1 of this Article, the employee shall be excused from work at his/her request on the day of the funeral utilizing accrued personal leave, vacation leave, floating holiday or comp time.
- ii. Employees covered by this Agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

14. Jury Duty

Upon receipt of proof of the necessity of jury services or appearance as a witness to subpoena or other order of the court (for job related actions only), employees shall be granted leave with pay to provide time as needed for such service. Any compensation received, less expenses, for said service shall be returned to the County Treasurer within five (5) working days from the time it is received by the employee. An employee, who is dismissed for the day or from service within two (2) hours or more remaining in his/her regular scheduled work day is required to report to work.

15. Military Leave

Employees serving as a member of an organized militia or any reserve force or reserve component of the Armed Forces of the United States are entitled to paid leave not to exceed thirty (30) calendar days or twenty-two (22) work days, whichever occurs first, in accordance with Section 242 of Military Law. Requests for military leave should be presented to the Department Head or County Administrator as soon as possible upon receipt of orders.

Miscellaneous

16. Reasonable Suspicion Alcohol and Controlled Substance Policy

Cortland County intends to maintain a drug and alcohol free workplace and, as such, has adopted procedures for conducting screenings of all employees for the use of illegal drugs and improper use of prescription drugs and alcohol based upon reasonable suspicion.

17. Personal Appearance of Employees

It is important that all County employees project a professional image to the patients, clients and/or members of the general public with whom they interact. Employees are expected to dress in a manner appropriate to their working environment and to the type of work performed. Employees who are required to wear uniforms and safety equipment are expected to wear them in their entirety.



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18. Employee Evaluations

With the exception of Elected Officials, all employees under this policy shall receive an annual performance appraisal 60 days prior to their anniversary date in accordance with adopted Legislative Policy.

19. Equal Employment Opportunity

It is the policy of Cortland County to provide equal opportunity in employment for all qualified persons; to prohibit unlawful discrimination in employment; and to promote the full realization of equal opportunity on a continuing basis through a realistic Affirmative Action Plan.

This Policy of Equal Employment Opportunity:

Applies to all persons without regard to race, color, creed, national origin, age (18-70), sex, disability, religion, marital status, political affiliation, or criminal record.

Applies to all County organizational departments and governs all County employment practices, policies, and actions.

Provides that no local practice, or procedure or policy exists which serves to diminish or negate such equal opportunity.

All Department Heads, Management, and Management/Confidential employees are expected to comply with this policy directive and to insure equal opportunity in all Human Resources practices within their individual departments.

20. Code of Ethics

Employees shall be bound by Section 806 of the General Municipal Law and Resolution of the County Legislature adopting a Code of Ethics. Employees shall behave in the highest moral and ethical conduct in accordance with State and County Law. A copy of the County's Code of Ethics is provided upon hire.

21. External News Media

Employees covered by this policy are to interact with external new media (ie: broadcast, electronic print) as prescribed below to provide an effective and efficient framework to facilitate the timely, accurate, comprehensive, authoritative and relevant to all aspects of Cortland County.



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Refer all media inquiries to your respective department head. Please do not say you are not allowed to talk to the media. Instead, state that all media inquiries are to be directed to department heads. In some instances department heads may want to involve and/or refer to the County Attorney.

A department head may designate a deputy or an employee covered by this policy to speak in their absence. A written designation letter shall be filed with Personnel, County Attorney and the Clerk of the Legislature. Said designation may be revoked at any time.

22. Questions of Intent or Application of this Policy

Questions regarding the intent of proper application of any provision of this policy shall be directed to the Director of Personnel. The Director of Personnel shall meet with the County Administrator and Chairman of the Legislature to determine the proper course of action to take on any question.



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Attachment A – Graded Salary Schedule for 202~~21~~

Management Salary Table

Grade	Step 1 (0-2)	Step 2 (3-4)	Step 3 (5-10)	Step 4 (11+)
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>1</u>	\$ 103,719	\$ 114,091	\$ 125,500	\$ 138,050
<u>2</u>	\$ 96,483	\$ 106,131	\$ 116,745	\$ 128,419
<u>3</u>	\$ 89,752	\$ 98,727	\$ 108,600	\$ 119,460
<u>4</u>	\$ 83,490	\$ 91,839	\$ 101,023	\$ 111,125
<u>5</u>	\$ 77,665	\$ 85,432	\$ 93,975	\$ 103,372
<u>6</u>	\$ 72,247	\$ 79,471	\$ 87,418	\$ 96,160
<u>7</u>	\$ 67,206	\$ 73,927	\$ 81,319	\$ 89,451
<u>8</u>	\$ 62,517	\$ 68,769	\$ 75,646	\$ 83,211
<u>9</u>	\$ 58,156	\$ 63,971	\$ 70,368	\$ 77,405
<u>10</u>	\$ 54,098	\$ 59,508	\$ 65,459	\$ 72,005
<u>11</u>	\$ 50,324	\$ 55,356	\$ 60,892	\$ 66,981
<u>12</u>	\$ 46,813	\$ 51,494	\$ 56,644	\$ 62,308

Management Confidential Table

Grade	Hourly Step			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>1H</u>	\$16.0000	\$17.6000	\$19.3600	\$21.2960
<u>2H</u>	\$17.2000	\$18.9200	\$20.8120	\$22.8932
<u>3H</u>	\$18.4900	\$20.3390	\$22.3729	\$24.6102
<u>4H</u>	\$19.8768	\$21.8644	\$24.0509	\$26.4560
<u>5H</u>	\$21.3675	\$23.5043	\$25.8547	\$28.4402
<u>6H</u>	\$22.9701	\$25.2671	\$27.7938	\$30.5732
<u>7H</u>	\$24.6928	\$27.1621	\$29.8783	\$32.8661

**2021 GRADE AND STEP FOR MANAGEMENT CONFIDENTIAL
BASED ON A 2.0% INCREASE**

Grade	1	2	3	4	5	6
	hire rate	2-year	4-year	6-year	8-year	10-year
<u>1</u>	\$85,522	\$88,944	\$92,500	\$96,200	\$100,047	\$104,050
<u>2</u>	\$79,554	\$82,739	\$86,047	\$89,488	\$93,067	\$96,791
<u>3</u>	\$74,005	\$76,965	\$80,044	\$83,246	\$86,575	\$90,037
<u>4</u>	\$68,842	\$71,595	\$74,460	\$77,437	\$80,536	\$83,755



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5	\$64,039	\$66,601	\$69,264	\$72,034	\$74,916	\$77,913
6	\$59,571	\$61,953	\$64,432	\$67,008	\$69,689	\$72,477
7	\$55,414	\$57,632	\$59,936	\$62,335	\$64,827	\$67,421
8	\$51,547	\$53,611	\$55,757	\$57,986	\$60,304	\$62,717
9	\$47,952	\$49,870	\$51,865	\$53,939	\$56,096	\$58,341
10	\$44,607	\$46,391	\$48,248	\$50,175	\$52,185	\$54,272
11	\$41,494	\$43,154	\$44,881	\$46,675	\$48,543	\$50,484

**Management
Confidential**

5	\$21.8569	\$22.7313	\$23.6406	\$24.5861	\$25.5695	\$26.5925
4	\$20.2040	\$21.0120	\$21.8525	\$22.7267	\$23.6357	\$24.5813
3	\$19.4268	\$20.2040	\$21.0120	\$21.8525	\$22.7267	\$23.6357
2	\$18.6797	\$19.4268	\$20.2040	\$21.0120	\$21.8525	\$22.7267
1	\$17.9612	\$18.6797	\$19.4268	\$20.2040	\$21.0120	\$21.8525

~~*Amended by Resolution 351-20~~



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Attachment B – Positions within Grade

Department Heads/Management Employees

<u>Grade 1</u> Public Defender County Attorney Commissioner of Social Services Director of Information Technology Public Health Director Director Comm. Mental Health Services Superintendent of Highways Director of Finance	<u>Grade 2</u> Sheriff Undersheriff	<u>Grade 3</u> Personnel Officer-Chief Asst. District Attorney Chief Social Services Attorney Chief Assist. Public Defender Chief County Attorney	<u>Grade 4</u> Probation Director (Group B) Deputy Highway Supt. Deputy Public Health Director Director of Planning County Clerk Asst. District Attorney County Auditor Asst. Public Defender Asst. County Attorney Assistant Director of Finance Social Services Attorney Director of Emergency Response & Communications Manager of Audit and Financial Projects Deputy Director of Information Technology Plan Administrator Area Agency on Aging Director
<u>Grade 5</u> Director of Real Property-I Grant Administrator Director of Environmental Health Highway Engineering and Maintenance Supervisor Director of Community Health Services Deputy Commissioner of Social Services	<u>Grade 6</u> Director of Administrative Services Clinical Dir. of MH Deputy Personnel Officer Supervisor Solid Waste Management	<u>Grade 7</u> Bldg. & Grounds Superintendent Medical Director Medical Advisor Clerk of the Legislator Deputy Dir. of Real Property-I Asst. Dir. Area Agency on Aging Director of Program Development	<u>Grade 8</u> Public Health Program Manager Assistant Director of Administrative Services Recycling Coordinator Assistant Director of Emergency Response & Communications
<u>Grade 9</u> Emp. & Training Director Family Support Services Director CAC Coordinator Fiscal Manager	<u>Grade 10</u> Dir. of Veterans' Services Agency Dir. of Weights and Measures Nutrition Program Manager	<u>Grade 11</u> Deputy County Clerk Motor Vehicle Director Safety Officer Coroner County Treasurer Fiscal Officer Trainee Deputy Clerk of the Legislature Mobility Manager	



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<u>Grade 1</u> Election Clerk, Secretary to the Plan Administrator	<u>Grade 2</u> Secretary II Secretary to Co- Administrator Investigator Secretary to County Administration Secretary to the Commissioner of Social Services Secretary to County Attorney	<u>Grade 3</u> Sr. Election Clerk Secretary to Sheriff Secretary to D. A. Personnel Assistant	<u>Grade 4</u> Paralegal Personnel Tech. Trainee Office Manager Data Officer	<u>Grade 5</u> Personnel Technician Legal Associate Payroll Coordinator
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Grade 1
County Attorney

Grade 2
None

Grade 3
Commissioner of DSS
Director of Community Mental Health Services
Director of Finance
Director of Information Technology
Superintendent of Highway

Public Defender
Public Health Director
Sheriff
Personnel Officer

Grade 4
Deputy County Administrator
Chief Assistant District Attorney
Chief Assistant Public Defender

Undersheriff
Chief Assistant County Attorney
Chief DSS Attorney

Grade 5
Director of Planning
Deputy Director of Information Technology

Deputy Commissioner of DSS

Grade 6
Assistant County Attorney
Assistant District Attorney
Assistant Public Defender
Assistant Director of Finance
Social Services Attorney

Clinical Director of Mental Health
Manager of Audit and Financial Projects
Deputy Director of Community Mental Health Services
Deputy Public Health Director

Grade 7
Plan Administrator
Deputy Superintendent of Highways
County Clerk

Director of Environmental Health
Director of Program Development /DSS
Director of Real Property Tax Services



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Director of Administrative Services/DSS

Deputy Personnel Officer

Director of Community Health Services

Probation Director

Director of Emergency Response and Communication

Director of Area Agency on Aging

Attachment: 01.001_ManagementComp_2022-04-28_Redlined (123-22 : Adopt 2022 Compensation Plan - Personnel Department)



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Grade 8

Clerk of the Legislature

Superintendent of Buildings and Grounds

Epidemiology Manager

Grants Administrator (Workforce Development Director)

Highway Engineering and Maintenance Supervisor

Grade 9

Assistant Director of Emergency Response and Communication

Supervisor, Solid Waste Management

Family Support Services Director

Employment and Training Director

Grade 10

Assistant Director of Area Agency on Aging

Child Advocacy Center Coordinator

Deputy County Clerk

Director of Weights and Measures

Assistant Director of Administrative Services

Public Health Programs Manager

Grade 11

Director of Veterans Services

Executive Administrative Officer

Executive Assistant to County Administrator

Fiscal Manager

Mobility Manager

Grade 12

County Treasurer

Deputy Clerk of County Legislature

Motor Vehicle Director

Deputy Election Commissioner

Nutrition Program Manager

Recycling Coordinator

Coroners

Safety Officer



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Management/Confidential Employees

Grade 1H

Election Clerks

Grade 2H

Senior Election Clerks

Grade 3H

Personnel Assistant

Secretary to the Plan Administrator

Grade 4H

Data Officer

Personnel Technician Trainee

Grade 5H

Payroll Coordinator

Personnel Technician

Secretary to the County Attorney

Secretary to the District Attorney

Secretary II

Secretary to the Commissioner of Social Services

Secretary to the Sheriff

Grade 6H

Legal Associate

Paralegal

Grade 7H

Investigator (PT)

~~* Amended by Resolutions 99-21; 109-21; 110-21~~



**Cortland County
Administrative Policy Manual**

**Employment Policy Manual for Department Heads, Management Employees and
Management/Confidential Employees**

Policy/Procedure Number: 01.001

Modified Date (s): 12/7/2005; 1/20/2012;
11/20/2012; 12/20/2012; 12/19/2013;
10/30/2014; 5/28/2015; 1/1/2016; 11/4/2016;
1/1/2017; 1/1/2018; 1/1/2019; 1/25/2019;
1/3/2020; 1/2/2021; 4/22/2021

Resolution No.: 106-21

Effective Date: 4/22/2021

Next Review: 4/22/2022

Objective: The purpose of this policy manual is to provide Department Heads, Management employees, and Management/Confidential employees with a reference for the basic terms and conditions of employment with Cortland County.

Reference (All applicable federal, state, and local laws):

Legislative Policy Statement: The County Legislature is committed to providing a high quality of services to the citizens of Cortland County. The administrative employees of the County are one of the essential elements required to fulfill this commitment. Through their leadership and professionalism, the Board's philosophy and policy is manifested in the efficient and effective operation of the County departments.

The County Legislature values the dedication and service of its administrative employees. The policy and the provisions contained herein establish and provide the terms and conditions of employment for Department Heads, Management, and Management/Confidential personnel in the employment of Cortland County Government. This policy statement is intended to provide those employees with a better understanding of the privileges and responsibilities of their positions and to assist in the mission of the professional delivery of services in Cortland County.

Responsible Department: Personnel Department

General Information:

I. Definitions: The term "Administrative employee" is used in this policy manual to refer to all employees who occupy positions that are exempt from the



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bargaining unit under the Taylor Law. For the purposes of this manual, we have defined the administrative employees by using four major categories, which are explained below. Policies or benefits that apply to all employees have been referred to as applying to Administrative employees or employees covered by this policy. Specific benefits or responsibilities that pertain to specific groups of employees, for example, Department Heads, have been noted as such.

Department Heads - Employees who are recommended by the County Administrator for appointment by the County Legislature. Department Heads function in the primary leadership position in the department and are directly responsible for the development of departmental policies and the implementation of legislative initiatives. The County Administrator will complete an annual performance evaluation on department heads based on legislative policies.

Management Employees - Employees who are appointed by the Department Head to positions authorized by the County Legislature. Management employees have significant managerial responsibility in the areas of supervision and policy formation.

Management/Confidential - Employees who perform support functions for management positions and/or other assignments, which require them to be unrepresented by collective bargaining agreements.

Elected Officials - Employees who are elected by popular vote. Due to their unique status, Elected officials are exempt from leave and attendance requirements and are therefore ineligible for any fringe benefits related thereto. They are also exempt from the probation period.

Positions within each category are included in Attachment B.

II. Policy:

A. Appointments

1. Full-Time Appointments

Department Heads, Management employees, and Management/Confidential employees are for fixed or continuing terms.

- a. Fixed Term Appointments - Certain appointments are for a pre-established number of years as prescribed by the N.Y.S. Constitution, State and County Law, General Municipal Law, and Local Law or Rule. Included in this



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category are appointments which are made for the “Term of the Board”, which is four years.

- b. Continuous Term Appointment - The remainder of appointments are continuous are, in most instances afforded Civil Service Status and Protection, and are renewed contingent on satisfactory performance and authorization by the County Legislature and/or the County Administrator or Department Head. This group includes administrative employees who are appointed “at the pleasure of” the County Legislature or the Department Head, within the confines of Civil Service. Information regarding the type of appointment is provided to candidates during the recruitment and selection process. Questions concerning the term of appointment may be directed to the Personnel Department.

2. Part-time Appointments and Benefits

In certain cases, the County Legislature may establish part-time and/or temporary appointments to accommodate unique situations. Employees appointed to part-time positions and who work less than the standard work week, shall receive the approved salary for the position and the statutory benefits referenced herein, including Retirement (if eligible), Unemployment Insurance, Social Security, Worker’s Compensation and Health, Dental and Vision Insurance. There shall be no earned leave benefits unless said part-time appointment consists of a regular schedule equal to or greater than one-half (1/2) of the standard work week for the position. In this case, leave benefits shall be prorated.

Fringe benefits shall be limited to the above-referenced items unless otherwise approved by the County Legislature.

3. Probationary Period

Employees in the classified service are subject to a probationary period in accordance with Cortland County Civil Service Rules. The classified service includes the Competitive, Non-Competitive, Exempt, and Labor classes of Civil Service. Employees who have been promoted to a position in the classified service are also subject to a probationary period.

Employees in the unclassified service or elected classification are not subject to a probationary period.



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4. Promotions

Administrative positions are critical to the efficient and effective operation of County government. It is the policy of Cortland County to seek professionals with the qualifications and experience necessary to fulfill this goal. Emphasis will be placed on recruitment of current employees who possess the qualifications, experience, and employment history necessary for the quality operation of the department. Employees who are promoted or working out-of-title shall be placed at the minimum of the new grade unless the current hourly rate is above the minimum, in which case, they will be placed in the Step immediately above their current hourly rate. No one shall exceed the top of the range for the new grade. Out-of-title shall be defined as duties and responsibilities assigned beyond that of an employee's regular position for a period greater than five consecutive business days due to an absence, exclusive of annual leave.

5. Secondary Employment

Full-time Employees covered by this policy understand and agree that their employment with the County is of primary importance, and that secondary employment must not inhibit or impede the efficient and effective performance of their job duties, responsibilities, or attendance; nor shall it impair their judgment in exercising of their official duties. Department Heads, Deputy Department Heads, and Division Heads will discuss and receive written approval annually from the County Administrator prior to engaging in secondary employment. Any changes to the terms of the secondary employment approval, requires subsequent approval. Copies of all correspondence will be kept in the personnel files.

Certain positions covered by this manual also have a prohibition on secondary employment embodied in New York State statute or local rule.

B. Compensation

1. Annual Salary

Cortland County maintains a competitive salary structure and benefit package for administrative employees. The County will review the compensation structure periodically to ensure it is competitive in current market conditions.

- a. A four step increment system (equal to a 10% increase between steps) shall be implemented fitting each employee into the proper grade and step. All employees covered by this policy manual are placed in the graded salary schedule which has been adopted by the County Legislature. This graded salary schedule shall receive an annual adjustment equal to the increase given to CSEA unit 6550.



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b. Employees shall move across the step increments as follows:

Step 1: hire rate

Step 2: upon completion of two years in the position

Step 3: upon completion of four years in the position

Step 4: upon completion of ten years in the position

c. Employees shall begin employment at Step 1 for the grade unless the County Administrator and Personnel Officer determines that the need for the services or the employee's experience require that compensation be fixed at a higher step.

2. Longevity

Employees, with the exception of the District Attorney, who have been continuously employed with the County shall receive a non-cumulative annual longevity incentive upon completion of continuous County service in accordance with the schedule listed below.

	<u>Full Time</u>	<u>Part-Time (halftime or less)</u>
Completion of 15th Year	\$ 1,500	\$ 750
Completion of 20th Year	\$ 2,000	\$1,000
Completion of 25th Year	\$2,500	\$1,250
Completion of 30th Year	\$3,000	\$1,500
Completion of 35th Year	\$3,500	\$1,750

For the purposes of this program, continuous service shall be defined as no break in employment that exceeds one (1) year unless said break in service is the result of personal illness, accident, military service or layoff.

Employees who are less than full time but are more than half time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours. Employees who move from less than half-time to half-time or more will receive service credit for longevity purposes from the initial part time date of hire as long as the service is continuous.

If an employee has been on full pay status for less than eleven (11) working days of the calendar month, longevity will not be credited for that calendar month.

Longevity payments shall be made by the County in one lump sum payment in a separate paycheck to the employee in the payroll period after the employee's anniversary date.



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Only regularly scheduled employees who are on the County payroll at the time of longevity payment will be entitled to the longevity benefit. Employees who retire prior to the longevity payment will receive a prorated amount at the time of retirement based on their date of retirement.

3. Health, Dental, and Vision Insurance

a. Health Insurance:

Cortland County provides group health, hospitalization, major medical insurance, and prescription drug coverage through a self-insured Participating Provider Network (PPN) for all full time and part-time employees covered by this policy and their eligible dependents. Effective January 1, 2007, both the full and part-time employee share of this coverage shall be twenty percent (20%). The County's Health Benefits Program is fully described in the Plan Booklet.

* Effective 1/1/2023: All new employees hired under this plan on or after 1/1/2023 will be enrolled in the Personal Choice PPO Plan if they wish to enroll in the County's insurance.

Prescription Drug Coverage:

The County Health Insurance Plan includes a three tier formulary plan for prescription drugs. Employees may obtain prescription medications through the following providers and will pay the following co-pays:

Maintenance Medications

- i Employees may obtain available brand name prescription maintenance medications through the voluntary international mail order program from CortlandMeds at \$0 co pay. Please check available medications list at the Personnel Office or CortlandMeds.com.
- ii Effective 1/1/2023, the following co-pays apply to 90-day maintenance medications through the mail order program:

Generic	\$10
Brand Name Formulary	\$40
Brand Name Non-Formulary	\$70



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Effective 1/1/2023, the co-pay for specialty medications will be up to \$50 per 30-day supply.

- iii Employees who fill prescriptions for maintenance medications at a retail pharmacy will pay one co-pay per 30-day supply. Only 30 day fills will be available at the retail pharmacy.

\$10 for generic
\$20 for brand name
\$35 for non-formulary

UPON THE FOURTH REFILL AT RETAIL, EMPLOYEES SHALL PAY A PENALTY CO PAY AT 50% OF THE **DRUG COST**.

Maintenance medications that are not able to be filled through the mail order program are excluded from the fourth refill penalty and may be processed as non-maintenance medications as described below.

Non-maintenance medications

\$10 for generic
\$20 for brand name formulary
\$35 for non-formulary

Employee contributions / Eligibility:

Employee contributions for the health insurance premium shall be deducted in equal amounts from each bi-weekly paycheck. Coverage for new employees hired prior to the 16th of the month shall become effective on the first of the following month. Coverage for new employees hired on or after the 16th of the month shall become effective on the first day of the second month following employment (e.g. date of hire of May 17 would result in coverage effective July 1).

Enrollment in the health insurance plan shall take effect as described herein or during the open enrollment period held at once per year.

b. Dental Insurance:

The County provides a self-insured dental plan for full-time and part-time employees. Employees shall be responsible for 50% of the monthly premium equivalent, if coverage is elected. Dependent coverage is available at 100% of the cost of the monthly premium equivalent.



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c. Vision Insurance:

The County provides a self-insured vision plan for full-time and part-time employees. Employees shall be responsible for 50% of the monthly premium equivalent, if coverage is elected. Dependent coverage is available at 100% of the cost of the monthly premium equivalent.

The Employer provides the I.R.S. Section 125 spending account plan for employee contributions toward Health, Dental, Vision and other authorized and applicable health care related costs, and authorized and eligible day care expenses. The plan is administered by a Third Party Administrator and conforms with I.R.S. regulations.

4. Health Insurance coverage upon retirement

Employees shall be eligible to continue health coverage for themselves and any eligible dependents in retirement, provided they have met the following requirements:

- a. completion of a minimum of ten years of service (Employees hired on or after January 1, 2005 shall require ten (10) years continuous service) with Cortland County during which the employee was eligible to receive Health Insurance; and
- b. are employed by Cortland County at the time of retirement; and
- c. are enrolled in the health plan at the time of retirement; and
- d. provide the Employer with proof of retirement and otherwise meet the definition of retirement as specified by the NYS Retirement System.
- e. Be at least 55 years old;

The Retiree's share of Health Insurance costs shall be as follows:

Employees who retire and were hired prior to January 1, 2006:

<u>Employee Share</u>	<u>County Share</u>
10%	90%

Employees hired on or after January 1, 2006:

	<u>Employee Share</u>	<u>County Share</u>
10 years service but less than 15 years	50%	50%
15 years service but less than 20 years	35%	65%



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20 years service or more

20%

80%

For All Retirees: Upon qualification for Medicare Part B, all retirees must enroll and provide the Medicare Part B required information to the Personnel Department.

The spouse of a deceased retired employee may continue to participate in the County's Health Plan upon payment of 100% of the monthly premium equivalent.

5. Retirement

The County participates in the New York State Employee's Retirement System with all rights and benefits presently provided by the Career Retirement Plan under Section 75i and 14b of the Retirement and Social Security Law. All permanent, full-time employees are enrolled in the New York State and Local Retirement System. Due to changing legislation and regulations, you should check with the N.Y.S. and Local Retirement System directly to obtain information regarding your benefits.

In addition, Cortland County offers the following Retirement Enhancements:

* May not apply to 14b members

- a. Section 41(j) - the application of unused sick leave accruals towards additional service credit upon retirement
- b. Section 41(k) - military service credit buy back.
- c. Section 60(b) - Minimum Death Benefit of up to three times the employee's annual rate of pay depending on length of service of employee at time of death and retirement tier.

6. Social Security

Social Security provides income protection when an employee's earnings either cease or are reduced as a result of retirement, disability, or death. Social Security benefits are based on the employee's salary history up to the maximum Social Security taxable wage base. Each payroll period, payroll deductions made by the employee are matched by Cortland County to provide this benefit. Complete information is available from the Social Security Office.

7. Worker's Compensation

Employees who suffer an injury or illness which is directly related to their employment shall be eligible for Worker's Compensation Benefits amounting to a maximum of two-thirds of an employee's salary, depending on the degree of injury.



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Employees must file the required report form immediately following the job related accident.

8. Employee Assistance Program

The County will provide an Employee Assistance Program through a qualified provider of the County's choice. Employees will be responsible for any co-payments applicable to the services provided. All records of the Employee Assistance Program are confidential between the employee and the provider. The fact that an employee utilizes such assistance shall not impact promotional opportunities or job security.

9. Defense and Indemnification

The County of Cortland shall provide for the defense and indemnification of employees covered by this policy for actions or omissions made in the ordinary course of their employment in accordance with the procedures and policy outlined in Local Law # 3 of 2004. Employees requesting assistance under this section are advised to make a written request to their Department Head or County Administrator within three (3) business days of their receipt of any summons, complaint, process, notice, demand, or pleading that may require defense and indemnification coverage.

10. Deferred Compensation Plan (457c)

A Deferred Compensation Plan is a voluntary savings program created by federal and state law that enables public employees to save a portion of their gross pay before federal, state, and local income taxes are deducted. Currently, Cortland County participates in the NYS Deferred Compensation Program. The amount deferred accumulates tax free until the funds plus earnings are distributed, generally after retirement. Information regarding the complete details of the Deferred Compensation Program and payroll deduction forms are available in the Personnel Department.

11. Tuition Reimbursement

Employees covered by this policy are eligible for tuition, books and fees reimbursement for job related/advancement courses at the undergraduate and graduate level, subject to the approval of the Department Head and the oversight Committee. Reimbursement will be made at the four-year SUNY undergraduate or graduate rate, as applicable for approved courses upon receipt of satisfactory completion of the course. Employees who withdraw from a course after the deadline date for withdrawal without penalty may be required to reimburse the County for the cost of the course. The County will not duplicate reimbursement from any other source. Course requests are available in the Personnel Office.

The County shall reimburse the renewal cost of licenses and certifications required to perform their jobs.

An employee who resigns from County employment, excluding for reasons of



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disability, death or an event beyond the control of the employee, and has received tuition reimbursement shall be required to refund the County according to the following schedule:

<u># of Months Since Course Completion</u>	<u>% Refund Due the County</u>
0 - 12	100
13 - 24	50
25 - 36	25

In the event an employee fails to make such refund by the resignation date, the employee shall forfeit payment of accrued vacation and compensatory time, not to exceed monies owed. Any remaining balance shall be deducted from the employee's final paycheck.

Professional development requests will be reviewed as part of the annual County budget process subject to procedures developed by the County Administrator.

12. Travel for County Business

Employees covered by this policy will be reimbursed for necessary and reasonable expenses incurred in the performance of County business in accordance with separate policy and upon submission of an approved claim form. Generally, mileage will be reimbursed at the rate in cents per mile that is allowed by the IRS.

Travel authorization and conference attendance shall be required in all cases involving out of County and overnight travel. Travel will be in accordance with the Cortland County Policy and Procedure Authorization to Travel.

13. Civil Service Exam Fees

Cortland County Managers and Administrators taking civil service examinations for Cortland County positions shall pay only the fee assessed the County by the New York State Municipal Service Division.

14. Safety Equipment

The County will, at its cost through reimbursement, provide managerial-level employees with necessary safety equipment and/or uniforms to carry out job duties. Requests for reimbursement will be processed by voucher submitted to the Manager of Audit and Financial Projects.



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C. Attendance and Leave Benefits

1. Office Hours

County Offices shall be open for the conduct of business and convenience of the public in strict accordance with the hours prescribed by the Cortland County Legislature and in accordance with existing State and County regulations.

(Generally, 8:30 a.m. - 4:30 p.m. 9:00 a.m. to 5:00 p.m. or 8:00a.m. to 4:00 p.m.)

2. Base Work Day/Work Week

A. Department Heads and Management employees are responsible for performing the duties of their office. The work day is determined by the tasks to be performed. The work week for full time employees shall be a minimum of 35 hours per week or 40 hours per week, depending on the position. Part time employees vary dependent on the position.

Most Department Heads and Management employees are not eligible for overtime compensation; however, they may accumulate one (1) week of compensatory time on a rolling bank basis to be used during their employment. Part time employees compensation time may not exceed 40 hours unless approved by the County Administrator. Compensatory time will be earned hour for hour. Compensatory time is to be earned only for time worked in the actual performance of the job. Examples of time worked include (but not limited to) required attendance at evening Legislative Sessions, community meetings on evenings and weekends, completion of special projects requiring a deadline (ie: grant writing) and responding after hours and /or on weekends for work issues that cannot wait until normal work days/ hours. Compensatory time is not intended to be earned for occasional work at home, reading reports, or material that will otherwise prepare you and make you successful at your job.

Management employees shall receive prior approval to earn and use compensatory time from the Department Head. Earned and used compensatory time will be reported to Personnel like all other leave accruals.

*Compensation may be provided in special circumstances at the discretion of the County Administrator and report to oversight committee.

Department Heads are not required to obtain prior approval to earn compensatory time; however, in addition to reported, earned, and used compensatory time will be reported to Personnel like all other leave accruals. An e-mail will be sent to the County Administrator recording the date, reason, and amount earned.

Unused compensatory time will not be paid at time of separation from service for Grades 1-12 Department Heads and Management Employees.



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3. Emergency Management Responsibilities

It shall be the responsibility of all employees covered by this policy to report for duty at times and places designated by the Chairman of the Legislature or County Administrator, or their designee, when a natural disaster or emergency has occurred. Designated radio and television station(s) shall be considered as carrying official information. A designated phone number and County website will also be accessible.

4. Holidays

Employees covered by this policy who, in the judgment of the Department Head, can be spared without interfering with the operation of the department, will be allowed time off with pay to observe the following holidays, provided such employee shall have worked the work day immediately preceding such holiday and provided such employee works the work day immediately following such holiday unless the employee is using paid benefit time, other than sick time, for which prior approval has been given. Employees who are required to work on a holiday will receive equal time off in lieu of the holiday.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

An annual holiday calendar will be issued by the Personnel Department designating when holidays will be observed.

In addition, employees on payroll prior to July 1st of any year will receive one (1) floating holiday.

If an employee is absent from work due to illness on either the last regularly scheduled work day prior to the holiday or the first regularly scheduled work day following the holiday, he/she shall forfeit being paid for the holiday unless the absence is verified by a medical provider's statement, if requested by the Department Head, Personnel Director or County Administrator.

5. Annual Leave

A. Annual Leave will be earned and credited monthly. New employees must start on or before the 15th of a month to receive annual leave credit for that month. On the first of January of each year of employment and every year of full-time continuous service thereafter, annual leave will be credited as follows:



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Years of Credit	Days of Vacation Accrued Monthly	Maximum Days Earned Annually
At Least		
1 month	0.8333	10
2 years	0.9167	11
3 years	1	12
4 years	1.0833	13
5 years	1.1667	14
6 years	1.25	15
7 years	1.3333	16
8 years	1.4167	17
9 years	1.5	18
10 years	1.5833	19
11 years	1.6667	20
15 years	1.75	21
18 years	1.8333	22
20 or more years	2.0833	25

For the first January 1 of employment, the employee shall be credited with two years of service credit for vacation. Each January 1 thereafter, the employee shall be credited with an additional year of service.

Part-time employees regularly scheduled to work greater than half the Full Time Equivalent will receive a pro-rated value of annual leave.

Employees shall not accrue vacation leave for any period during which they are off the payroll for more than half of the working days per month.

B. Department Heads and Management Employees may carry a maximum balance of 50 days of accumulated annual leave credit.

C. Management/Confidential employees may carry 50 days of accumulated annual leave.

D. Upon the termination of an employee, either by resignation or retirement, the employee works ten (10) working days (days do not need to be consecutive but must include the last day of employment) following the day written notification is given, unless the employee has a death in his/her immediate family (as defined in II.



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Attendance and Leave Benefits- Bereavement) is required to report for jury duty (as defined in III. Attendance and Leave Benefits- Jury Duty) or is required to be absent from work for any other unforeseen reason that, at the discretion of the County Administrator and Personnel Officer, constitutes a valid reason for absence (for this clause only, if a paid holiday falls within the ten (10) day notice period, it shall be considered a day worked if all other required days are worked by the employee) Employees will receive a lump sum payment during the last payroll period for accumulated annual leave credits.

Employees shall submit requests for approval of use of annual leave to their Department Head. Department Heads shall notify the County Administrator and Chairperson of the oversight committee, in writing, of their intent to use consecutive days of annual leave, at least one (1) week in advance of the intended leave date, unless or except in special circumstances. Department Heads shall notify the County Administrator and Chairperson of the oversight committee when expecting to not report for work for the day

E. Annual Leave shall be used in minimum increments of fifteen (15) minutes.

F. After six (6) months of continuous service, once per calendar year, upon written request to the Department Head/designee, an employee may choose to be compensated at their regular straight time rate of pay for up to 50% of their vacation balance. In order for an employee to eligible for a payout, the vacation balance may not be less than 80 hours at the time of the request.

6. Use of Accrued Vacation to pay Health Insurance Premium

A. Effective January 1, 2015, employees may convert accrued vacation days to monies to be used toward payment of their health care premium. Up to 4 days may be converted annually. A minimum of 10 days of accrued vacation must be available at the time of declaration. *Effective 1/1/2022 up to 5 days.

Individuals will declare in writing the intent to make this conversion during the health care open enrollment period of the prior year. The dollar amount will be applied toward the employee's health care premium contribution for the next calendar year and spread out equally to each pay period.

B. At the time of retirement, employees may opt to apply some or all of their accrued vacation towards payment of retiree health insurance premiums. If the retiree should die prior to exhausting all of the accrued vacation, the remainder shall be paid to the retiree's estate.

7. Sick Leave

Absence from duty by an employee of Cortland County by reason of the employee's own sickness, disability, or medical/dental appointments or that of their immediate family,



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shall be allowed as provided in this section. Absence from duty for such reasons, if duly granted by the Department Head, shall be considered and known as "sick leave".

A. Sick leave shall be credited at the rate of one and one-half (1½) days per month. Half-time employees shall earn a pro-rated amount of sick leave. Employees shall be charged sick leave time for actual hours used, in a minimum increment of fifteen (15) minutes. Sick leave credits will be earned when an employee is on full and active pay status for fifty percent (50%) of the working days in the calendar month. Days during which an employee is out on Worker's Compensation, in excess of 20 days are not considered to be days on full pay status for purposes of earning sick leave.

B. An employee who is absent on sick leave shall report his absence, and reason therefore, to his supervisor at the earliest possible time but no later than 9:30 a.m.

C. Sick leave shall be granted by the Department Head. Department Heads who are absent under the provisions of this section shall notify the County Administrator if the absence is anticipated to be of an extended nature and/or will interfere with departmental operations.

D. After 3 consecutive days of illness or after 12 cumulative days of illness during a 12 month period, a medical certificate may be required. When a pattern of abuse of sick leave is suspected, the department head may, upon advance notice, require an employee to provide proof of illness at any other time. The department head also may require the employee to be examined, at the County's expense, by a physician designated by the County Administrator.

E. Employees may utilize sick leave during the statutory waiting period while under Workers' Compensation.

F. Employees may accumulate unused sick leave up to a maximum of 200 days.

G. An employee who is employed for a full calendar year and who does not use any sick leave during a calendar year shall accrue an extra day of annual leave.

H. At the time of retirement, employees shall use the first 165 *unused sick leave days as extra pension credit in accordance with the rules established by the New York State Employees Retirement System. Employees may convert up to 35 unused sick leave days in excess of the 165 on a two-for-one basis not to exceed \$1,750 to pay for the employee's portion of retiree health insurance.*Tier 6 employees hired after 12-31-14 are limited to one hundred (100) days or as provided in the retirement legislation for Tier 6.



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8. Emergency Pool

In conformance with the rules, the Personnel Officer is authorized to permit the use of hours in the pool by any current County employee who qualifies and makes a request for such hours based on a personal or family emergency. All decisions by the Personnel Officer shall be final and binding.

9. Family Sick Leave

A. An employee shall be allowed to use up to a maximum of thirty-five (35) hours [for a seven hour per day employee] or forty (40) hours [for an eight hour per day employee] of accumulated sick leave per calendar year for absence from work necessitated by illness of the employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including step sibling), grandparent, grandchild, parent-in-law, son/daughter-in-law or other person who is a member of the household. The Department Head may request written documentation from the employee to verify residency of other household members.

B. Effective July 1, 2008, each employee may use up to an additional thirty (30) days of sick leave for a family event which is Family Medical Leave qualified. The additional leave is not applicable for an intermittent FMLA request.

10. Personal Leave

A. Personal leave with pay shall be granted for religious observance or personal business.

B. Effective January 1st of each year, employees shall be credited with four days of personal leave. Employees who work at least half time shall receive prorated personal leave. Employees hired after January 1 or terminating service before December 31st shall receive a prorated share of personal leave credit.

C. Whenever possible, a request for personal leave should be submitted to the department head or their designee forty-eight (48) hours prior to the requested date. Department Heads shall notify the County Administrator's Office of instances where a Department Head will not be reporting for work for the day.

D. Personal leave may be granted only with the approval of the department head. Unused personal leave time shall be carried over at the end of the year credited as accumulated sick leave.



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During the first year of hire, personal time shall be prorated as follows:

Date of Hire	Time Earned (40 hr/week)	Time Earned
1/10-2/14	32 hours	28 hours
2/15- 3/31	28 hours	24.5 hours
4/1-5/14	24 hours	21 hours
5/15-6/30	20 hours	17.5 hours
7/1-8/14	16 hours	14 hours
8/15-9/30	12 hours	10.5 hours
10/1-11/14	8 hours	7 hours
11/15-12/31	4 hours	3.5 hours

Upon permanent separation from County service, the time allowed for use prior to separation shall be pro-rated as follows:

Date of Resignation	Total Time Allowed to be Used (40hrs/week)	Total Time Allowed to be Used (35hrs/week)
1/10-2/14	4 hours	3.5 hours
2/15-3/31	8 hours	7 hours
4/1-5/14	12 hours	10.5
5/15-6/30	16 hours	14 hours
7/1-8/14	20 hours	17.5 hours
8/15-9/30	24 hours	21 hours
10/1-11/14	28 hours	24.5 hours
11/15-12/31	32 hours	28 ours

11. Family Medical Leave

The County will abide by provisions and regulations of the Federal Family and Medical Leave Act (FMLA).



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12. Leaves of Absence

A. A leave of absence without pay of up to one year may be granted to employees covered by this policy. A written request for a leave of absence must be submitted to the County Administrator (for Department Heads) or to the Department Head (for Management and Management/ Confidential employees) at least four (4) weeks prior to the requested date of leave stating the reason for the leave and the anticipated duration of the leave. Department Heads will confer with the County Administrator and the Personnel Director prior to granting a leave to Management and Management/Confidential employees.

B. A leave of absence shall not be granted to accept other employment.

C. No leave shall be authorized which may exceed the remaining period of a term appointment.

D. Not less than thirty (30) days prior to the expiration of an employee's leave, the employee shall be required to submit written notification to the County Administrator or Department Head of their intention to return to work.

E. When an employee is on a leave of absence for one-half of a month or longer, sick leave, longevity and vacation will be pro-rated to reflect the leave. Employees on an unpaid leave of absence will be required to contribute the full cost of health insurance and any other paid fringe benefits for the period beyond three (3) months, except as otherwise provided by law or rule.

13. Bereavement Leave

A. In the event of the death of an employee's parent (including stepparents and foster parents), spouse, child (including stepchild and foster child), sibling (including step sibling), grandparent, grandchild, parent-in-law, or other person who is a member of the household (the Department Head may request written documentation from the employee to verify residency of other household members), the employee shall be excused from work, if the employee was scheduled to work, with pay at his/her request, for up to four (4) days. One (1) day of the four (4) may be retained for funeral later interment and/or celebration.

The use of up to four (4) days referred to in "1" are to be used within thirty (30) days of the employee's receipt of notification of a qualifying death. The requested bereavement days must be used consecutively and cannot be spread over a 30-day period. Employees may still retain one (1) day for interment. Where special circumstances exist



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which prohibits use within the 30-day period, a request may be made to the County Personnel Officer for other accommodations. The Personnel Officer shall have sole authority to grant an exception.

- i. In the event of the death of any relative not outlined in Section 1 of this Article, the employee shall be excused from work at his/her request on the day of the funeral utilizing accrued personal leave, vacation leave, floating holiday or comp time.
- ii. Employees covered by this Agreement who are less than full-time shall receive a pro-rated value of the full-time equivalent of the scheduled full-time hours.

14. Jury Duty

Upon receipt of proof of the necessity of jury services or appearance as a witness to subpoena or other order of the court (for job related actions only), employees shall be granted leave with pay to provide time as needed for such service. Any compensation received, less expenses, for said service shall be returned to the County Treasurer within five (5) working days from the time it is received by the employee. An employee, who is dismissed for the day or from service within two (2) hours or more remaining in his/her regular scheduled work day is required to report to work.

15. Military Leave

Employees serving as a member of an organized militia or any reserve force or reserve component of the Armed Forces of the United States are entitled to paid leave not to exceed thirty (30) calendar days or twenty-two (22) work days, whichever occurs first, in accordance with Section 242 of Military Law. Requests for military leave should be presented to the Department Head or County Administrator as soon as possible upon receipt of orders.

Miscellaneous

16. Reasonable Suspicion Alcohol and Controlled Substance Policy

Cortland County intends to maintain a drug and alcohol free workplace and, as such, has adopted procedures for conducting screenings of all employees for the use of illegal drugs and improper use of prescription drugs and alcohol based upon reasonable suspicion.

17. Personal Appearance of Employees

It is important that all County employees project a professional image to the patients, clients and/or members of the general public with whom they interact. Employees are expected to dress in a manner appropriate to their working environment and to the type of work performed. Employees who are required to wear uniforms and safety equipment are expected to wear them in their entirety.



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18. Employee Evaluations

With the exception of Elected Officials, all employees under this policy shall receive an annual performance appraisal 60 days prior to their anniversary date in accordance with adopted Legislative Policy.

19. Equal Employment Opportunity

It is the policy of Cortland County to provide equal opportunity in employment for all qualified persons; to prohibit unlawful discrimination in employment; and to promote the full realization of equal opportunity on a continuing basis through a realistic Affirmative Action Plan.

This Policy of Equal Employment Opportunity:

Applies to all persons without regard to race, color, creed, national origin, age (18-70), sex, disability, religion, marital status, political affiliation, or criminal record.

Applies to all County organizational departments and governs all County employment practices, policies, and actions.

Provides that no local practice, or procedure or policy exists which serves to diminish or negate such equal opportunity.

All Department Heads, Management, and Management/Confidential employees are expected to comply with this policy directive and to insure equal opportunity in all Human Resources practices within their individual departments.

20. Code of Ethics

Employees shall be bound by Section 806 of the General Municipal Law and Resolution of the County Legislature adopting a Code of Ethics. Employees shall behave in the highest moral and ethical conduct in accordance with State and County Law. A copy of the County's Code of Ethics is provided upon hire.

21. External News Media

Employees covered by this policy are to interact with external new media (ie: broadcast, electronic print) as prescribed below to provide an effective and efficient framework to facilitate the timely, accurate, comprehensive, authoritative and relevant to all aspects of Cortland County.

Refer all media inquiries to your respective department head. Please do not say you are not allowed to talk to the media. Instead, state that all media inquiries are to be directed to department heads. In some instances department heads may want to involve and/or refer to the County Attorney.



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A department head may designate a deputy or an employee covered by this policy to speak in their absence. A written designation letter shall be filed with Personnel, County Attorney and the Clerk of the Legislature. Said designation may be revoked at any time.

22. Questions of Intent or Application of this Policy

Questions regarding the intent of proper application of any provision of this policy shall be directed to the Director of Personnel. The Director of Personnel shall meet with the County Administrator and Chairman of the Legislature to determine the proper course of action to take on any question.



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Attachment A – Graded Salary Schedule for 2022

Management Salary Table

Grade	Step 1 (0-2)		Step 2 (3-4)		Step 3 (5-10)		Step 4 (11+)	
	1		2		3		4	
1	\$	103,719	\$	114,091	\$	125,500	\$	138,050
2	\$	96,483	\$	106,131	\$	116,745	\$	128,419
3	\$	89,752	\$	98,727	\$	108,600	\$	119,460
4	\$	83,490	\$	91,839	\$	101,023	\$	111,125
5	\$	77,665	\$	85,432	\$	93,975	\$	103,372
6	\$	72,247	\$	79,471	\$	87,418	\$	96,160
7	\$	67,206	\$	73,927	\$	81,319	\$	89,451
8	\$	62,517	\$	68,769	\$	75,646	\$	83,211
9	\$	58,156	\$	63,971	\$	70,368	\$	77,405
10	\$	54,098	\$	59,508	\$	65,459	\$	72,005
11	\$	50,324	\$	55,356	\$	60,892	\$	66,981
12	\$	46,813	\$	51,494	\$	56,644	\$	62,308

Management Confidential Table

Grade	Hourly Step			
	1	2	3	4
1H	\$16.0000	\$17.6000	\$19.3600	\$21.2960
2H	\$17.2000	\$18.9200	\$20.8120	\$22.8932
3H	\$18.4900	\$20.3390	\$22.3729	\$24.6102
4H	\$19.8768	\$21.8644	\$24.0509	\$26.4560
5H	\$21.3675	\$23.5043	\$25.8547	\$28.4402
6H	\$22.9701	\$25.2671	\$27.7938	\$30.5732
7H	\$24.6928	\$27.1621	\$29.8783	\$32.8661



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Attachment B – Positions within Grade

Department Heads/Management Employees

Grade 1

County Attorney

Grade 2

None

Grade 3

Commissioner of DSS

Director of Community Mental Health Services

Director of Finance

Director of Information Technology

Superintendent of Highway

Public Defender

Public Health Director

Sheriff

Personnel Officer

Grade 4

Deputy County Administrator

Chief Assistant District Attorney

Chief Assistant Public Defender

Undersheriff

Chief Assistant County Attorney

Chief DSS Attorney

Grade 5

Director of Planning

Deputy Director of Information Technology

Deputy Commissioner of DSS

Grade 6

Assistant County Attorney

Assistant District Attorney

Assistant Public Defender

Assistant Director of Finance

Social Services Attorney

Clinical Director of Mental Health

Manager of Audit and Financial Projects

Deputy Director of Community Mental Health Services

Deputy Public Health Director

Grade 7

Plan Administrator

Deputy Superintendent of Highways

County Clerk

Director of Administrative Services/DSS

Director of Community Health Services

Director of Emergency Response and Communication

Director of Environmental Health

Director of Program Development /DSS

Director of Real Property Tax Services

Deputy Personnel Officer

Probation Director

Director of Area Agency on Aging



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Grade 8

Clerk of the Legislature

Superintendent of Buildings and Grounds

Epidemiology Manager

Grants Administrator (Workforce Development Director)

Highway Engineering and Maintenance Supervisor

Grade 9

Assistant Director of Emergency Response and Communication

Supervisor, Solid Waste Management

Family Support Services Director

Employment and Training Director

Grade 10

Assistant Director of Area Agency on Aging

Child Advocacy Center Coordinator

Deputy County Clerk

Director of Weights and Measures

Assistant Director of Administrative Services

Public Health Programs Manager

Grade 11

Director of Veterans Services

Executive Administrative Officer

Executive Assistant to County Administrator

Fiscal Manager

Mobility Manager

Grade 12

County Treasurer

Deputy Clerk of County Legislature

Motor Vehicle Director

Deputy Election Commissioner

Nutrition Program Manager

Recycling Coordinator

Coroners

Safety Officer



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Management/Confidential Employees

Grade 1H

Election Clerks

Grade 2H

Senior Election Clerks

Grade 3H

Personnel Assistant

Secretary to the Plan Administrator

Grade 4H

Data Officer

Personnel Technician Trainee

Grade 5H

Payroll Coordinator

Personnel Technician

Secretary to the County Attorney

Secretary to the District Attorney

Secretary II

Secretary to the Commissioner of Social Services

Secretary to the Sheriff

Grade 6H

Legal Associate

Paralegal

Grade 7H

Investigator (PT)



ARPA
Business Grant Program

April 2022



BDC Allocation Request -- \$500,000
County Allocation -- \$300,000

BDC Establishes 3 funding programs:

- * Downtown Business Assistance
- * Façade Improvement
- * Small Business Expansion



Initial 86 applications for funding totaling nearly \$700,000

Eligibility review cuts 16 projects and \$140,000 in requests

70 applicants now seeking \$556,117 in grant funding

Total project costs of \$927,583 leverages \$396,466 in private investment



County ARPA funding sufficient to cover grant requests only for the Small Business Expansion Program (\$298,325).

* \$503,872 total project costs

*Leverages \$205,547 in private investment



Several of the enterprises funded through the Small Business Expansion Grant Program are adding new products and services thereby creating additional revenue streams which helps strengthen those small businesses against future economic downturns.



The Cortland County BDC is seeking additional county ARPA funding in the amount of **\$300,000**. These funds are needed to cover requests for the two remaining programs:

- * Downtown Business Assistance
\$25,000
- * Façade Improvement
\$232,792



Fully funding the program enables more than \$900,000 in spending, leverages \$400,000 in private investment, and maximizes program input across county municipalities including the Towns of Cincinnatus, Cortlandville, Cuyler Marathon, Truxton, and Virgil. Funded businesses are also located in the Villages of McGraw and Homer.



The additional funding requested will support the Sign Façade and Street Frontage program. These funds will enable property owners to rehabilitate properties in the Towns of Cincinnatus, Cortlandville, Homer, Marathon, Truxton as well as the Village of McGraw and the City of Cortland to replace or repair exterior lighting, signage, doors, and awning. Projects also include masonry repairs and new windows. These investments will improve the overall appearance of communities thereby increasing traffic, increasing sales tax revenue and supporting assessed values.



41 percent of the businesses selected for funding support Cortland County's tourism industry.

11 percent of the business selected for funding are agriculture-based businesses. Among those agricultural enterprises are equine services, maple production, and a new brewery.

31 percent of the businesses selected for funding are minority or women owned business enterprises.

Other business sectors targeted for funding include personal services, entertainment, education, retail, construction, professional services, and dining,