



Cortland County Legislature

Legislative Session

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

~ Minutes ~

Thursday, August 28, 2025

6:00 PM

Board Room

Public Hearings

1. Local Law "F" of 2025 - A Local Law Providing for the Administration and Enforcement of the New York State Uniform Fire Prevention and Building Code in the County of Cortland

RESULT:	CLOSED [UNANIMOUS]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

2. Local Law "G" of 2025 - A Local Law Creating an Exception to the Residency Requirement for County Administrator of the County of Cortland

RESULT:	CLOSED [UNANIMOUS]
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

Call to Order

The meeting was called to order at 6:03 PM by Chair of the Legislature Kevin Fitch

Salute to the Flag

Roll Call

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County	Legislator	Present	
Cathy Bischoff	Cortland County	Legislator	Present	
Reed Cleland	Cortland County	Legislator	Present	
Mitchel Eccleston	Cortland County	Legislator	Present	
Beau Harbin	Cortland County	Minority Leader	Present	
Paul Heider	Cortland County	Majority Leader	Present	
Linda Jones	Cortland County	Legislator	Present	
Dominick Mantella	Cortland County	Legislator	Present	
William McGovern	Cortland County	Legislator	Present	
Joseph Nauseef	Cortland County	Legislator	Present	
Christopher Newell	Cortland County	Legislator	Present	
Jason Prentice	Cortland County	Legislator	Present	
Sandra Price	Cortland County	Legislator	Excused	
Ronald J. Van Dee	Cortland County	Legislator	Present	

Keith VanGorder	Cortland County	Legislator	Present	
Eugene Waldbauer	Cortland County	Legislator	Present	
Kevin Fitch	Cortland County	Chair of the Legislature	Present	

Approval of Minutes

1. Cortland County Legislature - Legislative Session - Jun 26, 2025 6:00 PM

RESULT:	APPROVED
----------------	-----------------

2. Cortland County Legislature - Special Meeting - Jul 17, 2025 6:00 PM

RESULT:	APPROVED
----------------	-----------------

3. Cortland County Legislature - Special Meeting - Jul 24, 2025 6:00 PM

RESULT:	APPROVED
----------------	-----------------

Privilege of the Floor

1. Privilege of the Floor

RESULT:	COMPLETED
----------------	------------------

Proclamations & Recognitions

1. Proclamation Honoring the Retirement of DMV Clerk, Alice Moore

RESULT:	COMPLETED
----------------	------------------

2. Proclamation Honoring the Retirement of Sergeant Amber Morsch

RESULT:	COMPLETED
----------------	------------------

Presentation of Petitions, Communications, Presentations and Notices

1. Grant Administration Update - Morgan Spaulding, Grant Administrator

RESULT:	COMPLETED
----------------	------------------

2. Assured Partners - Presentation of Medicare Advantage Plan and Pharmacy Benefit Management RFP

RESULT:	COMPLETED
----------------	------------------

Reports of Standing, Special and Ad Hoc Committees

Receive and File

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

Referred from the Finance & Administration Committee

AGENDA ITEM NO. 1 – Local Law 8 of 2025 - A Local Law Creating an Exception to the Residency Requirement for County Administrator of the County of Cortland

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 157-25

Local Law 8 of 2025 - A Local Law Creating an Exception to the Residency Requirement for County Administrator of the County of Cortland

WHEREAS, the position of County Administrator requires a combination of specialized education and experience; AND

WHEREAS, it is becoming increasingly difficult to find qualified candidates who also reside in Cortland County; AND

WHEREAS, it is the desire of the Legislature to have the ability to consider all qualified applicants regardless of residency; AND

WHEREAS, the Finance and Administration Committee of the Cortland County Legislature has recommended changes to the residency requirement for the position of County Administrator; AND

WHEREAS, a public hearing was held on August 28, 2025 before the Cortland County Legislature; AND

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

Be it enacted by the Cortland County Legislature as follows:

Local Law 8 of 2025 - A Local Law Creating an Exception to the Residency Requirement for County Administrator of the County of Cortland

SECTION 1.

Preface: It is a strong desire of the Cortland County community to install Cortland County residents in the position of County Administrator for the County of Cortland (hereafter, “County Administrator”). It is a strong belief of Cortland County that Cortland County residents are knowledgeable about and concerned with the affairs of Cortland County. As has been recognized by the Courts, we believe that a resident of our County has a stake in the life of this community that is not necessarily shared by a non-resident. A resident is more likely to be familiar with local problems, conditions and needs, and is better qualified to perform the duties of the relevant office in question. *DeHond v. Nyquest*; (65 Misc. 2d 526, 529-530, 318 NYS2d (1971)). At the same time, however, the complexity and breadth of Cortland County Government present a challenge with respect to staffing and recruitment. We recognize that the pool of candidates from which we draw in our County is responsible and caring; however, it is sometimes difficult to staff an office from the pool in Cortland County. This law is being passed based upon the existence of the residency requirement in Public Officer's Law §3.

SECTION 2.

Local Law No. 7 of 2002, as amended by Local Law No. 5 of the Year 2018, established the Office of

County Administrator for the County of Cortland.

SECTION 3.

Purpose: It is the purpose of this Local Law to confirm the commitment of Cortland County to hire residents who have the necessary qualifications and skills to meet the requirements of the position for County Administrator. This Law will permit Cortland County to alleviate the problem of staffing and recruitment by permitting Cortland County to solicit candidates for the office of County Administrator from the Counties contiguous to Cortland County in the event of an inability to recruit a sufficient number of qualified candidates from within Cortland County for the position.

SECTION 4.

Authority: Under the Municipal Home Rule Law, Section 10, the County of Cortland has the authority to authorize a non-resident to hold the position of County Administrator.

SECTION 5.

Authority of Cortland County to Hire Applicants for the Position of County Administrator of Cortland County: Upon a finding by the Legislature that all recruitment efforts have been adequately pursued, the Legislature shall be authorized to consider and hire applicants who are residents from any contiguous Counties to Cortland County to the positions of County Administrator.

SECTION 6.

Severability: If any section of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof that can be given effect without the invalid provision, but shall be confined in its operation to the section thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 7.

Effect: This local law shall take effect upon filing in the Office of the Secretary of State as provided by Section 27 of the Municipal Home Rule Law.

AGENDA ITEM NO. 2 – Appoint Cortland County Administrator

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 158-25

Appoint Cortland County Administrator

WHEREAS, on August 28, 2025, the Cortland County Legislature adopted Local Law No. 8 of 2025, A Local Law Creating an Exception to the Residency Requirement for County Administrator of the County of Cortland, which permits the County Legislature to consider qualified candidates for the position of County Administrator from contiguous counties when recruitment efforts within Cortland

County have been exhausted; AND

WHEREAS, pursuant to Local Law No. 7 of 2002, as amended by Local Law No. 5 of 2018 and Local Law No. 8 of 2025, the Cortland County Legislature shall appoint a County Administrator for a fixed term; AND

WHEREAS, the position of County Administrator requires a combination of specialized education and experience and the Legislature desires to consider all qualified applicants regardless of residency; AND

WHEREAS, the Finance and Administration Committee of the Cortland County Legislature has recommended the appointment of a County Administrator to fill the vacancy effective October 6, 2025; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature does hereby appoint Michael Ponticiello to serve as County Administrator for a term not to exceed four (4) years effective October 6, 2025, contingent upon the filing of Local Law No. 8 of 2025 with the New York State Department of State; AND BE IT FURTHER

RESOLVED, that this appointment shall also be contingent upon execution of an employment agreement between the County of Cortland and the appointed County Administrator; AND BE IT FURTHER

RESOLVED, that the Chair of the Cortland County Legislature is hereby authorized to execute said employment agreement consistent with the terms approved by the Legislature; AND BE IT FURTHER

RESOLVED, that Michael Ponticiello shall receive a starting annual salary of \$170,500 as County Administrator (off-scale, management/management confidential, 40 hrs/week, unclassified class), and shall be entitled to all terms, conditions, and benefits in accordance with the Employment Policy Manual for Employment Policy Manual for Department Heads, Management Employees, Management /Confidential Employees, unless otherwise agreed upon in the employment agreement.

Consent Agenda

Mr. Harbin MADE A MOTION to consider agenda item numbers 2, 3, 6, 7, 8, 10, 12, 13, 16, 17, 18, 19, 20, 23, 24, 27, 28, 29, 30, 31, and 32 as a consent agenda; Mr. Heider SECONDED THE MOTION, and upon unanimous voice vote of members present; MOTION CARRIED.

AGENDA ITEM NO. 3 – Authorize an Amendment to the Memorandum of Agreement with the City of Cortland and the Town of Cortlandville for the Shared Services Mobile Stage

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF FITCH

RESOLUTION NO. 159-25

Authorize an Amendment to the Memorandum of Agreement with the City of Cortland and the Town of Cortlandville for the Shared Services Mobile Stage

WHEREAS, Cortland County, the City of Cortland, and the Town of Cortlandville applied for a grant to acquire a Shared Services Mobile Stage, with the Town of Cortlandville serving as lead agency; AND

WHEREAS, the Cortland County Legislature previously authorized execution of a Memorandum of Agreement through Resolution No. 193-24; AND

WHEREAS, it is necessary to amend the agreement to reflect updated terms agreed upon by the parties; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorizes the County Administrator and/or Chair of the Legislature, upon review and approval by the County Attorney or designee, to execute an amendment to the Memorandum of Agreement with the City of Cortland and the Town of Cortlandville for the Shared Services Mobile Stage, with all other provisions of the original agreement remaining in effect.

AGENDA ITEM NO. 4 – Create One Per Diem Network Technician - Personnel

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF HEIDER

RESOLUTION NO. 160-25

Create One Per Diem Network Technician - Personnel

WHEREAS, the needs of the agency will be better served by creating one per diem position of Network Technician; AND

WHEREAS, the Public Works Committee recommends the creation of this position; NOW THEREFORE BE IT

RESOLVED, that one position of Network Technician (Grade 18, \$26.3374-33.3363/hr, CSEA, competitive class, per diem, up to 17 hrs/week, no benefits), be created with approval to fill on August 29, 2025.

AGENDA ITEM NO. 5 – Accept New York State Department of Transportation Aviation Grant for Chase Field - County Airport

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF HEIDER

RESOLUTION NO. 161-25

Accept New York State Department of Transportation Aviation Grant for Chase Field - County Airport

WHEREAS, the County has been awarded a grant from the New York State Department of Transportation in the amount of \$289,500 to support the acquisition of snow removal equipment and other airport-related improvements at Chase Field, the Cortland County Airport; AND

WHEREAS, acceptance of this grant will help ensure safe and efficient airport operations; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature accepts the grant; AND BE IT FURTHER

RESOLVED, that the Chair of the Legislature and/or County Administrator is authorized to execute any necessary agreements and take all actions required to implement the award, upon approval of the County Attorney or designee; AND BE IT FURTHER

RESOLVED, that the Director of Finance is authorized to make any budgetary or account adjustments necessary to accept and manage the grant funds.

AGENDA ITEM NO. 6 – Authorize Agreement for Installation of Building Access Control System at 111 Port Watson Street - IT

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF HEIDER

RESOLUTION NO. 162-25

Authorize Agreement for Installation of Building Access Control System at 111 Port Watson Street - IT

WHEREAS, Cortland County is in the process of completing the new Mental Health Building at 111 Port Watson Street, Cortland, NY; AND

WHEREAS, an access control system is required for the safety and security of the building, its occupants, and visitors; AND

WHEREAS, the County solicited multiple quotes for the purchase and installation of access control systems for the Mental Health Building security system; AND

WHEREAS, the quotes received are as follows:

Vendor Name	Address	Amount
Linstar Security	430 Lawrence Bell Drive, Suite 1 Buffalo, New York 14221-7085	\$29,491.25
Day Automation	7931 Rae Boulevard Victor, NY 14564	\$80,971.39
IK Systems	7625 County Rd. 42 Victor, NY 14564	\$57,206.26

WHEREAS, after a careful review and consideration of all quotes, it is in the best interest of Cortland County to enter into an agreement with Linstar Security, of 430 Lawrence Bell Drive, Suite 1, Buffalo, NY 14221-7085, the lowest responsible bidder, for the purchase and installation of the access control system; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the County Administrator and/or Chair of the Legislature to enter into an agreement with Linstar Security, of 430 Lawrence Bell Drive, Suite 1, Buffalo, NY 14221-7085 for the purchase and installation of cameras and cabling for the Mental Health Building at a cost not to exceed \$29,491.25; AND BE IT FURTHER

RESOLVED, that sufficient funds for this purchase are available and have been appropriated in the project budget.

AGENDA ITEM NO. 7 – Designate Official Newspaper

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF NAUSEEF

RESOLUTION NO. 163-25

Designate Official Newspaper

WHEREAS, Section 214 of New York State County Law requires each County Legislature to annually designate a newspaper or newspapers published within the County for the publication of all local laws, notices and other matters required by law to be published; AND

WHEREAS, due to the temporary closure and suspension of publication of *The Cortland Standard*, the Cortland County Legislature had previously designated *The Post Standard*, a newspaper published outside of Cortland County, as the official newspaper in order to comply with notice requirements during the interim period; AND

WHEREAS, *The Cortland Standard*, located at 50 Main Street, PO Box 150, Cortland, NY 13045, has resumed operations and is once again publishing within Cortland County; AND

WHEREAS, the Cortland County Legislature finds it appropriate and necessary to redesignate a newspaper that is published within the County as the official newspaper in compliance with the requirements of County Law Section 214; NOW THEREFORE BE IT

RESOLVED, that *The Cortland Standard*, of 50 Main Street, PO Box 150, Cortland, NY 13045, be and hereby is designated as the official newspaper of Cortland County for the publication of local laws, notices, and other matters required by law to be published for the period beginning August 29, 2025 through December 31, 2025; AND BE IT FURTHER

RESOLVED, that this designation supersedes and replaces any prior designation of *The Post Standard* as the official newspaper, effective August 29, 2025; AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature, in conformance with County Law Section 214, shall cause this designation to be filed with the New York State Secretary of State.

AGENDA ITEM NO. 8 – Increase Mortgage Tax Expense - County Clerk

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF NAUSEEF

RESOLUTION NO. 164-25

Increase Mortgage Tax Expense - County Clerk

WHEREAS, Article 11, Section 250 through Section 262 of the Tax Law, indicates the Recording Officer (County Clerk) is charged with the collection and administration of mortgage tax monies; AND

WHEREAS, by Section 262 of the Tax Law, Recording Officers are entitled to receive their necessary expenses associated with the collection and administration of mortgage tax monies; AND

WHEREAS, the current allowable allowance of \$107,155.44 per year, payable monthly, was passed by Resolution No. 155-24; AND

WHEREAS, the Recording Officer has estimated, effective January 1, 2026, the cost associated with the collection and administration of mortgage tax amounts to be \$117,591.58 per year; NOW THEREFORE BE IT

RESOLVED, that Resolution No. 155-24 be and hereby is rescinded effective January 1, 2026; AND BE IT FURTHER

RESOLVED, the Cortland County Legislature does hereby authorize the County Clerk's Mortgage Tax Expense to be increased to the sum of \$117,591.58 per year effective January 1, 2026; AND BE IT FURTHER

RESOLVED, the County Clerk withhold from her disbursements in twelve (12) equal monthly installments at a total annum amount of \$117,591.58; AND BE IT FURTHER

RESOLVED, that the County Clerk forward a certified copy of this resolution to the New York State Department of Taxation and Finance for approval.

AGENDA ITEM NO. 9 – Amend 2025 Budget for Legal Fees - Personnel Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF NAUSEEF

RESOLUTION NO. 165-25

Amend 2025 Budget for Legal Fees - Personnel Department

WHEREAS, the billing for legal fees has increased beyond the projected budgeted amount due in

the Personnel Department; AND

WHEREAS, it is necessary to appropriate monies to the legal fees account to pay the future bills;
NOW THEREFORE BE IT

RESOLVED, that the 2025 County Budget be and hereby is amended as follows:

Increase:

Appropriated Fund Balance

Appropriated Fund Balance	A.359900	\$50,000
---------------------------	----------	----------

Increase:

Expense

Legal Fees	A14305.54063	\$50,000
------------	--------------	----------

AGENDA ITEM NO. 10 – Adopt Revisions to Employee ID Badge Policy

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF NAUSEEF

RESOLUTION NO. 166-25

Adopt Revisions to Employee ID Badge Policy

WHEREAS, there is a need to amend the Cortland County Employee ID Badge Policy to remove the requirement that employees must wear the ID badge and add the requirement that employees must carry the ID badge on their person; AND

WHEREAS, the Government Operations Committee approves this amendment; NOW
THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the amendment to the Employee ID Badge Policy effective August 29, 2025.

AGENDA ITEM NO. 11 – Authorize Agreement with United Radio Service for 911 Paging System -
Department of Emergency Response & Communication

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF PRICE

RESOLUTION NO. 167-25

**Authorize Agreement with United Radio Service for 911 Paging System - Department of
Emergency Response & Communication**

WHEREAS, the Cortland County 911 center operates an emergency paging system that is used to notify first responders in times of fire and medical emergencies; AND

WHEREAS, this emergency paging system is required to have a high degree of reliability and operability, with service needs of 24 hours a day, 7 days a week, 365 days of the year, the previous County Attorney had agreed that United Radio Service of East Syracuse, NY, is the sole source preferred vendor of choice based on their knowledge, expertise, location and service record; AND

WHEREAS, this emergency paging system is currently serviced and maintained under 24 hours a day, 7 days a week, 365 days of the year preventative maintenance contract by United Radio Service, which expires 12/31/2025 per Resolution 126-22 and Contract 012-23; AND

WHEREAS, this preventative maintenance contract for the emergency paging system is in the best interests of Cortland County and it is a budgeted expense under the Department of Emergency Response and Communications using account A30205.54015; NOW THEREFORE BE IT

RESOLVED, that the County of Cortland enter into an agreement with United Radio Service for another three years to expire on 12/31/2028 to provide preventative maintenance of all emergency paging system equipment specified on the attached quote; AND BE IT FURTHER

RESOLVED, that the Chairman of the County Legislature, upon review and approval by the County Attorney or designee, is hereby authorized to execute an agreement for 2026-2028 with United Radio Service for emergency paging system maintenance, the term of which will be begin January 1, 2026 and end December 31, 2028, the sum of payments for the agreement is not to exceed \$5,370.40 monthly, \$64,444.80 annually or \$193,334.34 over the term of the agreement.

AGENDA ITEM NO. 12 – Authorize Contract with Axon Enterprises - District Attorney

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF PRICE

RESOLUTION NO. 168-25

Authorize Contract with Axon Enterprises - District Attorney

WHEREAS, the Cortland County's District Attorney's Office has identified a need for services provided by Axon Enterprises, Inc. to support ongoing operations and compliance with discovery reform requirements; AND

WHEREAS, Axon Enterprises, Inc. has submitted a proposal totaling \$90,561.02 for a sixty-four (64) month agreement beginning in August 2025, with annual costs of \$20,796.88 for the first year; AND

WHEREAS, the Department has grant funding available in the Discovery Reform Compensation Grant for the 2025 budget year and all remaining years under this contract term; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the County Administrator and/or Chair of the Legislature, upon approval of the County Attorney or designee, and subject to funding by the legislature, to enter into a contract with Axon Enterprises, Inc., of 17800 North 85th Street, Scottsdale, Arizona 85255, in an amount not to exceed \$90,561.02 for a term of sixty-four (64) months.

AGENDA ITEM NO. 13 – Authorize 5-Year Agreement with Syracuse University to Accept Interns - Mental Health Department

RESULT:	ADOPTED [15 TO 1]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
NAYS:	Linda Jones
EXCUSED:	Sandra Price

ON MOTION OF VAN DEE

RESOLUTION NO. 169-25

Authorize 5-Year Agreement with Syracuse University to Accept Interns - Mental Health Department

WHEREAS, the Cortland County Mental Health Department authorizes agreements with several schools and universities to provide internship opportunities to students; AND

WHEREAS, there are no costs to Cortland County associated with these internships; AND

WHEREAS, the current 5-year contract with Syracuse University expires in 2025; NOW THEREFORE BE IT

RESOLVED, that the Chair of the Cortland County Legislature and/or County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to execute a 5-year agreement with the following:

Syracuse University, 900 South Crouse Ave., Syracuse, NY 13244

AGENDA ITEM NO. 14 – Authorize Increase in Hours Medical Director/Psychiatrist - Mental Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF VAN DEE

RESOLUTION NO. 170-25

Authorize Increase in Hours Medical Director/Psychiatrist - Mental Health Department

WHEREAS, the Cortland County Legislature adopted Resolution No. 40-25 which created one (1) Medical Director/Psychiatrist (4 hrs/week) and one (1) Medical Director/Psychiatrist (10 hrs/week); AND

WHEREAS, the needs of the Mental Health Department would be better served by allowing both Medical Director/Psychiatrist positions to work up to fourteen hours per week, with the aggregate number of hours worked between the two positions not to exceed fourteen hours in one (1) week; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the two Medical Director/Psychiatrist positions to work up to 14 hours per week effective September 1, 2025.

AGENDA ITEM NO. 15 – Write Off Uncollectible Account Balances - Mental Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF VAN DEE

RESOLUTION NO. 171-25

Write Off Uncollectible Account Balances - Mental Health Department

WHEREAS, the Mental Health Department invoices clients and their health insurance companies for services provided; AND

WHEREAS, the department invoiced a total of \$2,636,906.57, received a total of \$2,392,058.87, and recorded insurance adjustments of \$185,142.85 for the fiscal year 2022; AND

WHEREAS, \$59,704.85 in unpaid balances that were invoiced between Jan. 1, 2022 and Dec. 31, 2022 are still listed in Mental Health's records as accounts receivable; AND

WHEREAS, Cortland County Mental Health Department will serve county residents regardless of their ability to pay; AND

WHEREAS, the Mental Health Department has a "Write-Off" policy to write off any balance over two years old and does not want to carry forward these uncollectible balances; AND

WHEREAS, the Cortland County Mental Health Department realizes that unpaid account balances will continue due to changes in availability of health insurance and plans that offer health insurance coverage with deductibles as high as \$10,000; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorizes that these balances, totaling \$59,704.85 be written off as uncollectible by year end December 31, 2025; AND BE IT FURTHER

RESOLVED, Cortland County will continue collection efforts when and where possible.

AGENDA ITEM NO. 16 – Agreement with YWCA for Non-Residential Enhanced Services - Department of Social Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF VAN DEE

RESOLUTION NO. 172-25

Agreement with YWCA for Non-Residential Enhanced Services - Department of Social Services

WHEREAS, the NYS Office of Children and Family Services has allocated Temporary Assistance for Needy Families (TANF) funds for Non-Residential Domestic Violence Services; AND

WHEREAS, the Young Women's Christian Association (YWCA) Aid to Victims of Violence (AVV) program is an authorized provider of such services; AND

WHEREAS, the funding needed for this Agreement is provided through a State allocation of Federal TANF money and will be paid from Account A60105.54800.4693 titled Enhanced Non-Residential Domestic Violence and the revenue will be posted in Account A601044.44689.4693; NOW THEREFORE BE IT

RESOLVED, the County Administrator and/or Chair of the Legislature, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign an agreement for the time period of October 1, 2025, through September 30, 2026, in an amount not to exceed \$25,000 of said funding with the YWCA of Cortland.

AGENDA ITEM NO. 17 – Abolish Safe Harbour Coordinator Position/Create Child Advocacy Center Assistant Director Position

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF VAN DEE

RESOLUTION NO. 173-25

Abolish Safe Harbour Coordinator Position/Create Child Advocacy Center Assistant Director Position

WHEREAS, the needs of the Child Advocacy Center will be better served by abolishing one (1) part-time position of Safe Harbour Coordinator and creating one (1) full-time position of Child Advocacy Center Assistant Director; AND

WHEREAS, the Child Advocacy Center Assistant Director position will be fully grant funded; 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 Safe Harbour Coordinator (CSEA, Grade 13, \$22.2053-

28.1062/hr., competitive class, part-time, 17 hours per week, no benefits) be abolished effective September 30, 2025; AND BE IT FURTHER

RESOLVED, that one (1) position of Child Advocacy Center Assistant Director (Grade 12, Management Compensation Plan, \$51,274-\$68,246/yr., competitive class, full time, 35 hours per week, with benefits) be created with approval to fill on October 1, 2025; AND BE IT FURTHER

RESOLVED, that the newly created position is contingent upon continued grant funding and will be abolished once said grant funding is exhausted.

AGENDA ITEM NO. 18 – Amend 2025 Budget - Tompkins Cortland Community College Contributions

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF BISCHOFF

RESOLUTION NO. 174-25

Amend 2025 Budget - Tompkins Cortland Community College Contributions

WHEREAS, Resolution No. 228-24 authorized the payment to Tompkins Cortland Community College (TC3) of \$47,500 for Access and Egress work and \$95,000 for Deferred Maintenance in 2025; AND

WHEREAS, these payments were not part of the 2025 Cortland County budget; NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby approves the following amendment to the 2025 County budget:

Increase:

A24955.54780	Sponsor Contributions	\$142,500
A359900	Appropriated Fund Balance	\$142,500

AGENDA ITEM NO. 19 – Amend Resolution No. 122-25 to Approve the 2025-2026 Tompkins Cortland Community College Operating Budget

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF BISCHOFF

RESOLUTION NO. 175-25

Amend Resolution No. 122-25 to Approve the 2025-2026 Tompkins Cortland Community College Operating Budget

WHEREAS, Resolution No. 122-25, adopted by the Cortland County Legislature, approved the Tompkins Cortland Community College (TC3) Operating Budget for the fiscal year beginning September 1, 2025, and ending August 31, 2026, in the amount of \$35,185,275; AND

WHEREAS, it has been determined that the TC3 Operating Budget for said fiscal year shall be in the amount of \$34,134,942; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby amends Resolution No. 122-25 to approve the Tompkins Cortland Community College Operating Budget for the fiscal year September 1, 2025, through August 31, 2026, in the amount of \$34,134,942; AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature shall transmit a certified copy of this resolution to Tompkins Cortland Community College and the Tompkins County Legislature.

AGENDA ITEM NO. 20 – Rescind Resolution No. 93-25- Microenterprise Assistance Program Grant Award - Frog Hollow Home and Property Services, LLC

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF BISCHOFF

RESOLUTION NO. 176-25

Rescind Resolution No. 93-25- Microenterprise Assistance Program Grant Award - Frog Hollow Home and Property Services, LLC

WHEREAS, the Cortland County Legislature adopted Resolution No. 93-25 which approved the allocation and awarded the sum of \$35,000 of Microenterprise Assistance funding to Frog Hollow Home and Property Services, LLC; AND

WHEREAS, it has been determined that Frog Hollow Home and Property Services, LLC has moved out of Cortland County for personal reasons and there is a need to rescind the resolution; NOW THEREFORE BE IT

RESOLVED, that Resolution No. 93-25 be and hereby is rescinded effective immediately.

AGENDA ITEM NO. 21 – Amend Resolution No. 146-25 to Correct Legal Name of Entity for Microenterprise Assistance Program Award Recipient (Groove Supply, Inc.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF BISCHOFF

RESOLUTION NO. 177-25

**Amend Resolution No. 146-25 to Correct Legal Name of Entity for Microenterprise Assistance
Program Award Recipient (Groove Supply, Inc.)**

WHEREAS, Resolution No. 146-25, adopted by the Cortland County Legislature, referenced an entity by an incorrect legal name; AND

WHEREAS, it is necessary to amend said resolution to reflect the correct legal name of the entity; NOW THEREFORE BE IT

RESOLVED, that Resolution No. 146-25 is hereby amended to replace the incorrect name with the correct legal name of Groove Supply, Inc.; AND BE IT FURTHER

RESOLVED, that except as specifically amended herein, all other provisions of Resolution No. 146-25 shall remain in full force and effect.

AGENDA ITEM NO. 22 – Microenterprise Assistance Program Grant Award - Fruit Da La Soul

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF BISCHOFF

RESOLUTION NO. 178-25

Microenterprise Assistance Program Grant Award - Fruit Da La Soul

WHEREAS, the Cortland County Legislature's Finance and Administration Committee was empaneled as the Cortland County Microenterprise Assistance Program Review Committee on August 19, 2025 for the purpose of reviewing applications received for the Microenterprise Grant Program; AND

WHEREAS, following said review the Committee recommended that Fruit Da La Soul, of 50 Main Street, Cortland, NY 13045, be awarded \$35,000 from the Microenterprise program for the purchase of equipment, furniture & fixtures, inventory & supplies and used as working capital that would help cover expenses towards marketing and compliance cost.; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby accepts and approves the recommendation of the Cortland County Microenterprise Assistance Program Review Committee and hereby awards the sum \$35,000 to Fruit Da La Soul from the Cortland County Microenterprise Assistance Program funding for the purchase of equipment, furniture & fixtures, inventory & supplies and used as working capital that would help cover expenses towards marketing and compliance cost; AND BE IT FURTHER

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

AGENDA ITEM NO. 23 – Designate Cortland County Convention and Visitors Bureau as Cortland County's Tourism Promotion Agency

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Paul Heider, Majority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF BISCHOFF

RESOLUTION NO. 179-25

Designate Cortland County Convention and Visitors Bureau as Cortland County's Tourism Promotion Agency

WHEREAS, the New York State Division of Tourism's Matching Grant Program is designated to encourage tourism promotion throughout New York and adjacent states; AND

WHEREAS, the Cortland County Convention and Visitors Bureau Inc., a non-profit organization promoting Cortland County as a tourism destination, qualifies as the official Tourism Promotion Agency for Cortland County; AND

WHEREAS, the Cortland County Convention and Visitors Bureau Inc. has requested to be designated the Tourism Promotion Agency for Cortland County in 2026; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Convention and Visitors Bureau Inc., is hereby designated for 2026 by the Cortland County Legislature to make application for and receive grants on behalf of the County pursuant to the New York State Tourism Promotion Act.

Resolutions from the Chair

AGENDA ITEM NO. 24 – Appoint Cortland County Representative Members to CNYNET, Inc.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF FITCH

RESOLUTION NO. 180-25

Appoint Cortland County Representative Members to CNYNET, Inc.

WHEREAS, CNYNET, Inc. is a not-for-profit local development corporation formed under Article 14 of the New York Not-for-Profit Corporation Law focused on advancing broadband infrastructure and related technology initiatives within Central New York; AND

WHEREAS, Cortland County, as a participant in CNYNET, Inc., is entitled to appoint representatives to serve on its governing body to ensure the County's interests are represented; AND

WHEREAS, the Cortland County Legislature has identified two individuals to serve as the County's representatives to CNYNET, Inc.; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby appoints Eugene Waldbauer and Beau Harbin as the official Cortland County representatives to CNYNET, Inc., effective immediately, for a

term of one (1) year or until their successors are duly appointed by the Cortland County Legislature; AND BE IT FURTHER

RESOLVED, that in the event a vacancy arises before the expiration of a term, the Cortland County Legislature shall appoint a successor to serve for the remainder of the unexpired term; AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature shall forward certified copies of this resolution to CNYNET, Inc. and the appointees.

Referred from Public Works Committee

AGENDA ITEM NO. 25 – Rescind Resolution No. 106-25 and Award Courthouse Dome Repair and Painting to Larrabee Painting, LLC

RESULT:	ADOPTED [14 TO 2]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Eugene Waldbauer, Legislator
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, VanGorder, Waldbauer, Fitch
NAYS:	Paul Heider, Ronald J. Van Dee
EXCUSED:	Sandra Price

ON MOTION OF HEIDER

RESOLUTION NO. 181-25

Rescind Resolution No. 106-25 and Award Courthouse Dome Repair and Painting to Larrabee Painting, LLC

WHEREAS, the Cortland County Highway Department advertised for proposals for the repair and painting of the Cortland County Courthouse Dome; AND

WHEREAS, sealed proposals were opened on April 17, 2025, at 2:00 p.m. at the Highway Administration Building; AND

WHEREAS, the bids received were as follows:

BIDDERS	BID AMOUNT
Larrabee Painting, LLC 4450 Kiwanis Road, Cincinnatus, NY 13040	\$307,500.00
Valley Restoration, LLC 254 South Lake Street, Litchfield, CT 06759	\$309,000.00

WHEREAS, Resolution No. 106-25, adopted on May 22, 2025, awarded the project to Valley Restoration, LLC; AND

WHEREAS, the Cortland County Legislature now finds it in the best interest of the County to rescind Resolution No. 106-25; NOW THEREFORE BE IT

RESOLVED, that Resolution No. 106-25 is hereby rescinded in its entirety; AND BE IT FURTHER

RESOLVED, that in accordance with the recommendations of the Public Works Committee, the Cortland County Legislature hereby awards the repair and painting of the Courthouse Dome Project to Larrabee Painting, LLC, 4450 Kiwanis Road, Cincinnatus, NY 13040, for an amount not to exceed \$307,500.00; AND BE IT FURTHER

RESOLVED, that the County Administrator and/or the Chair of the Legislature, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, is hereby authorized to execute an agreement with Larrabee Painting, LLC for the amount stated above; AND BE IT FURTHER

RESOLVED, that the Cortland County Finance Director is hereby authorized and directed to make payment from account HH16205.52320.CHEXT for the repair and painting of the courthouse dome as designated above.

Referred from Government Operations Committee

AGENDA ITEM NO. 26 – Amend 2025 Budget - Increase Education and Training for NYSAC Fall Conference - Legislature

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

ON MOTION OF NAUSEEF

RESOLUTION NO. 182-25

Amend 2025 Budget - Increase Education and Training for NYSAC Fall Conference - Legislature

WHEREAS, the Cortland County Legislature recognizes the value of professional development, networking, and continuing education for its members through participation in events such as the New York State Association of Counties (NYSAC) conferences; AND

WHEREAS, the Fall NYSAC Conference provides County legislators with opportunities to engage in policy discussions, receive training on emerging issues, and exchange best practices with counterparts from across New York State; AND

WHEREAS, the current 2025 Education and Training budget line in the Legislature's budget is insufficient to cover the anticipated costs for legislator attendance at the 2025 Fall NYSAC Conference; AND

WHEREAS, it is necessary to increase the Education and Training budget line to allow for full participation of interested legislators; NOW THEREFORE BE IT

RESOLVED, that the 2025 Budget for the Cortland County Legislature be amended as follows:

Increase:

A10105.54035	Education and Training	\$2,000
A.359900	Appropriated Fund Balance	\$2,000

Referred from Public Works Committee Cont.

AGENDA ITEM NO. 27 – Resolution Accepting the Donation of a Playground from the Kiwanis Club of Cortland County to be Installed at Dwyer Memorial County Park and Authorizing the Naming of the Playground in Honor of the Kiwanis Club

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF HEIDER

RESOLUTION NO. 183-25

Resolution Accepting the Donation of a Playground from the Kiwanis Club of Cortland County to be Installed at Dwyer Memorial County Park and Authorizing the Naming of the Playground in Honor of the Kiwanis Club

WHEREAS, the Kiwanis Club of Cortland County, a long-standing civic organization dedicated to serving the children and families of our community, has generously undertaken a project to fund and donate a new playground to be installed at Dwyer Memorial County Park; AND

WHEREAS, the Kiwanis Club of Cortland County was awarded grant funding from the Kiwanis Children's Fund to support a portion of the playground project, and successfully raised the additional necessary funds; AND

WHEREAS, this donation will provide a safe, inclusive, and recreational space for children and families in Cortland County and will enhance the overall amenities and public use of Dwyer Memorial County Park; AND

WHEREAS, the Public Works Committee of the Cortland County Legislature has reviewed and recommends acceptance of this generous donation, as well as the formal naming of the playground in honor of the Kiwanis Club of Cortland County in recognition of their commitment to the community; AND

WHEREAS, the Cortland County Legislature wishes to express its deep appreciation for the Kiwanis Club's commitment to public service and support for community recreation; NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby accepts the donation of a playground from the Kiwanis Club of Cortland County to be installed at Dwyer Memorial County Park; AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature authorizes the naming of the new playground in honor of the Kiwanis Club of Cortland County, in recognition of their generous contribution to the community and dedication to the children of Cortland County; AND BE IT FURTHER

RESOLVED, that the Public Works Commissioner, or their designee, is authorized to coordinate the installation of the playground in accordance with County policies and applicable safety standards; AND BE IT FURTHER

RESOLVED, that a suitable sign or marker recognizing the Kiwanis Club of Cortland County shall be installed at or near the playground, with the design and wording to be approved by the County; AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature shall forward a certified copy of this resolution to the Kiwanis Club of Cortland County and all others deemed necessary and proper.

Referred from Government Operations Committee Cont.

AGENDA ITEM NO. 28 – Adopt Local Law 9 of 2025 - A Local Law Providing for the Administration and Enforcement of the New York State Uniform Fire Prevention and Building Code in the County of Cortland

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

ON MOTION OF NAUSEEF

RESOLUTION NO. 184-25

Adopt Local Law 9 of 2025 - A Local Law Providing for the Administration and Enforcement of the New York State Uniform Fire Prevention and Building Code in the County of Cortland

WHEREAS, said Local Law has been in 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 9 of 2025 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; NOW THEREFORE

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

LOCAL LAW 9 OF 2025 - A LOCAL LAW PROVIDING FOR THE ADMINISTRATION AND ENFORCEMENT OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE IN THE COUNTY OF CORTLAND

Section 1. PURPOSE AND INTENT

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (hereinafter referred to as the “Uniform Code”) and the State Energy Conservation Construction Code (hereinafter referred to as the “Energy Code”) within all buildings, structures and premises in the “custody of the County of Cortland” as that phrase is defined herein. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, the Energy Code, other state law, or other section of this local law, all buildings, structures, and premises, regardless of use or occupancy, which are in the custody of the County of Cortland, are subject to the provisions this local law. This local law shall not apply to properties and buildings acquired by the County under Article 11 of the Real Property Tax Law of the State of New York.

Section 2. DEFINITIONS

The following words shall have the meanings herein assigned to them for the purposes of this local law:

- A. Areas of Public Assembly: All buildings or portions of buildings used for gathering together fifty or more persons for uses including but not limited to amusement, athletic, civic, dining, educational, entertainment, patriotic, political, recreational, religious, social, or similar purposes, the entire fire area of which they are a part, and the means of egress therefrom.
- B. Building: A combination of any materials, whether portable or fixed, having a roof, to form a structure affording shelter for persons, animals or property. The word "building" shall be construed when used herein as though followed by the words "or part or parts thereof" unless the context clearly requires a different meaning. The word "building" shall be construed when used herein as though it included the words "structure", "equipment", and "premises" as used herein, unless the context clearly requires a different meaning.
- C. Code Enforcement Officer: The Code Enforcement Officer appointed pursuant to Section 3 of this local law. Throughout this document, the abbreviation "CEO" may be used for the term "Code Enforcement Officer."
- D. Codes: The Uniform Code and Energy Code.
- E. County: The County of Cortland, a municipal corporation organized and existing under the laws of the State of New York.
- F. Energy Code: The New York State Energy Conservation Construction Code, adopted pursuant to Article 11 of the Energy Law.
- G. Equipment: All materials related to plumbing, heating, electrical, ventilating, air conditioning, refrigerating, elevators, dumbwaiters, escalators, and other mechanical additions or installations.
- H. FCNYS: The 2020 Fire Code of New York State as currently incorporated by reference in 19 NYCRR Part 1225.
- I. Fire Safety and Property Maintenance Inspection: An inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 (as those currently exist and may subsequently be amended by New York State) and the publications incorporated therein by reference.
- J. Hazardous Production Materials: A solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), and which is used directly in research, laboratory or production processes which have, as their end product, materials that are not hazardous.
- K. Inspector: An inspector appointed pursuant to Section 3(D) of this local law.
- L. In the Custody of the County:
1. Any building, structure, or premises owned by the County of Cortland; and/or
 2. Any building, structure, or premises rented or leased by the County of Cortland as lessee and occupied by the County of Cortland during the normal course of its business and located within the physical confines of Cortland County.

Such definition shall expressly not include:

1. County roads and bridges owned and maintained by the County of Cortland; and/or
2. Any property or buildings acquired by the County under Article 11 of the Real Property Tax Law of the State of New York, for the sole purpose of sale under tax foreclosure; and/or

3. Any dwelling unit, including room or suites in a hotel, motel, or other short term rental accommodation that is rented by the County, including by the County Commissioner of Social Services, to provide emergency or other housing.

M. Owner: For projects under the direction of, initiated by, or in the custody of the County of Cortland, the Owner, for the purpose of this local law shall be the Director or Department Head of the department whose personnel are proposing to perform, are performing, or are overseeing contractors who are performing any renovation, repair, or construction work. For all other projects the Owner for the purpose of this local law shall be the owner of the premises upon which the renovation, repair, or construction project is proposed to be or is actually being constructed or performed.

N. Order to Remedy: an order issued by the Code Enforcement Officer pursuant to Section 11 of this local law.

O. Permit Holder: the person to whom a building permit has been issued.

P. Person: an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

Q. PMCNY: The 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226, and as may subsequently be amended by the State of New York.

R. Premises: For any projects under the direction of, initiated by, or in the custody of the County of Ontario, the Premises shall be any property owned by the County of Ontario, except property obtained or acquired by the County of Ontario under Article 11 of the Real Property Tax Law of the State of New York. For all other projects the Premises shall be the owner's property upon which the renovation, repair, or construction project is proposed to be or is actually being constructed or performed.

S. RCNY: the 2020 Residential Code of New York State as currently incorporated by reference in 19 NYCRR Part 1220, and as may subsequently be amended by the State of New York.

T. Repair: The reconstruction, replacement, or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

U. Stop Work Order: An order issued pursuant to Section 6 of this local law.

V. Structure: An assembly of materials, forming a construction framed of component structural parts for occupancy or use.

W. Uniform Code: The New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the NYCRR, adopted pursuant to Article 18 of the Executive Law, as it currently exists and as it may subsequently be amended by the State of New York.

Section 3. ESTABLISHMENT OF CODE ENFORCEMENT OFFICER DUTIES AND RESPONSIBILITIES

The Cortland County Safety Director is hereby designated as the Cortland County Code Enforcement Officer (hereinafter referred to as "CEO"), and is hereby vested with such authority as is necessary to fulfill the duties of this position. The Safety Director shall be the primary County official charged with performance of the CEO's duties and responsibilities as contained in this local law. The CEO shall administer and enforce all the provisions of the Uniform Code, the Energy Code, and this local law. The CEO shall:

- A. Maintain records of building inspection activities including, but not limited to Building Permits, Construction Inspection, Certificates of Occupancy, Certificates of Compliance, Notice of Violations, Stop Work Orders, and Annual Inspections as required by the Uniform Code.
- B. Perform Uniform Code review including review of plans, Building Permits, Certificates of

Occupancy or Certificates of Compliance for all new construction or any renovation projects requiring such review pursuant to applicable state or local law.

C. Coordinate the performance of periodic inspections during construction of new buildings or renovation of existing buildings in the custody of the County with the appropriate County personnel, consultants, or contractors, and shall have authority to participate in or perform any or all such periodic inspections as are necessary to ensure full compliance with the Uniform Code and this local law.

D. Be and hereby is authorized and empowered to contract with independent certified electrical inspectors as deemed necessary and prudent as part of construction or renovation project inspection. Such contracting of electrical inspectors shall be from a list of inspectors previously approved by the County Legislature for this purpose, shall be subject to the availability of funds within the County Budget, and shall not exceed the sum of \$250.00 per inspection. The electrical inspector shall furnish proof of insurance in compliance with standard County insurance requirements prior to performance of any inspection work.

E. Conduct random field inspections of at least 5% of all renovation, remodeling, or construction work not otherwise required to be inspected under this local law for compliance with the Uniform Code. Said 5% shall be measured from all work orders concerning construction, repair, and remodeling of buildings in the custody of the County of Cortland.

F. Conduct annual fire prevention inspections of all buildings in the custody of the County of Cortland which contain or constitute areas of public assembly.

G. Once every three (3) years conduct a fire prevention inspection of all buildings in the custody of the County of Cortland which are not included within subparagraph F above.

H. Consult monthly, or more frequently as determined by the CEO to be necessary to comply with the requirements of this local law, with the Commissioner of Public Works or designee, to review all renovation, construction, repair, and remodeling work requests and orders received and processed by the Department of Public Works for the purpose of determining which projects require review under the Uniform Code and this local law.

I. Be and hereby is authorized and empowered to review and investigate complaints, issue Stop Work Orders, issue orders pursuant to section (Violations) of this local law, pursue administrative enforcement actions and proceedings, and, in consultation with the County's Attorney, pursue such legal actions as may be necessary to enforce the Uniform Code, the Energy Code and this local law or abate or correct conditions not in compliance with the Uniform Code, the Energy Code, or this local law.

J. Be and hereby is authorized and empowered to exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this local law.

Section 4. APPOINTMENT OF ACTING CODE ENFORCEMENT OFFICER

In the event that the Safety Director is unable to serve as the CEO for any reason (including but not limited to a vacancy in the position of Safety Director), an Acting Code Enforcement Officer shall be appointed by the County Legislature. The Acting CEO shall, during the term of their appointment, exercise all powers and fulfill all duties conferred upon the CEO by this local law. Said Acting CEO shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder. The compensation for the Acting CEO shall be fixed by the County Legislature at the time of appointment.

Section 5. CONSTRUCTION INSPECTIONS

A. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by the Code Enforcement Officer. The Owner shall notify the Code Enforcement Officer when any element of work described in subdivision (b) of this

section is ready for inspection.

B. The following elements of the construction process shall be inspected, where applicable:

1. Work site prior to the issuance of a Building Permit;
2. Footing and foundation;
3. Preparation for concrete slab;
4. Framing;
5. Structural, electrical, plumbing, mechanical, fire-protection, and other similar servicesystems of the building;
6. Fire resistant construction;
7. Fire resistant penetrations;
8. Solid fuel burning heating appliances, chimneys, flues, or gas vents;
9. inspections required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage, system controls, mechanical equipment size, and, where required, minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;
10. Installation, connection, and assembly of factor manufactured buildings and manufactured homes; and
11. A final inspection after all work authorized by the Building Permit has been completed.

C. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Owner shall be notified as to the manner in which the work fails to comply with the Uniform Code or Energy Code, including a citation to the specific code provision or provisions that have not been met. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

SECTION 6. STOP WORK ORDERS.

A. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:

1. Any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work; or
2. Any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work; or
3. Any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

B. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

C. The Code Enforcement Officer shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by certified mail. The Code Enforcement Officer shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on anybuilder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

D. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder, and any other Person performing, taking part in, or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order, other than work expressly authorized by the Code Enforcement Officer to correct the reason for issuing the Stop Work Order.

E. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision A of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section 11 (Violations) of this local law or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

SECTION 7. CERTIFICATES OF OCCUPANCY AND CERTIFICATES OF COMPLIANCE

A. A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.

B. The Code Enforcement Officer shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure, or work prior to the issuance of a Certificate of Occupancy or Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be provided to the Code Enforcement Officer prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:

1. A written statement of structural observations and/or a final report of special inspections,
2. Flood hazard certifications,

3. A written statement of the results of tests performed to show compliance with the Energy Code, and

4. Where applicable, the affixation of the appropriate seals, insignias, and manufacturer's data plates as required for factory manufactured buildings and/or manufactured homes.

C. Contents of Certificates of Occupancy and Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:

1. The Building Permit number, if any;
2. The date of issuance of the Building Permit, if any;
3. The name (if any), address and tax map number of the property;
4. If the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;
5. The use and occupancy classification of the structure;
6. The type of construction of the structure;
7. The occupant load of the assembly areas in the structure, if any;
8. Any special conditions imposed in connection with the issuance of the Building Permit; and
9. The signature of the Code Enforcement Officer issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.

D. Temporary Certificate of Occupancy. The Code Enforcement Officer shall be permitted to issue a Temporary Certificate of Occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Officer issue a Temporary Certificate of Occupancy unless the Code Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate of Occupancy, may be occupied safely, (2) that any required fire and life safety components, such as fire protection equipment and fire, smoke, carbon monoxide, and heat detectors and alarms are installed and operational, and (3) that all required means of egress from the structure have been provided. The Code Enforcement Officer may include in a Temporary Certificate of Occupancy such terms and conditions as he or she deems necessary or appropriate to ensure the health and safety of the persons occupying and using the building or structure and/or performing further construction work in the building or structure. A Temporary Certificate of Occupancy shall be effective for a period of time, not to exceed six (6) months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate of Occupancy. During the specified period of effectiveness of the Temporary Certificate of Occupancy, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

E. Revocation or suspension of certificates. If the Code Enforcement Officer determines that a Certificate of Occupancy, Certification of Compliance, or a Temporary Certificate of Occupancy was issued in error or on the basis of incorrect information, and if the relevant deficiencies are not corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.

SECTION 8. UNSAFE BUILDINGS, STRUCTURES, AND EQUIPMENT

AND CONDITIONS OF IMMINENT DANGER

Unsafe buildings, structures, and equipment and conditions of imminent danger and in the custody of Cortland County shall be identified and addressed in accordance with all applicable laws.

SECTION 9. COMPLAINTS

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this local law, or any other local law or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

- A. performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
- B. if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 17 (Violations) of this local law;
- C. if appropriate, issuing a Stop Work Order; and/or
- D. if a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

SECTION 10. RECORD KEEPING

- A. The CEO shall keep permanent official records of all transactions and activities conducted in relation to this local law, including records of:
 - 1. All applications received, reviewed and approved or denied;
 - 2. All plans, specifications and construction documents approved;
 - 3. All Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;
 - 4. All inspections and tests performed;
 - 5. All statements and reports issued;
 - 6. All complaints received;
 - 7. All investigations conducted;
 - 8. All condition assessment reports received;
 - 9. All fees charged and collected; and

10. All other features and activities specified in or contemplated by this local law.

- B. All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

SECTION 11. VIOLATIONS

A. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this local law. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Officer; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this local law; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this local law which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

“The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by _____[specify date], which is thirty (30) days after the date of this Order to Remedy.”

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this local law or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Officer shall cause the Order to Remedy, or a copy thereof, to be served on the owner of the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy. The Code Enforcement Officer shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

B. Injunctive Relief. An action or proceeding may be instituted in the name of the County of Cortland, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may

be commenced in the name of Cortland County, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Cortland County Legislature.

C. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the other remedies or penalties specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

SECTION 12. PARTIAL INVALIDITY

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

SECTION 13. EFFECTIVE DATE

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law.

AGENDA ITEM NO. 29 – Authorize Agreement with Keenan (Express Scripts, Inc.) for Pharmacy Benefit Management - Personnel Department

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

ON MOTION OF NAUSEEF

RESOLUTION NO. 185-25

Authorize Agreement with Keenan (Express Scripts, Inc.) for Pharmacy Benefit Management - Personnel Department

WHEREAS, Cortland County has solicited Requests for Proposals for a Pharmacy Benefit Manager for the Cortland County Health Insurance Plan; AND

WHEREAS, four (4) Pharmacy Benefit Manager proposals were received and analyzed; AND

WHEREAS, upon this analysis, it has been determined that Keenan (Express Scripts, Inc.) will provide the highest level of administration of the County's plan; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby accepts and awards the administration of the Cortland County Health Insurance Plan Pharmacy Benefit Manager to Keenan (Express Scripts, Inc.) and hereby authorizes and directs the County Administrator and/or Chair of the Legislature, upon review and approval by the County Attorney or designee, to execute a contract for pharmacy benefit management from January 1, 2026 through December 31, 2027.

AGENDA ITEM NO. 30 – Authorize Medicare Advantage Plan - Personnel Department

RESULT:	ADOPTED [14 TO 2]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	William McGovern, Legislator
AYES:	Bentley, Bischoff, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, VanGorder, Waldbauer, Fitch
NAYS:	Reed Cleland, Ronald J. Van Dee
EXCUSED:	Sandra Price

ON MOTION OF NAUSEEF

RESOLUTION NO. 186-25

Authorize Medicare Advantage Plan - Personnel Department

WHEREAS, Broome County has secured contracts with Excellus for Medicare Advantage and Prescription Drug Benefit Plans (MAPD plans) for the Medicare primary retirees of the participating entities of the Broome County Purchasing Alliance (BCPA); AND

WHEREAS, Broome County allows participation of other interested municipalities pursuant to General Municipal Law Section 119-o; AND

WHEREAS, each participating municipality will enter into its own contract with Excellus the BCPA to receive the preferred pricing and coverage of the alliance; AND

WHEREAS, Cortland County received one Medicare Advantage Plan proposal from the BCPA MAPD Program that was analyzed by the County health insurance consultants; AND

WHEREAS, Cortland County wishes to participate in the BCPA MAPD Program effective January 1, 2026; AND

WHEREAS, this Medicare Advantage Plan will be offered to existing Medicare eligible retirees and their Medicare eligible dependents on a voluntary basis; AND

WHEREAS, this Medicare Advantage Plan will be mandatory for those employees whose collective bargaining agreements/management compensation plan contains language mandating enrollment in the County's Medicare Advantage Plan upon obtaining Medicare eligibility, who retire January 1, 2026 or after; NOW THEREFORE BE IT

RESOLVED, that Cortland County agrees to participate with Broome County and other participating municipalities in the BCPA for Medicare Advantage and Prescription Drug Benefit Services for its eligible retirees and their eligible dependents; AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature hereby authorizes and directs the County Administrator, upon review and approval by the County Attorney or designee, to execute a contract for Medicare Advantage Plan Option 4 through the Broome County Purchasing Alliance with Excellus from January 1, 2026 through December 31, 2026.

Referred from Judiciary & Public Safety Committee

Referred from Agriculture/Planning/Environment Committee

Referred from Health & Human Services Committee

AGENDA ITEM NO. 31 – Amend Resolution No. 189-24 - Authorize Agreements for Substance Abuse & Mental Health Services Administration (SAMHSA) 2024-2028 Youth Grant - Mental Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF VAN DEE

RESOLUTION NO. 187-25

Amend Resolution No. 189-24 - Authorize Agreements for Substance Abuse & Mental Health Services Administration (SAMHSA) 2024-2028 Youth Grant - Mental Health Department

WHEREAS, the Cortland County Mental Health Department has been awarded a grant from Substance Abuse & Mental Health Services Administration (SAMHSA) for expansion and sustainability of comprehensive community mental health services for children with Serious Emotional Disturbances (SED); AND

WHEREAS, the grant award period is from October 2024 through September 2028 and award amount total is \$3,526,362.00; AND

WHEREAS, the grant has designated the funds to be used to fund specific positions and provider contracts matching the approved SAMHSA budget and action plans; AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 189-24 which authorized contracts with some agencies for only the first year of the grant; AND

WHEREAS, an amendment is required to complete the contracts for the remaining three (3) years of the grant; AND

WHEREAS, it is the recommendation of the Health and Human Services Committee to authorize the Chair of the Cortland County Legislature and/or the County Administrator to approve the designation of funds to the following Cortland County contracted agencies for the next three (3) years of the grant to work under the Grant leadership oversight of the Mental Health Department; within the budget requirements in the grant; NOW THEREFORE BE IT

RESOLVED, that the Chair of the Legislature and/or the County Administrator, upon review by the County Attorney or designee, is hereby authorized to execute contracts with the following agencies for an amount not to exceed the amount listed:

2024-2028 SAMHSA Approved Contacted Providers	Authorized Funds Four (4) Year Totals
FFT, LLC Functional Family Therapy	\$85,460
Family & Children's Counseling Services of Cortland	\$38,000
CAPCO	\$367,258

CACTC / RHI	\$634,000
SUNY Upstate Medical University	\$17,680
RHI (Web Design and Development)	\$38,500
RHI (Marketing)	\$313,000
Functional Family Therapy, LLC	\$71,750

; AND BE IT FURTHER

RESOLVED, that funding to RHI for marketing, in an amount of up to \$313,000, shall be determined and authorized in accordance with SAMHSA's approval, and the funding level may be adjusted accordingly; AND BE IT FURTHER

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

AGENDA ITEM NO. 32 – Award Bid/Authorize Agreements for Use of Opioid Reserve Funding
Mr. Harbin MADE A MOTION TO AMEND the resolution to add a fourth WHEREAS clause stating, "pursuant to the RFP, the review committee reserved the right to shift funds/allocations between percentage areas as needed to best serve the interest of the Cortland community", to remove the percentages from the first RESOLVED clause, and to strike "Methadone Clinic" and add the following to the first RESOLVED clause, section II, after Family & Children's Counseling Services in parentheses "Expand Medicated Assisted Treatment to include Methadone, and provide additional funds to the Outreach and Engagement Program"; Mr. Bentley SECONDED THE MOTION TO AMEND; and upon unanimous voice vote of members present; MOTION CARRIED.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF VAN DEE

RESOLUTION NO. 188-25

Award Bid/Authorize Agreements for Use of Opioid Reserve Funding

WHEREAS, Cortland County has received opioid settlement funds from both the New York State Attorney General allocation ("Attorney General Funds") in the amount of \$184,000 and the Local Governmental Unit (LGU) Regional Abatement Funds in the amount of \$369,955, for a combined total of \$553,955, to be used for approved opioid prevention, treatment, recovery, and harm reduction programs; AND

WHEREAS, the County issued a Request for Proposals (RFP) for qualified agencies to submit funding requests consistent with the opioid settlement spending categories; AND

WHEREAS, proposals were reviewed and funding recommendations were made in accordance with the percentage allocations established for each category: Prevention (10%), Treatment (35%), Recovery (35%), and Harm Reduction (20%); AND

WHEREAS, pursuant to the RFP, the review committee reserved the right to shift funds/allocations between percentage areas as needed to best serve the interest of the Cortland community; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby awards the opioid settlement funds as follows:

I. Prevention - (\$55,395.50)

- Rural Health Institute (RHI) - \$25,000
- Access to Independence (ATI) - \$30,395.50 (CANDLE program)

II. Treatment - (\$196,676.25)

- Access to Independence (ATI) - \$6,001.25 (CANDLE program), \$4,000 Recovery Community Organization (RCO support groups) - Total: \$10,001.25
- Family & Children's Counseling Services (FCCS) - \$183,883 (Expand Medicated Assisted Treatment to include Methadone, and provide additional funds to the Outreach and Engagement Program) plus \$2,792 transferred from Recovery category for a total of \$186,675

III. Recovery - (\$191,092.25)

- Access to Independence (ATI) - \$110,300 (TC3 program), \$66,792.25 (ATI programming), \$14,000 Recovery Community Organization (RCO) - Total: \$191,092.25
- Note: \$2,792 of Recovery funds reallocated to Treatment category (FCCS)

IV. Harm Reduction - (\$110,791)

- Rural Health Institute (RHI) - \$45,000
- Family & Children's Counseling Services (FCCS) - \$65,791

; AND BE IT FURTHER

RESOLVED, that the Chair of the Legislature and/or County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized to execute agreements with Rural Health Institute, Access to Independence, and Family & Children's Counseling Services, in accordance with the funding allocations above; AND BE IT FURTHER

RESOLVED, that any unspent funds shall be returned to the opioid settlement account to be reallocated by future legislative action.

Referred from Finance & Administration Committee

AGENDA ITEM NO. 33 – Authorize Agreement - GovOS - Occupancy Tax Online Platform - Finance & Administration

RESULT:	NO ACTION
----------------	------------------

ON MOTION OF BISCHOFF

RESOLUTION NO.

Authorize Agreement - GovOS - Occupancy Tax Online Platform - Finance & Administration

WHEREAS, Cortland County desires to create a more efficient process for compliance with County and State short-term rental laws; AND

WHEREAS, GovOS provides an online platform for compliance with registration requirements and quarterly occupancy tax payments by providing registration & recording, licensing and tax filing services; AND

WHEREAS, GovOS has provided a contract with a cost of \$28,000 for one (1) year; AND

WHEREAS, funds are budgeted in A64105.54055; NOW THEREFORE BE IT

RESOLVED, that the County Administrator or Chair of the Legislature, upon approval of the County Attorney or designee, is hereby authorized and directed to enter into an agreement with GovOS, 8310 N. Capital of Texas Hwy., Bldg 2, Ste. 250, Austin, TX 78731 for the above services and cost for a period of September 1, 2025 through August 31, 2026.

AGENDA ITEM NO. 34 – Authorizing the Continuation of an Additional One Percent (1%) Sales and Compensating Use Tax in Cortland County

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF BISCHOFF

RESOLUTION NO. 189-25

Authorizing the Continuation of an Additional One Percent (1%) Sales and Compensating Use Tax in Cortland County

WHEREAS, Cortland County previously adopted Resolution No. 45-25 and Resolution No. 96-25 requesting the State Legislature to enact legislation authorizing the County to impose an additional one percent (1%) sales and compensating use tax; AND

WHEREAS, such legislation was enacted and signed into law by the Governor of the State of New York as Chapter 234 of the Laws of 2025, authorizing the County of Cortland to impose such additional tax; AND

WHEREAS, the authorization to impose this additional one percent (1%) sales and compensating use tax is set to expire on November 30, 2027, unless further extended by the State Legislature and Governor; AND

WHEREAS, it is necessary for the County of Cortland to formally authorize and continue the imposition of the additional one percent (1%) sales and compensating use tax as permitted under Chapter 234 of the Laws of 2025; NOW THEREFORE BE IT

RESOLVED, that pursuant to the authority of Section 1210 of the New York Tax Law, as amended by Chapter 234 of the Laws of 2025, and in addition to the three percent (3%) rate of sales and compensating use taxes authorized by Resolution No. 76-1968, as amended, and imposed by Resolution No. 216-67, as amended, there is hereby imposed and continued an additional one percent (1%) rate of such taxes for the period commencing December 1, 2025, and ending November 30, 2027; AND BE IT FURTHER

RESOLVED, that the provisions of Article 29 of the New York Tax Law and the amendments thereto, and all the provisions of the resolutions of the Cortland County Legislature imposing the three percent (3%) sales and compensating use tax, shall apply to the taxes imposed pursuant to this resolution with the same force and effect as if set forth herein; AND BE IT FURTHER

RESOLVED, that all revenues resulting from the imposition of such additional one percent (1%) rate of sales and compensating use taxes shall be paid into the treasury of Cortland County and shall be credited to and deposited in the general fund of the County, except as otherwise required by law; AND BE IT FURTHER

RESOLVED, that this resolution shall take effect December 1, 2025, and shall remain in effect through November 30, 2027, unless further extended by the State of New York; AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature shall forward a certified copy of this resolution to the New York State Department of Taxation and Finance.

AGENDA ITEM NO. 35 – Authorize Sales Tax Sharing Agreement by and Between the County of Cortland and the City of Cortland

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 190-25

Authorize Sales Tax Sharing Agreement by and Between the County of Cortland and the City of Cortland

WHEREAS, the County currently imposes a sales tax on retail sales and other similar transactions and compensatory use taxes in Cortland County, all as authorized by Section 1202 of the Tax Law of the State of New York; AND

WHEREAS, the existing Sales Tax Agreement between Cortland County and the City of Cortland, entered into on August 9, 2018, commenced on January 1, 2019 and was set to continue through December 31, 2028, with an allowance for either party to terminate the agreement after June 1, 2023, upon providing six (6) months' notice and obtaining a two-thirds (2/3) majority vote of its governing board, as stated in the agreement; AND

WHEREAS, the City of Cortland Common Council previously adopted Resolution No. 62 on May 21, 2024, issuing notice of intent to terminate the existing sales tax agreement effective November 21, 2024, for the purpose of renegotiating a new agreement with the County of Cortland, but later rescinded that notice through Resolution No. 125 of 2024, adopted on October 15, 2024; AND

WHEREAS, the County of Cortland adopted Resolution No. 69-25 on March 27, 2025, effective March 28, 2025, authorizing the formal six-month notice of termination of the existing Sales Tax Agreement between Cortland County and the City of Cortland, as permitted under the contract, in order to facilitate meaningful negotiations with the City of Cortland regarding a new agreement; AND

WHEREAS, the County and City have engaged in meaningful negotiations and have reached an agreement; AND

WHEREAS, it is the decision of the County to continue to impose all of the sales tax as described in Articles 28 and 29 of the Tax Law of the State of New York and pursuant to the provisions of section 1210(a) of said law; AND

WHEREAS, it is the desire of the City not to exercise its right of preemption pursuant to Section 1224(b) of the Tax Law of the State of New York; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the Chair of the Legislature, upon review and approval by the County Attorney or designee, to execute an agreement with the City of

Cortland, subject to the approval of the Comptroller of the State of New York, with the following provisions:

(1) Term: This agreement shall commence on January 1, 2026 and shall continue until December 31, 2035. On or after December 1, 2029, either party, if authorized by a two-thirds majority of its total governing board, may give notice of not less than one (1) calendar year (defined as January 1st through December 31st), of its intention to terminate the agreement;
AND

(2) Sales Tax shall be distributed as follows:

January 1, 2026 - December 31, 2026:

For County Purposes- 57.50%

For City Purposes - 18.00%

For Towns and Village Purposes - 24.50%

January 1, 2027 - December 31, 2027:

For County Purposes- 59.50%

For City Purposes - 18.00%

For Towns and Village Purposes - 22.50%

January 1, 2028 - December 31, 2028

For County Purposes- 63.50%

For City Purposes - 18.00%

For Towns and Village Purposes - 18.50%

January 1, 2029 - December 31, 2035

For County Purposes- 65.75%

For City Purposes - 18.00%

For Towns and Village Purposes - 16.25%

AGENDA ITEM NO. 36 – Authorize Second Quarter 2025 Sales Tax Distribution - Finance Department

RESULT:	ADOPTED [15 TO 1]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Linda Jones, Legislator
AYES:	Bentley, Bischoff, Cleland, Eccleston, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
NAYS:	Beau Harbin
EXCUSED:	Sandra Price

Authorize Second Quarter 2025 Sales Tax Distribution - Finance Department

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 2025 second quarter sales tax information has been provided by the New York State Comptroller's Office showing a total collection for second quarter 2025 to be \$11,269,487.03; AND

WHEREAS, the total amount available for distribution is \$10,894,487.03, 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 (\$635,000.00) is to be withheld from the quarterly distribution; AND

WHEREAS, Cortland County receives (55%), or \$5,991,967.87 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 Director of Finance or designee to release sales tax payments for the second quarter of 2025 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	\$1,893,461.85	\$-0-	\$1,893,461.85	\$-0-
Cincinnatus, Town of	\$80,094.56	\$-0-	\$80,094.56	\$-0-
Cortlandville, Town of	\$936,028.25	\$-0-	\$936,028.25	\$-0-
Cuyler, Town of	\$78,217.10	\$(28,750.00)	\$49,467.10	\$-0-
Freetown, Town of	\$64,354.89	\$-0-	\$64,354.89	\$-0-
Harford, Town of	\$91,787.73	\$-0-	\$91,787.73	\$-0-
Homer, Town of	\$314,740.13	\$-0-	\$314,740.13	\$-0-
Homer, Village of	\$220,277.27	\$-0-	\$220,277.27	\$-0-
Lapeer, Town of	\$121,184.36	\$(121,184.36)	\$-0-	\$(102,854.47)
Marathon, Town of	\$93,443.22	\$-0-	\$93,443.22	\$-0-
Marathon, Village of	\$47,493.35	\$-0-	\$47,493.35	\$-0-
McGraw, Village of	\$41,090.53	\$-0-	\$41,090.53	\$-0-
Preble, Town of	\$176,565.80	\$-0-	\$176,565.80	\$-0-
Scott, Town of	\$100,974.87	\$-0-	\$100,974.87	\$-0-

Solon, Town of	\$94,680.41	\$-0-	\$94,680.41	\$-0-
Taylor, Town of	\$47,331.47	\$-0-	\$47,331.47	\$-0-
Truxton, Town of	\$125,417.78	\$-0-	\$125,417.78	\$-0-
Virgil, Town of	\$293,330.79	(\$25,000.00)	\$268,330.79	\$-0-
Willet, Town of	\$82,044.80	\$-0-	\$82,044.80	\$-0-
Total	\$4,902,519.16	(\$174,934.36)	\$4,727,584.80	(\$102,854.47)

; AND BE IT FURTHER

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

AGENDA ITEM NO. 37 – Authorize Extension of Tax Agreement with the City of Cortland through December 31, 2025

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 192-25

Authorize Extension of Tax Agreement with the City of Cortland through December 31, 2025

WHEREAS, the County of Cortland and the City of Cortland are parties to a Sales Tax Agreement that governs the distribution of sales tax revenues; AND

WHEREAS, the current Sales Tax Agreement is set to terminate on September 27, 2025, pursuant to Cortland County Resolution No. 69-25; AND

WHEREAS, the County and the City have negotiated a new Sales Tax Agreement to take effect January 1, 2026; AND

WHEREAS, the County and the City wish to extend by mutual agreement the current Sales Tax Agreement to maintain the same terms and conditions as the current agreement from September 28, 2025 through December 31, 2025, to ensure continuity until the new agreement becomes effective; NOW THEREFORE BE IT

RESOLVED, that the Chair of the Cortland County Legislature, upon review and approval of the County Attorney, is hereby authorized to execute an extension of the Sales Tax Agreement with the City of Cortland for the time period from September 28, 2025 through December 31, 2025, under the same terms and conditions as the current agreement in effect; AND BE IT FURTHER

RESOLVED, that this resolution shall take effect immediately.

Resolutions following Suspension of the Rules

Mr. Harbin MADE A MOTION TO SUSPEND THE RULES OF ORDER to entertain a resolution to appoint members to the Cayuga/Cortland Workforce Development Board, Mr. Nauseef SECONDED THE MOTION, and upon unanimous voice vote of members present; MOTION CARRIED.

AGENDA ITEM NO. 38 – Appoint Members - Cayuga/Cortland Workforce Development Board

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Cleland, Eccleston, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Sandra Price

ON MOTION OF FITCH

RESOLUTION NO. 193-25

Appoint Members - Cayuga/Cortland Workforce Development Board

WHEREAS, pursuant to the Workforce Innovation and Opportunity Act of 2017, the Governor of the State of New York has authorized and directed the Chief Local Elected Officials of the Cortland and Cayuga Counties, which have been designated as a Workforce Area, to appoint/reappoint members to the Workforce Development Board for said Area; NOW THEREFORE BE IT

RESOLVED, that the following be and hereby are appointed effective immediately to serve on the Cayuga/Cortland Workforce Development Board for a three year term and from the sector as listed below:

Name	Address	Sector	Term Ending
Marie Wiess	6920 Princeton Ct. Syracuse NY	Carpenters Union Local 277	6/30/2028
Michele Gravel	29 Central Ave. Cortland, NY	ACCES/VR	6/30/2028

Announcements

Adjournment

The meeting was closed at 7:35 PM



Cortland County Legislature

Legislative Session

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

~ Minutes ~

Thursday, June 26, 2025

6:00 PM

Board Room

Public Hearings

1. Local Law "D" of 2025 - A Local Law to Establish a Department of Public Works

RESULT: CLOSED [UNANIMOUS]
MOVER: Sandra Price, Legislator
SECONDER: Jason Prentice, Legislator
AYES: Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED: Mitchel Eccleston, Kevin Fitch

2. Local Law "E" of 2025 - a Local Law to Increase Salary of Officers Elected or Appointed

RESULT: CLOSED [UNANIMOUS]
MOVER: Sandra Price, Legislator
SECONDER: Beau Harbin, Minority Leader
AYES: Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED: Mitchel Eccleston, Kevin Fitch

3. Proposed Tompkins Cortland Community College's 2025-2026 Operating Budget

RESULT: CLOSED [UNANIMOUS]
MOVER: Sandra Price, Legislator
SECONDER: Jason Prentice, Legislator
AYES: Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED: Mitchel Eccleston, Kevin Fitch

Call to Order

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

Salute to the Flag

Roll Call

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County	Legislator	Present	
Cathy Bischoff	Cortland County	Legislator	Present	
Reed Cleland	Cortland County	Legislator	Present	
Mitchel Eccleston	Cortland County	Legislator	Excused	
Beau Harbin	Cortland County	Minority Leader	Present	
Paul Heider	Cortland County	Majority Leader	Present	
Linda Jones	Cortland County	Legislator	Present	
Dominick Mantella	Cortland County	Legislator	Present	
William McGovern	Cortland County	Legislator	Present	

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

Joseph Nauseef	Cortland County	Legislator	Present	
Christopher Newell	Cortland County	Legislator	Present	
Jason Prentice	Cortland County	Legislator	Present	
Sandra Price	Cortland County	Legislator	Present	
Ronald J. Van Dee	Cortland County	Legislator	Present	
Keith VanGorder	Cortland County	Legislator	Present	
Eugene Waldbauer	Cortland County	Legislator	Present	
Kevin Fitch	Cortland County	Chair of the Legislature	Excused	

Approval of Minutes

1. Cortland County Legislature - Special Meeting - May 22, 2025 5:30 PM

RESULT: APPROVED

2. Cortland County Legislature - Legislative Session - May 22, 2025 6:00 PM

RESULT: APPROVED

Privilege of the Floor

Proclamations & Recognitions

1. Cortland County Pride Month Proclamation

RESULT: COMPLETED

Presentation of Petitions, Communications, Presentations and Notices

1. Code Blue Presentation - DSS Commissioner Kristen Monroe

RESULT: COMPLETED

2. TC3 2025-2026 Budget Presentation

RESULT: COMPLETED

Reports of Standing, Special and Ad Hoc Committees

Receive and File

1. Cortland County 2025 State of the County

RESULT: RECEIVE AND FILE [UNANIMOUS]
MOVER: Beau Harbin, Minority Leader
SECONDER: Reed Cleland, Legislator
AYES: Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED: Mitchel Eccleston, Kevin Fitch

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

Resolutions from Finance & Administration Committee

AGENDA ITEM NO. 1 – Adopt 2025-2026 Tompkins Cortland Community College Operating Budget

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF BISCHOFF

RESOLUTION NO. 122-25

Adopt 2025-2026 Tompkins Cortland Community College Operating Budget

WHEREAS, the Board of Trustees of Tompkins Cortland Community College has presented to this Legislature an Operating Budget for the college fiscal year September 1, 2025 through August 31, 2026; AND

WHEREAS, a public hearing on said budget has been held on June 26, 2025, and heard all persons wishing to speak on this topic, pursuant to notice duly published; NOW THEREFORE BE IT

RESOLVED, that said operating budget in the amount of \$35,185,275 be and hereby is approved and adopted; AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature include in the Cortland County Budget for the year 2026 an amount determined pursuant to a plan for said college per adopted Resolution No. 129 for the year 1966, as amended by Resolution No. 128 and 131 for the year 1971, totaling approximately \$1,855,495 as Cortland County's share of the total Sponsoring Community Contribution of \$4,882,882, to be paid in four equal payments from account A24955.54780 after January 1, 2026; AND BE IT FURTHER

RESOLVED, that this resolution shall become effective upon adoption of a concurrent resolution by the Tompkins County Legislature.

Referred from Health & Human Services Committee

AGENDA ITEM NO. 2 – Amend 2025 Budget/Authorize Agreements for Code Blue for 2025-2026 Season

Ms. Jones MADE A MOTION TO AMEND the resolution to reflect the lower amounts due to the lower quote back from the security company, Mr. Prentice SECONDED THE MOTION, and upon unanimous voice vote of members present, MOTION CARRIED.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF VAN DEE

RESOLUTION NO. 123-25

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

Amend 2025 Budget/Authorize Agreements for Code Blue for 2025-2026 Season

WHEREAS, the New York State Office of Temporary and Disability Assistance mandates counties to implement regulations in Title 18NYCRR Section 304.1 titled Protection of Vulnerable Homeless Persons, otherwise referred to as “Code Blue” to provide shelter during inclement weather when air temperatures are at or below 32 degrees Fahrenheit; AND

WHEREAS, the New York State (NYS) Code Blue policy was established as an emergency Executive Order on December 16, 2016, with a commitment of reimbursement for additional costs to counties that are directly related to the requirements of the Code Blue regulation; AND

WHEREAS, the current Code Blue policy is no longer adequate or effective given the significant changes in affordable housing availability and evolving complex human needs of unhoused individuals since that time; AND

WHEREAS, the cost of delivering Code Blue services continues to escalate due to increasing numbers of individuals in need, rising behavioral challenges stemming from untreated mental health conditions, substance use disorders, developmental disabilities, and the rising costs of staffing, utilities, and essential supplies; AND

WHEREAS, NYS has capped the amount of funding allocated to counties for the operation of Code Blue programs, with Cortland County receiving funding equal to the expenditures of the previous year, which does not account for the annual increase in operational costs or the growing demand for services; AND

WHEREAS, NYS passed a SFY 25-26 budget that does not increase Code Blue funding and the current level of funding is inadequate to cover the increased staffing and resources necessary to safely operate warming centers, Cortland County is forced to place the burden of these rising costs on local taxpayers as a new unfunded mandate; AND

WHEREAS, Cortland County was allocated \$323,648 by NYS for the 2024-2025 Code Blue season; AND

WHEREAS, Cortland County estimates the cost to operate Code Blue contracts and services for the 2025-2026 season will be approximately \$530,700 leaving approximately \$207,052 to be funded by Cortland County if NYS provides an allocation consistent with the prior year; AND

WHEREAS, the Salvation Army has agreed to contract with Cortland County to provide Warming Center services for the 2025-2026 season; AND

WHEREAS, the Salvation Army cannot be open for all hours when the County Office Building is closed so another location may need to be leased for approximately 12 hours each week; AND

WHEREAS, the need for an on-site security officer has been identified for all warming center locations and hours outside of when the County Office Building is open to enhance safety of warming center staff and guests; AND

WHEREAS, the Salvation Army will contract with a security firm for all hours they open a warming center and the estimated cost of such service is \$126,000; AND

WHEREAS, a majority of the costs for Code Blue services will be paid from expense account A60105.54800.4696; AND

WHEREAS, the first two months and start-up costs of the Salvation Army contract for the Code Blue season will fall within the 2025 County fiscal year requiring \$172,568 to be available; NOW THEREFORE BE IT

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

RESOLVED that the County Administrator upon review and approval by the County Attorney or designee, is hereby authorized to sign an agreement with the Salvation Army for Warming Center services for the term October 1, 2025 – April 30, 2026, in an amount not to exceed \$505,700.00; AND BE IT FURTHER

RESOLVED that the County Administrator upon review and approval by the County Attorney or designee, is hereby authorized to sign an agreement with a landlord of a location to be determined for hours the Salvation Army is not open in an amount not to exceed \$25,000; AND BE IT FURTHER

RESOLVED that the following budget accounts be changed for 2025:

Increase:

Expense A60105.54800.4696 current \$320,000 change \$62,668.66 new \$382,668.66

Revenue A60105.43689.4696 current \$320,000 change \$62,668.66 new \$382,668.66

Resolutions from the Chair

AGENDA ITEM NO. 3 – SEQRA Resolution of the County of Cortland, New York, Relating to the CNYNET Broadband Network Project

RESULT:	ADOPTED [12 TO 3]
MOVER:	Paul Heider, Majority Leader
SECONDER:	William McGovern, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Mantella, McGovern, Newell, Prentice, Price, Van Dee, Waldbauer
NAYS:	Linda Jones, Joseph Nauseef, Keith VanGorder
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF FITCH

RESOLUTION NO. 124-25

SEQRA Resolution of the County of Cortland, New York, Relating to the CNYNET Broadband Network Project

WHEREAS, the County Legislators of the County of Cortland, New York (the “County”) have determined that it is necessary for the County to undertake a project (the “Project”) commonly known as the CNYNET Broadband Network project that contemplates construction of a 275-mile open access network that will deliver essential broadband services to certain unserved and under-served rural communities, including certain areas in the County, and shall specifically consist of the acquisition and installation of telecommunication cables in existing highway or utility rights of way utilizing trenchless burial or aerial placement on existing poles, including all related construction, renovations, site improvements, furnishings, fixtures and equipment required for such purposes, environmental studies, architectural, legal and engineering fees, and all other necessary costs incidental to such work, all as more specifically described in the Short Form EAF attached hereto as Exhibit “A”; and

WHEREAS, the County is a local agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”), ECL Section 8-0101, *et seq.*, and implementing regulations, 6 NYCRR Part 617 (the “Regulations”); and

WHEREAS, undertaking the Project is an Action as defined by SEQRA; and

WHEREAS, the County’s administration has reviewed the classifications of actions contained in the Regulations; and

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

NOW, THEREFORE BE IT RESOLVED ON JUNE 26, 2025 BY THE COUNTY LEGISLATORS OF CORTLAND COUNTY, NEW YORK, AS FOLLOWS:

1. The County hereby determines that the Project constitutes a Type II Action pursuant to Part 617.5(c)(7) of the Regulations and as such is not subject to review under SEQRA.
2. This resolution shall take effect immediately.

AGENDA ITEM NO. 4 – Appoint Members - Cayuga/Cortland Workforce Development Board

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF FITCH

RESOLUTION NO. 125-25

Appoint Members - Cayuga/Cortland Workforce Development Board

WHEREAS, pursuant to the Workforce Innovation and Opportunity Act of 2017, the Governor of the State of New York has authorized and directed the Chief Local Elected Officials of the Cortland and Cayuga Counties, which have been designated as a Workforce Area, to appoint/reappoint members to the Workforce Development Board for said Area; NOW THEREFORE BE IT

RESOLVED, that the following be and hereby are appointed effective immediately to serve on the Cayuga/Cortland Workforce Development Board for a one, two or three year term and from the sector as listed below with a term end date as listed below:

Name	Address	Sector	Term Ending
Paige Howell	1911 Lorings Crossing Rd, Cortland NY	Suit Kote Corp/Business	6/30/2028
Peter Schug	Cortland Office	QMC Group/Business	6/30/2026

Referred from Government Operations Committee

AGENDA ITEM NO. 5 – Adopt Local Law 6 of 2025 - A Local Law to Establish a Department of Public Works, and to Merge Therein the Existing Departments of Weights and Measures, Buildings and Grounds and Highway

RESULT:	ADOPTED [13 TO 2]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Bischoff, Harbin, Heider, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
NAYS:	Reed Cleland, Linda Jones
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF NAUSEEF

RESOLUTION NO. 126-25

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

Adopt Local Law 6 of 2025 - A Local Law to Establish a Department of Public Works, and to Merge Therein the Existing Departments of Weights and Measures, Buildings and Grounds and Highway

WHEREAS, the Cortland County Legislature recognizes the need to modernize, streamline, and improve the efficiency of county operations by consolidating related infrastructure, maintenance, and regulatory functions under a single administrative structure; AND

WHEREAS, the Legislature finds that merging the existing Departments of Weights and Measures, Buildings and Grounds, and Highway into a unified Department of Public Works will promote greater coordination, enhance service delivery, and reduce administrative redundancies; NOW THEREFORE

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

Local Law 6 of 2025 - A Local Law to Establish a Department of Public Works, and to Merge Therein the Existing Departments of Weights and Measures, Buildings and Grounds and Highway

Section 1. Department of Public Works Established; Merger of Existing Departments and Transfer of Functions

(a) Pursuant to the provisions of Section 10 of the Municipal Home Rule Law, there is hereby created and established the Cortland County Department of Public Works, which shall have the powers, functions and duties set forth in Section 2 of this local law.

(b) The Cortland County Departments of Weights and Measures, Buildings and Grounds and Highway are hereby merged into, and the functions, powers and duties of said departments without limitation, is hereby transferred to and become vested in, the Cortland County Department of Public Works.

(c) Cortland County Local Law No. 3 of 1966, which established the Cortland County Department of Highways, is hereby repealed.

(d) The Cortland County Department of Public Works shall be under the supervision and direction of a County Commissioner of Public Works, who shall be appointed by the Cortland County Legislature. The County Commissioner of Public Works shall report to the Cortland County Administrator, and shall serve at the pleasure of the Cortland County Legislature. Said Legislature may remove such County Commissioner of Public Works for malfeasance or misfeasance in office, upon written charges, after an opportunity to be heard, not less than five (5) days after the service upon such Commissioner of a copy of such charges.

(e) The term of office of such County Commissioner of Public Works shall be four

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

(4) years, unless sooner removed by the County Legislature as provided above. A vacancy in the office of County Commissioner of Public Works shall be filled by the County Legislature for the unexpired term as prescribed by law.

Section 2. Functions, Powers and Duties of the Department of Public Works

(a) The Cortland County Department of Public Works shall have and exercise such functions, powers and duties as may be prescribed by the Cortland County Legislature, including but not limited to the care, maintenance, supervision, control, construction, reconstruction, repair and improvement of all County roads, highways, bridges, culverts, and activities related to Cortland County roads and highways as provided in the laws of the State of New York including but not limited to the Highway Law of the State of New York, the General Municipal Law, the Vehicle and Traffic Law, and the regulations promulgated thereunder, and all activities heretofore performed by the Cortland County Highway Department.

(b) There shall be a Deputy Commissioner of Public Works who shall have the authority to act for and in place of the Commissioner of Public Works.

(c) The Department of Public Works shall have such employees as may from time to time be authorized by the Cortland County Legislature and appointed by the Commissioner of Public Works as provided by law.

Section 3. Department of Public Works Divisions

(a) Subject to the Commissioner's authority to combine or consolidate functions common to the various divisions, there shall be the following Divisions with the Department of Public Works:

- i. Airport
- ii. Buildings and Grounds
- iii. Dwyer Park
- iv. Highway
- v. Recycling
- vi. Solid Waste
- vii. Weights and Measures

(b) All divisions shall be under the administrative direction and supervision of the Commissioner of Public Works.

(c) Each division shall be under the direction of a Division Head who shall be appointed by the Commissioner of Public Works in accordance with any requirements of the Civil Service Law or rules that may apply. The Division Heads may be titled Director, Supervisor, Coordinator, Worker, or any other title as determined by past practice or by the Cortland County Legislature to be reflective of such division's duties, authority and responsibilities, except that any title designation must be in accordance with any applicable Civil Service Law or rule or any other State or Federal Laws or rules.

Section 4. Construction

(a) This local law shall be liberally construed to effectuate the purposes of consolidating, merging and replacing the Cortland County Departments of Weights and Measures, Buildings and Grounds, and Highway, and all powers, duties and authority heretofore exercised by such departments shall be deemed to continue and be vested in the Cortland County Department of Public Works.

(b) The Director of Weights and Measures shall possess all of the powers and duties as now or hereafter prescribed by New York State County Law Article 21.

(c) The Commissioner of Public Works shall possess all powers and duties of a County Superintendent of Highways as now or hereafter prescribed by law, and such additional and related duties as may be prescribed by general or special law, county law, or Legislative resolution.

Section 5. Separability

If any clause, sentence, paragraph, subdivision, section or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree or order shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order shall have been rendered, and the remainder of this local law shall not be affected thereby and shall remain in full force and effect.

Section 6. Effective Date

This local law shall take effect immediately upon filing with the Office of the

Secretary of State.

Referred from Public Works Committee

AGENDA ITEM NO. 6 – Authorizing Notice of Termination of the Lease Agreement Between Cortland County and the City of Cortland for the Use and Management of the County Gymnasium

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF HEIDER

RESOLUTION NO. 127-25

Authorizing Notice of Termination of the Lease Agreement Between Cortland County and the City of Cortland for the Use and Management of the County Gymnasium

WHEREAS, Cortland County and the City of Cortland entered into a lease agreement for the City's use and management of the County-owned gymnasium located at the Cortland County Office Building; AND

WHEREAS, the lease agreement allows for either party to provide written notice of non-renewal of said lease at least ninety (90) days prior to the end of the term, which is December 31, 2025; AND

WHEREAS, the County intends to terminate the lease agreement in accordance with the notice provisions; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby authorizes and directs that written notice be provided to the City of Cortland of the County's intent to terminate the lease agreement for the use and management of the County gymnasium at the end of the current lease term; AND BE IT FURTHER

RESOLVED, that the Chair of the Legislature is hereby authorized to issue the required notice of termination and to take all necessary actions to effectuate the termination of the lease agreement; AND BE IT FURTHER

RESOLVED, that the County Attorney shall forward a certified copy of this resolution and accompanying notice to the City of Cortland and any other necessary parties.

AGENDA ITEM NO. 7 – Authorize Supplemental Agreement No. 3 with NYSDOT/East River Crossing Over Tioughnioga River Bridge

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Linda Jones, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

Authorize Supplemental Agreement No. 3 with NYSDOT/East River Crossing Over Tioughnioga River Bridge

WHEREAS, the Cortland County Legislature authorized an agreement with the New York State Department of Transportation for the East River Crossing Bridge (BIN 3312310) Replacement, P.I.N. 375687, by Resolution No. 339-19; AND

WHEREAS, the Project for the East River Crossing Bridge Replacement Project is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal Funds, 15% through NYSDOT AID (Marchiselli Aid) provided the funds are appropriated by the State of New York, and 5% non-federal funds; AND

WHEREAS, the NYSDOT is amending the previously adopted agreement by adding \$3,549,000.00 for the Construction Phase of said project; NOW THEREFORE BE IT

RESOLVED, that Supplemental Agreement No. 3 with the NYSDOT, amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility), amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023, and adding phase 3 Construction; AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature of Cortland County, upon review and approval by the County Attorney, or designee, is hereby authorized to execute Supplemental Agreement No. 3 with NYSDOT, for the Construction Phase of the East River Crossing Bridge Replacement; AND BE IT FURTHER

RESOLVED, that the 2025 budget is amended as follows:

INCREASE REVENUE BUDGET:

HH512243.43597.ERRBR	State Transportation Aid	\$ 532,350
HH512244.44597.ERRBR	Federal Transportation Aid	\$2,839,200
HH99015.45031.ERRBR	Interfund Transfer-in	\$ 177,450
A.359900	Appropriated Fund Balance	\$ 177,450

INCREASE EXPENDITURE BUDGET:

HH51225.52800.ERRBR	Infrastructure	\$3,549,000
A99095.59950.ERRBR	Interfund Transfer-out	\$ 177,450

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. 8 – Abolish/Create Positions for Department of Public Works

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

RESULT:	ADOPTED [13 TO 2]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Christopher Newell, Legislator
AYES:	Bentley, Bischoff, Harbin, Heider, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
NAYS:	Reed Cleland, Linda Jones
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF HEIDER**RESOLUTION NO. 129-25****Abolish/Create Positions for Department of Public Works**

WHEREAS, the Cortland County Buildings and Grounds Department is moving under the newly created Cortland County Department of Public Works; AND

WHEREAS, the Public Works Committee recommends the abolishment of the following full-time positions:

One - Superintendent of Highway (Management, Grade 2, \$105,677-140,657, unclassified service)
 One - Deputy Superintendent of Highway (Management, Grade 5, \$85,067-113,223, exempt class)
 One - Superintendent of Buildings and Grounds (Management, Grade 8, \$68,475-91,141, competitive Class)
 One - Buildings and Grounds Foreperson (CSEA, Grade 19, \$27.2911-34.5436/hr, competitive class)
 One - Secretary 1 (CSEA, Grade 10, \$20.1738-25.5349/hr, competitive class); AND

WHEREAS, the Public Works Committee recommends the creation of the following full-time positions:

One - Commissioner of Public Works (Management, Grade 1, \$113,603-151,206, pending jurisdictional classification)
 One - Deputy Commissioner of Public Works (Management, Grade 4, \$91,446-121,715, pending jurisdictional classification)
 One - Supervisor of Buildings and Grounds (Management, Grade 9, \$63,697-84,781, competitive class)
 One - Building Maintenance Mechanic (CSEA, Grade 10, \$20.1738-25.5349/hr, non-competitive class)

; NOW THEREFORE BE IT

RESOLVED, that the following positions are abolished effective June 29, 2025:

One - Superintendent of Highway (Management, Grade 2, \$105,677-140,657, unclassified service)
 One - Deputy Superintendent of Highway (Management, Grade 5, \$85,067-113,223, exempt class)
 One - Superintendent of Buildings and Grounds (Management, Grade 8, \$68,475-91,141, competitive class)
 One - Buildings and Grounds Foreperson (CSEA, Grade 19, \$27.2911-34.5436/hr, competitive class)
 One - Secretary 1 (CSEA, Grade 10, \$20.1738-25.5349/hr, competitive class); AND BE IT FURTHER

RESOLVED, that the following positions are created with approval to fill effective June 30, 2025:

One - Commissioner of Public Works (Management, Grade 1, \$113,603-151,206, pending jurisdictional classification)
 One - Deputy Commissioner of Public Works (Management, Grade 4, \$91,446-121,715, pending jurisdictional classification)
 One - Supervisor of Buildings and Grounds (Management, Grade 9, \$63,697-84,781, competitive class)
 One - Building Maintenance Mechanic (CSEA, Grade 10, \$20.1738-25.5349/hr, non-competitive class)

; AND BE IT FURTHER

RESOLVED, that the current Superintendent of Highways is hereby appointed to serve as Commissioner of Public Works for a term ending December 31, 2026, aligning with the remainder of the current appointment term.

Referred from Government Operations Committee Cont.

AGENDA ITEM NO. 9 – Authorize Amendments to the Employment Policy Manual for Department Heads, Management Employees and Management/Confidential Employees

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF NAUSEEF

RESOLUTION NO. 130-25

Authorize Amendments to the Employment Policy Manual for Department Heads, Management Employees and Management/Confidential Employees

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

RESOLVED, the Cortland County Legislature hereby adopts the amended County of Cortland Employment Policy Manual for Department Heads, Management Employees, Management/Confidential Employees as attached effective June 30, 2025.

AGENDA ITEM NO. 10 – Adopt Local Law "E" of 2025 - a Local Law to Increase Salary of Officers Elected or Appointed for a Fixed Term During the Term of Office

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF NAUSEEF

RESOLUTION NO. 131-25

Adopt Local Law "E" of 2025 - 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

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

RESOLVED, that Local Law "E" for the year 2025 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 adopted pursuant to the amended Grade and Step Schedule for Management Confidential Employees through Cortland County Local Laws.

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 Law §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 2025 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 2025 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:

Officers appointed for a fixed term include:

Commissioner of Public Works

SECTION IV:

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

AGENDA ITEM NO. 11 – Amend the Cortland County Legislature Rules of Order

RESULT:	ADOPTED [14 TO 1]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Jason Prentice, Legislator
AYES:	Bentley, Bischoff, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
NAYS:	Reed Cleland
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF NAUSEEF

RESOLUTION NO. 132-25

Amend the Cortland County Legislature Rules of Order

WHEREAS, Local Law No. 2 for year 1972, Section 202, Paragraph 5 established that the Cortland County Legislature is empowered to enact rules governing the conduct of the members at its sessions and the manner of transacting business thereat; AND

WHEREAS, County Law Section 153[8] empowers the County Legislature to determine the rules of its own proceedings; AND

WHEREAS, the Government Operations Committee has reviewed and approved the recommended changes to the Rules of Order as attached; NOW THEREFORE BE IT

RESOLVED, that the "Rules of Order for the Cortland County Legislature" are hereby amended as attached; AND BE IT FURTHER

RESOLVED, that the rules shall be published on the Cortland County website; AND BE IT FURTHER

RESOLVED, that these amendments to the Cortland County Legislature's Rules of Order shall take effect June 27, 2025.

AGENDA ITEM NO. 12 – Extend Contract Capital Region BOCES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF NAUSEEF

RESOLUTION NO. 133-25

Extend Contract Capital Region BOCES

WHEREAS, Resolution No. 124-23 authorized Cortland County to enter into an agreement with Keenan Associates/Express Scripts Inc. for pharmacy benefits management services for Cortland County's employee and retiree health plan effective January 1, 2024 through December 31, 2025; AND

WHEREAS, Keenan Associates partners with Capital Region BOCES for a county-wide shared services initiative (CWSSI) that authorizes funding from the State to match net savings achieved; AND

WHEREAS, Resolution No. 215-24 authorized an inter-municipal agreement with Capital Region BOCES effective January 1, 2024 through December 31, 2024, to allow for participation in a prescription drug plan known as the NYS Pharmacy Purchasing Coalition, which is expected to provide an estimated cost savings to Cortland County of at least \$573,171; AND

WHEREAS, the County wishes to extend the inter-municipal agreement with Capital Region BOCES through December 31, 2025; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes and directs the Chair of the Legislature, upon review and approval by the County Attorney, to execute a contract for participation in an inter-municipal agreement with Capital Region BOCES from January 1, 2024 through December 31, 2025.

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 13 – Authorize Contract with Axon Enterprises - District Attorney

Item was not approved in Judiciary & Public Safety Committee.

RESULT:	NO ACTION
----------------	------------------

ON MOTION OF PRICE

RESOLUTION NO.

Authorize Contract with Axon Enterprises - District Attorney

WHEREAS, the Cortland County's District Attorney's Office has identified a need for services provided by Axon Enterprises, Inc. to support ongoing operations and compliance with discovery reform requirements; AND

WHEREAS, Axon Enterprises, Inc. has submitted a proposal totaling \$90,561.02 for a sixty-four (64) month agreement beginning in August 2025, with annual costs of \$20,796.88 for the first year; AND

WHEREAS, the Department has grant funding available in the Discovery Reform Compensation Grant for the 2025 budget year and all remaining years under this contract term; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the County Administrator and/or Chair of the Legislature, upon approval of the County Attorney or designee, and subject to funding by the legislature, to enter into a contract with Axon Enterprises, Inc., of 17800 North 85th Street, Scottsdale, Arizona 85255, in an amount not to exceed \$90,561.02 for a term of sixty-four (64) months.

Referred from Agriculture/Planning/Environment Committee

AGENDA ITEM NO. 14 – Opposing Senate Bill S6530 to Prohibit Permits for New or Expanding Large Concentrated Animal Feeding Operations

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF HARBIN

RESOLUTION NO. 134-25

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

Opposing Senate Bill S6530 to Prohibit Permits for New or Expanding Large Concentrated Animal Feeding Operations

WHEREAS, June is Dairy Month in Cortland County and across New York, and it is a time for us to reflect to the many contributions of our dairy farms to our health, our communities, our economies and our families; AND

WHEREAS, New York State has a rich and diverse agricultural sector which produced over \$3.3 billion dollars in gross domestic product in 2021, with milk production ranking as the fifth highest of its forty-nine peers in the United States, according to the Office of the State Comptroller; AND

WHEREAS, Upstate New York is on the receiving end of several new major industries and important economic entities which are centered on dairy production; AND

WHEREAS, the New York State Farm Bureau holds all farmers and farm workers to very high standards in matters of public health, workplace safety, and environmental contamination; AND

WHEREAS, Cortland County boasts an agricultural economy wherein dairy farmers generate \$41.7 million dollars in sales per year, according to a 2019 agricultural survey, with at least fourteen individual multigenerational family farms milking over nine-hundred cows every year; AND

WHEREAS, since the 1990s, Cortland County dairy farms have received over \$16 million dollars in direct payments from New York State, according to statistics from the Environmental Working Group; AND

WHEREAS, as recently as June 2025, four of these family dairy farms collectively received \$1.2 million dollars in state investment as part of the Dairy Modernization Grant program; AND

WHEREAS, Cortland County has experienced devastating losses in the number of dairy farms operating within its borders as a result of rising national costs in fertilizers, feed, labor, regulations, and other pressures; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature joins with the New York State Farm Bureau and the Northeast Dairy Producers' Association in expressing its opposition to Senate Bill S6530, which would introduce an arbitrary statewide limit of seven-hundred cows per farm; AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature be and hereby is directed to forward copies of this resolution to Governor Kathy Hochul, State Senator Lea Webb, Assemblymember Anna Kelles, Assemblymember Jeff Gallahan, the New York State Association of Counties, the New York State Farm Bureau, and the Northeast Dairy Producers' Association, and all others deemed necessary and proper.

AGENDA ITEM NO. 15 – Appoint Members - Cortland County Planning Board

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Linda Jones, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF HARBIN

RESOLUTION NO. 135-25

Appoint Members - Cortland County Planning Board

WHEREAS, the term of Planning Board members expires on June 30, 2025; AND

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

WHEREAS, Article III, Section 3, Terms of Office of the Cortland County Planning Board Bylaws states each voting member shall be appointed by the Legislature for a term of four (4) years; AND

WHEREAS, Article IV, Section 4, Vacancies of the Cortland County Planning Board Bylaws states vacancies in membership on the Board shall be filled by appointment by the Legislature in accordance with Section I, Article III of these Bylaws; NOW THEREFORE BE IT

RESOLVED, that the following is hereby appointed to the Cortland County Planning Board for the term as provided below:

Name	Address	Municipality	Term Expiration
Chuck Feiszli	27 N. Church Street, Cortland, NY 13045	City of Cortland	6/30/2029
Amy Bertini	6174 Little York Road, Preble, NY 13141	Preble	6/30/2029

AGENDA ITEM NO. 16 – Authorization to Apply for Department of State Brownfield Opportunity Area Grant - Planning Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Linda Jones, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF HARBIN

RESOLUTION NO. 136-25

Authorization to Apply for Department of State Brownfield Opportunity Area Grant - Planning Department

WHEREAS, Cortland County Department of Planning herein called the "Applicant", after thorough consideration, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable; AND

WHEREAS, §970-r of the General Municipal Law authorizes State assistance to eligible parties for Brownfield Opportunity Areas Program grants by means of a State Assistance Contract (the contract); AND

WHEREAS, Cortland County deems it to be in the public interest and benefit to enter into a contract therewith; NOW THEREFORE BE IT

RESOLVED, that the Director of Planning is the representative authorized to act in behalf of all applicants in all matters related to State assistance under §970-r of the General Municipal Law for the Project. The representative is also authorized to: sign and submit the application; execute the contract; request payment advances and reimbursements; redistribute contract reimbursements as appropriate; submit Project documentation; and otherwise act for all applicants in all matters related to the Project and to State assistance; AND BE IT FURTHER

RESOLVED, that Cortland County intends to complete a Pre-Planning: Area-wide Brownfield Identification and Preliminary Analysis within and throughout Cortland County to identify concentrations of known or suspected brownfields and underutilized properties for future specific planning efforts; AND BE IT FURTHER

RESOLVED, if awarded the Brownfield Opportunity Grant, the County commits to (i) using the Grant funds to complete a Brownfield Opportunity Area project, and (ii) meeting the applicant's share of

the total project cost using in-kind services as the local match.

AGENDA ITEM NO. 17 – Appoint Members to the Transportation Advisory Committee

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF HARBIN

RESOLUTION NO. 137-25

Appoint Members to the Transportation Advisory Committee

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, the Cortland County Legislature approved changes to the Bylaws of the Transportation Advisory Committee, which include staggering terms of members; 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 beginning July 1, 2025 as follows:

NAME	AGENCY/CAPACITY	TERM ENDING
Bren Diass	Public Transportation Provider - Centro	Term/Ex-Officio
Olivia Prioli	Office for Aging	12/31/2025

Referred from Health & Human Services Committee Cont.

AGENDA ITEM NO. 18 – Authorize Agreement with Brisbane Consulting Group, LLC - Department of Social Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Linda Jones, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF VAN DEE

RESOLUTION NO. 138-25

Authorize Agreement with Brisbane Consulting Group, LLC - Department of Social Services

WHEREAS, the Cortland County Department of Social Services (CCDSS) must provide adult protective representative payee services pursuant to Social Services Law 473 and 18 NYCRR 457.5; AND

WHEREAS, CCDSS is currently managing the money of up to 200 disabled individuals using an

archaic and unreliable software system; AND

WHEREAS, CCDSS desires to contract with Brisbane Consulting Group, LLC for the implementation of an AccuFund software system for the performance of representative payee and reporting functions of the Department; AND

WHEREAS, the cost of the one-time professional service implementation fee is \$12,000; AND

WHEREAS, the cost of the AccuFund Cloud Anywhere Solution for a year's subscription is \$9,060.00, but would be \$7,927.50 in the first year if engagement occurs prior to July 1, 2025; AND

WHEREAS, this purchase and contract shall be for a one (1) year period including implementation fees and software with cloud storage in an amount not to exceed \$19,999.00; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the County Administrator or Chair of the Legislature, upon review and approval by the County Attorney or designee, to enter into an agreement with Brisbane Consulting Group, LLC for the initial time period of July 1, 2025 - June 30, 2026, for an amount not to exceed \$19,999.00; AND BE IT FUTHER

RESOLVED, that the following budget accounts be changed for 2025:

Increase:

Expense A60105.54015 Maintenance Agreements	current \$2,730	change \$7,999	new
\$10,729			

Expense A60105.54055 Professional Services	current \$47,000	change	\$12,000
new \$59,000			

Decrease:

Expense A6010.54800 Program Expense	current \$2,143,905	change	\$19,999
new \$2,123,906			

AGENDA ITEM NO. 19 – Resolution Calling on Congress to Reject the Harmful Medicaid and Nutrition Assistance Cuts Included in the Final Budget Reconciliation Bill

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Reed Cleland, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF VAN DEE

RESOLUTION NO. 139-25

Resolution Calling on Congress to Reject the Harmful Medicaid and Nutrition Assistance Cuts Included in the Final Budget Reconciliation Bill

WHEREAS, the recently passed House Budget, H.R.1, dramatically cuts federal funding for Medicaid, the Affordable Care Act, and supplemental nutrition assistance (SNAP) in New York State; AND

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

WHEREAS, these cuts amount to over \$15 billion dollars annually to New York State, which would devastate county governments, healthcare providers, hospitals, food assistance recipients, and vulnerable residents throughout the State; AND

WHEREAS, these cuts include over \$7.5 billion annually to New York's Essential Plan and \$2.5 billion to Medicaid, and the elimination of \$3.1 billion in federal funding allocated for New York State Medicaid; AND

WHEREAS, the budget would add \$3.3 billion in Medicaid costs to New York taxpayers, and \$1.3 billion in added uncompensated care costs to hospitals; AND

WHEREAS, over 1 million Medicaid enrollees, representing 15% of the entire program, would lose health insurance, and administrative costs would rise by over 20% due to new program requirements, and healthcare providers would close because of the cost increases; AND

WHEREAS, nutrition program (SNAP) cuts would represent an additional \$2.1 billion in state impact beyond Medicaid cuts; AND

WHEREAS, the SNAP program changes would change the funding ratio from 50/50 federal/state-county to 25/75 federal/state-county cost share, and new program requirements would create significant new administrative costs for counties; AND

WHEREAS, county governments will be forced to choose between raising property taxes and cutting vital services to fill the resulting budget shortfalls; AND

WHEREAS, the proposed federal cost-shifting will lead to the closure of hospitals, community health centers, and the elimination of healthcare jobs, creating healthcare deserts, particularly in rural counties, and destabilizing local economies; AND

WHEREAS, county Departments of Social Services are already operating with limited staff and resources, and the increased administrative demands resulting from the proposed eligibility and work requirements would be unmanageable without significant new investments; AND

WHEREAS, the 57 counties of New York State and New York City do not have the capacity to assume any more cost shifts, which would certainly place a significant financial burden on already overtaxed New Yorkers; AND

WHEREAS, the bill now heads to the U.S. Senate to be amended and returned to the House of Representatives for final passage; NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby calls upon the New York Congressional Delegation in the U.S House and Senate to reject these spending cuts that disproportionately target New York State, and would decimate the state's county budgets; AND BE IT FURTHER

RESOLVED, NYSAC calls upon the Governor and the State Legislature to enact program reform, ensuring that potential program changes would not jeopardize the ability of New York's counties to offer these essential services without reductions, raised taxes, or both; AND BE IT FURTHER

RESOLVED, a copy of this resolution shall be provided to the counties of New York State; AND BE IT FURTHER

RESOLVED, a copy of this resolution shall be submitted to Governor Kathy Hochul, the New York State Legislature, Congressmen Josh Riley and John Mannion, Senators Charles Schumer and Kristen Gillibrand, and all others deemed necessary and proper.

AGENDA ITEM NO. 20 – Award Bid/Authorize Agreement for Cortland County Integrated System of Care Expansion Initiative Marketing and Advertising - Cortland County Mental Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF VAN DEE

RESOLUTION NO. 140-25

Award Bid/Authorize Agreement for Cortland County Integrated System of Care Expansion Initiative Marketing and Advertising - Cortland County Mental Health Department

WHEREAS, Cortland County was awarded and accepted funding through SAMHSA Systems of Care Expansion Grant in September 2024; AND

WHEREAS, this is a four (4) year grant focused on promoting mental health education, reducing stigma and increasing awareness of the System of Care, it is the expectation of the proposal to identify effective marketing campaign strategies that will support this work; AND

WHEREAS, a Request for Proposals (RFP) was issued on April 24, 2025 to solicit proposals for the Integrated System of Care Expansion Initiative Marketing and Advertising; AND

WHEREAS, Eight (8) Proposals were received from the following:

Advanced Media New York
220 South Warren St.
Syracuse, NY 13202

A to Z Communications
307 Fourth Ave.
Suite 1500
Pittsburg, PA 15222

Banyan Communications, Inc.
777 Memorial Drive SE
Suite B200
Atlanta, GA 30316

BusySeed, Inc.
2196 3rd. Ave.
10706 Beaver Dam Road
Hunt Valley, MD 21030

Initium Health
1401 Wewatta St.
Suite 103
Denver, CO 80202

NikiJones Agency
39 Front St.
Port Jervis, NY 12771

Sinclair, Inc.

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

10706 Beaver Dam Road
Hunt Valley, MD 21030

Rural Health Institute of
45 Crandall St.
Cortland, NY 13045

; AND

WHEREAS, sealed bids were received and publicly opened on May 19, 2025 at 2:30 PM; AND

WHEREAS, upon review, it is the recommendation to accept the RFP from the local vendor, Rural Health Institute (RHI) of NY, of 45 Crandall Street, Cortland, NY 13045; AND

WHEREAS, the Health and Human Services Committee of the Cortland County Legislature has reviewed and agrees with the recommendation; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby approves and awards the contract to Rural Health Institute of NY (RHI), of 45 Crandall Street, Cortland, NY 13045, in the amount of \$417,500; AND BE IT FURTHER

RESOLVED, that the funds be disbursed over the four-year grant as follows:

Year 1- \$117,000 (contract start date - 8/01/2025-09/29/2025),
Year 2- \$125,000 (9/30/2025 - 9/29/2026),
Year 3- \$117,000 (9/30/2026 - 9/29/2027),
Year 4- \$58,500 (9/30/2027 - 9/29/2028)

Totaling: \$417,500

; AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature, upon approval of the County Attorney or designee, is hereby authorized to enter into an agreement with Rural Health Institute of NY at 45 Crandall Street, Cortland NY, 13045 for said amount and purposes.

AGENDA ITEM NO. 21 – Amend Resolution No. 204-24/Authorize Lease Extension at 91-101 Main Street, LLC - Workforce Development

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Jason Prentice, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF VAN DEE

RESOLUTION NO. 141-25

Amend Resolution No. 204-24/Authorize Lease Extension at 91-101 Main Street, LLC - Workforce Development

WHEREAS, the Cortland County Legislature adopted Resolution No. 204-24, authorizing a lease extension at 91-101 Main Street, LLC from November 30, 2024 to February 28, 2025 with an additional three (3) month extension through May 31, 2025; AND

WHEREAS, there is a need to extend the lease contract by seven (7) months from May 31, 2025

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

to December 31, 2025 with no increase in rent; NOW THEREFORE BE IT

RESOLVED, that the County Administrator or a designee is hereby authorized to execute an extension on the current lease for 91-101 Main Street, LLC through December 31, 2025; AND BE IT FURTHER

RESOLVED, that upon agreement of both parties, the County Administrator or designee be and hereby is authorized to execute an additional seven (7) month extension on the lease for 91-101 Main Street, LLC through December 31, 2025 with no increase in rent.

AGENDA ITEM NO. 22 – Amend Contract with New York State Office of Mental Health and Office of Addiction Services and Support (OASAS) - Mental Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF VAN DEE

RESOLUTION NO. 142-25

Amend Contract with New York State Office of Mental Health and Office of Addiction Services and Support (OASAS) - Mental Health Department

WHEREAS, the Cortland County Legislature approved to contract with and accept funds from New York State Office of Mental Health and Office of Addiction Services and Support (OASAS) for various County community programs for the year 2025; AND

WHEREAS, Cortland County has received Opioid Stewardship Funds from New Your State; AND

WHEREAS, it is necessary to revise the contract per the OASAS State Aid Funding Authorization (SAFA) of June 2, 2025 to include \$3,523 to provider 70030, Cortland County Mental Health program 408410 for the purchase and distribution of FDA-approved formulations of naltrexone and buprenorphine-naloxone to treat county jail inmates with opioid use disorder under Opioid Stewardship Funds as of July 1, 2025; NOW THEREFORE BE IT

RESOLVED, that the Chairman of the County Legislature, upon review and approval by the County Attorney or designee, is hereby authorized to accept these funds and amend the contracts as needed for the distribution of \$3,523 to Cortland County Mental Health as of July 1, 2025: AND BE IT FURTHER

RESOLVED, that the 2025 County Mental Health budget be amended as follows:

Account	Account Number	Budget Amt	Total Alloc.	Inc/Dec
INCREASE EXPENDITURE:				
Contracted Medical Services	A43105.54615	\$40,000	\$43,523	\$3,523
INCREASE REVENUE:				
OASAS	A43105.43492	\$1,652,048	\$1,655,571	\$3,523

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

AGENDA ITEM NO. 23 – Amend 2025 Budget/Accept Increased State Aid OASAS Funding - Mental Health Department

RESULT: ADOPTED [UNANIMOUS]
MOVER: Ronald J. Van Dee, Legislator
SECONDER: Beau Harbin, Minority Leader
AYES: Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED: Mitchel Eccleston, Kevin Fitch

ON MOTION OF VAN DEE

RESOLUTION NO. 143-25

Amend 2025 Budget/Accept Increased State Aid OASAS Funding - Mental Health Department

WHEREAS, the Cortland County Legislature approved to contract with and accept funds from NYS Office of Mental Health and Office of Addiction Services and Support (OASAS) for various County community programs for the year 2025; AND

WHEREAS, Cortland County Mental Health Department has received confirmation from OASAS that State Aid funding for Catholic Charities of Cortland County has been increased by \$63,271 for 2025 for a new program; NOW THEREFORE BE IT

RESOLVED, that the Chairman of the County Legislature, upon review and approval by the County Attorney or designee, is hereby authorized to execute an agreement to accept the additional funds as listed; AND BE IT FURTHER

RESOLVED, that the 2025 County Mental Health budget be amended as follows:

Agency	Account Number	Budget Amt	Total Alloc.	Inc/Dec
INCREASE EXPENDITURE:				
Catholic Charities of Cortland County	A43105.54815.4213	\$419,313	\$482,584	\$63,271
INCREASE REVENUE:				
OASAS	A43105.43492	\$1,588,777	\$1,652,048	\$63,271

Referred from Finance & Administration Committee Cont.

AGENDA ITEM NO. 24 – Microenterprise Assistance Program Grant Award - Cobblestone Valley Farm

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 144-25

Microenterprise Assistance Program Grant Award - Cobblestone Valley Farm

WHEREAS, the Cortland County Legislature's Finance and Administration Committee was empaneled as the Cortland County Microenterprise Assistance Program Review Committee on June 17, 2025 for the purpose of reviewing applications received for the Microenterprise Grant Program; AND

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

WHEREAS, following said review the Committee recommended that Cobblestone Valley Farm, of 6609 Rt. 11, Preble, NY 13141, be awarded \$25,300 from the Microenterprise program for the purchase of equipment; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby accepts and approves the recommendation of the Cortland County Microenterprise Assistance Program Review Committee and hereby awards the sum \$25,300 to Cobblestone Valley Farm from the Cortland County Microenterprise Assistance Program funding for the purchase of equipment; AND BE IT FURTHER

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

Referred from Health & Human Services Committee Cont.

AGENDA ITEM NO. 25 – Appoint Substance Use Disorder and Developmental Disabilities Subcommittees - Mental Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ronald J. Van Dee, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF VAN DEE

RESOLUTION NO. 145-25

Appoint Substance Use Disorder and Developmental Disabilities Subcommittees - Mental Health Department

WHEREAS, the By-laws of the Cortland County Community Services Board, Article 3, Section 1 states that the Board shall have separate Subcommittees for Mental Health, Developmental Disabilities, and Substance Use Disorder, each have no more than nine (9) members; AND

WHEREAS, the term of each member of the Subcommittee shall be four (4) years except for the vacancies of unexpired terms; AND

WHEREAS, the Substance Use Disorder and Developmental Disabilities Subcommittees have vacancies due to term completion and resignations; NOW THEREFORE BE IT

RESOLVED, that the following Subcommittees' appointments be made:

SUBSTANCE USE DISORDER SUBCOMMITTEE:

NAME/ADDRESS

TERM EXPIRATION

Jessica Woodard
6 Delaware Ave
Cortland, NY 13045
Peer constituent

12/31/2028

Brad Walworth
10 Preston Dr.
Glen Aubrey, NY 13777

12/31/2026
(Completing term of Darrin Jones)

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

DEVELOPMENTAL DISABILITIES SUBCOMMITTEE:

Jillian Perkins 12/31/2028
 8 Center St
 Homer NY 13077
 OPWDD Agency Rep / Regional Director

Kimberly VanEtten 12/31/2028
 9 Clinton St
 Homer, NY 13077
 Parent / Liberty Partnerships

Neil Cavalieri 12/31/2026
 6525 Thunder Road
 LaFayette, NY 13084
 New to area - JM Murray
 (Completing term of Crystol Benedict)

Referred from Finance & Administration Committee Cont.

AGENDA ITEM NO. 26 – Microenterprise Assistance Program Grant Award - Groove Tattoo Supply, Inc.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF BISCHOFF**RESOLUTION NO. 146-25****Microenterprise Assistance Program Grant Award - Groove Tattoo Supply, Inc.**

WHEREAS, the Cortland County Legislature's Finance and Administration Committee was empaneled as the Cortland County Microenterprise Assistance Program Review Committee on June 17, 2025 for the purpose of reviewing applications received for the Microenterprise Grant Program; AND

WHEREAS, following said review the Committee recommended that Groove Tattoo Supply, Inc, of 2095 Weaver Rd., Cortland, NY 13045, be awarded \$9,700 from the Microenterprise program for the purchase of inventory and supplies; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby accepts and approves the recommendation of the Cortland County Microenterprise Assistance Program Review Committee and hereby awards the sum of \$9,700 to Groove Tattoo Supply, Inc. from the Cortland County Microenterprise Assistance Program funding for the purchase of inventory and supplies; AND BE IT FURTHER

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

AGENDA ITEM NO. 27 – Authorize Agreement - GovOS - Occupancy Tax Online Platform - Finance & Administration

Item was not approved at Finance & Administration Committee.

RESULT:	NO ACTION
----------------	------------------

ON MOTION OF BISCHOFF

RESOLUTION NO.

Authorize Agreement - GovOS - Occupancy Tax Online Platform - Finance & Administration

WHEREAS, Cortland County desires to create a more efficient process for compliance with County and State short-term rental laws; AND

WHEREAS, GovOS provides an online platform for compliance with registration requirements and quarterly occupancy tax payments by providing registration & recording, licensing and tax filing services; AND

WHEREAS, GovOS has provided a contract with a cost of \$19,995 for one (1) year; AND

WHEREAS, funds are budgeted in A64105.54055; NOW THEREFORE BE IT

RESOLVED, that the County Administrator or Chair of the Legislature, upon approval of the County Attorney or designee, is hereby authorized and directed to enter into an agreement with GovOS, 8310 N. Capital of Texas Hwy., Bldg 2, Ste. 250, Austin, TX 78731 for the above services and cost for a period of July 1, 2025 through June 30, 2026.

AGENDA ITEM NO. 28 – Accept Contributions from Cortland Tobacco Asset Securitization Corporation

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 147-25

Accept Contributions from Cortland Tobacco Asset Securitization Corporation

WHEREAS, the Cortland Tobacco Asset Securitization Corporation (CTASC) Board voted to provide up to \$70,000 in funding for furniture and office equipment for the new Mental Health building; AND

WHEREAS, the CTASC Board voted to provide up to \$100,000 in funding for IT computers, if other sources are not found by December 31, 2025; NOW BE IT THEREFORE

RESOLVED, the Cortland County Legislature accepts the contributions of up to \$70,000 and \$100,000 for Mental Health furniture and office equipment and IT computers, respectively, from CTASC; AND BE IT FURTHER

RESOLVED, that the 2025 Cortland County Budget be and hereby is amended as follows to accept the funding from the CTASC for the uses specified above:

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

INCREASE:

A16805.52060	Computers	\$100,000
A16805.42705	Gifts & Donations	\$100,000
A43105.52005	Capital Office Equipment	\$ 70,000
A43105.42705	Gifts & Donations	\$ 70,000

Suspension of the Rules

Mr. Nauseef MADE A MOTION TO SUSPEND THE RULES OF ORDER to entertain three (3) resolutions relating to the broadband infrastructure project, Mr. McGovern SECONDED THE MOTION, and upon unanimous voice vote of members present; MOTION CARRIED.

AGENDA ITEM NO. 29 – Bond Resolution of the County of Cortland, New York, Adopted on June 26, 2025, Authorizing a Broadband Telecommunications Infrastructure Project, at a Maximum Estimated Cost within Cortland County of \$7,854,387, and Authorizing the Issuance of Up to \$3,000,000 Bonds of Said County to Pay the Cost Thereof

A roll call vote was taken as follows:

	Votes	AYE	NAY	Total
Bentley (LD1)	2744	1		2744
Bischoff (LD3)	2743	1		2743
Cleland (LD10)	2995	1		2995
Eccleston (LD17)	3379		1	0
Harbin (LD2)	2747	1		2747
Heider (16)	3192		1	0
Jones (LD9)	2989		1	0
Mantella (LD6)	2740	1		2740
McGovern (LD 15)	2734	1		2734
Nauseef (LD12)	2819		1	0
Newell (LD11)	2837		1	0
Prentice (LD5)	2744		1	0
Price (LD14)	3344	1		3344
VanDee (LD4)	2743	1		2743
VanGorder (LD7)	2743		1	0
Waldbauer (LD13)	2853		1	0
Chairman Fitch (LD8)	2990		1	0
Total	49336	8	9	22790
		Majority	24669	
		2/3rd	32892	

RESULT:	FAILED [8 TO 7]
MOVER:	Reed Cleland, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Cleland, Harbin, Mantella, McGovern, Price, Van Dee
NAYS:	Heider, Jones, Nauseef, Newell, Prentice, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF BISCHOFF

RESOLUTION NO.

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

Bond Resolution of the County of Cortland, New York, Adopted on June 26, 2025, Authorizing a Broadband Telecommunications Infrastructure Project, at a Maximum Estimated Cost within Cortland County of \$7,854,387, and Authorizing the Issuance of Up to \$3,000,000 Bonds of Said County to Pay the Cost Thereof

WHEREAS, pursuant to General Municipal Law § 99-y a the County of Cortland, New York (the “County”) is authorized and empowered to establish, construct, and maintain broadband and related telecommunications infrastructure, or to contract for the construction and maintenance of such services with a corporation or nonprofit organization, and for the maintenance, care, and replacement of infrastructure in connection therewith, if such governing body finds that such facilities are necessary; AND

WHEREAS, in December of 2020, the Central New York Regional Planning and Development Board (CNY RPDB) commissioned a study to determine rural area broadband capacity and explore opportunities for possible broadband expansion and such study concluded that approximately 265.3 miles of roads in the County do not have cable or fiber optic infrastructure impacting 1,509 households; AND

WHEREAS, in November of 2024, New York State announced that a grant (the “Grant”) was awarded to CNY RPDB through the “ConnectALL Municipal Infrastructure Grant Program” to pay the cost of constructing a broadband project consisting of a regional fiber network serving locations throughout the County to remedy the lack of high-speed internet access in rural areas; AND

WHEREAS, CNY RPDB has represented to the County that ConnectALL’s Municipal Infrastructure Program is funded by the U.S. Department of the Treasury under the American Rescue Plan’s Capital Projects Fund; AND

WHEREAS, CNY RPDB has further represented to the County that the provisions of the Grant require CNY RPDB to finance the cost of construction, such that grant proceeds will be transferred to CNY RPDB in the form of progress payments during the course of construction of the proposed broadband system; AND

WHEREAS, CNY RPDB has requested the County to finance the cost of acquisition, construction and installation of the proposed broadband system and has represented that the County shall be reimbursed for such costs with proceeds of the Grant at the completion of construction of the broadband system; AND

WHEREAS, the County is a local agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”), ECL Section 8-0101, *et seq.*, and implementing regulations, 6 NYCRR Part 617 (the “Regulations”); AND

WHEREAS, by resolution previously adopted on June 26, 2025, the County Legislature reviewed the classifications of actions contained in the Regulations together with a Short Form EAF that described the Project (as defined below) in detail and determined that the Project constitutes a Type II Action pursuant to Part 617.5(c)(7) of the Regulations, and as such is not subject to review under SEQRA; AND

WHEREAS, the County Legislature now intends to authorize undertaking and financing the proposed broadband system.

NOW, THEREFORE BE IT RESOLVED ON JUNE 26, 2025 BY THE COUNTY LEGISLATORS OF CORTLAND COUNTY, NEW YORK (by favorable vote of not less than two thirds of said Legislature), AS FOLLOWS:

Section 1. For the class of object or purpose of undertaking the acquisition, construction and installation of a broadband project consisting of a regional fiber network serving certain locations throughout the County, including all related construction, renovations, site improvements, furnishings, fixtures and equipment required for such purposes, environmental studies, architectural, legal and engineering fees, and all other necessary costs incidental to such work (collectively, the “Project”), in and

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

for the County, there are hereby authorized to be issued up to \$3,000,000 bonds and notes, including renewal thereof, of the County pursuant to the provisions of the Local Finance Law. Undertaking the Project is hereby approved. It is hereby determined that the requirements of SEQRA have been met. It is further determined that the Project is necessary for purposes of General Municipal Law § 99-y.

Section 2. It is hereby determined that the maximum estimated cost of the class of objects or purposes of the Project within Cortland County is \$7,854,387 and that the plan for the financing thereof is by the issuance of up to \$3,000,000 serial bonds hereby authorized to be issued pursuant to this bond resolution and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable, and the subsequent reimbursement of the County from proceeds of the Grant and any other state and/or federal assistance available or to any revenues available for such purpose from any other source.

Section 3. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such years and such debt service payments may be made in substantially level or declining amounts as may be authorized by law. All the taxable real property within the County shall be subject to the levy of ad valorem taxes sufficient to pay the principal of and interest on said bonds, subject to applicable statutory limitations.

Section 4. Subject to the provisions of the Local Finance Law and the approval of the County Attorney, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County's Director of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by the County's Director of Finance, consistent with the provisions of the Local Finance Law.

Section 5. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the County's Director of Finance, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County's Director of Finance shall determine consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of Cortland County, New York, by the manual or facsimile signature of the County's Director of Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested to by the manual or facsimile signature of the County Clerk. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent.

Section 7. The bonds authorized hereunder, and any bond anticipation notes issued in anticipation of the sale of such bonds, shall be includable in gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

Section 8. The following additional matters are hereby determined and declared:

() Pursuant to subdivision 109 of Section 11.00 of the Local Finance Law, the period of probable usefulness of the Project is 10 years; and

() Current funds are required by the Local Finance Law to be provided prior to the issuance of the bonds and any notes issued in anticipation thereof authorized by this resolution; and

() The County reasonably expects to reimburse itself for expenditures made out of the County's General Fund for the Project from the proceeds of the bonds or notes herein authorized.

() This resolution is a declaration of official intent to reimburse for purposes of Treasury Regulation Section 1.150-2.

() The bonds authorized herein are not being issued for an assessable improvement.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

a) Such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

b) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

c) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

Due to the Motion failing, the other two (2) motions were moot points, and therefore they were not entertained.

AGENDA ITEM NO. 30 – Resolution of the County of Cortland, New York, Adopted on June 26, 2025, Authorizing the Execution and Delivery of an Intermunicipal Agreement Relating to a Broadband Telecommunications Infrastructure Project

RESULT:	NO ACTION
----------------	------------------

ON MOTION OF BISCHOFF

RESOLUTION NO.

Resolution of the County of Cortland, New York, Adopted on June 26, 2025, Authorizing the Execution and Delivery of an Intermunicipal Agreement Relating to a Broadband Telecommunications Infrastructure Project

WHEREAS, pursuant to General Municipal Law § 99-y a, the County is authorized and empowered to establish, construct, and maintain broadband and related telecommunications infrastructure, or to contract for the construction and maintenance of such services with a corporation or nonprofit organization, and for the maintenance, care, and replacement of infrastructure in connection therewith, if such governing body finds that such facilities are necessary; AND

WHEREAS, in December of 2020, the Central New York Regional Planning and Development Board (CNY RPDB) commissioned a study to determine rural area broadband capacity and explore opportunities for possible broadband expansion and such study concluded that approximately 265.3 miles of roads in the County do not have cable or fiber optic infrastructure impacting 1,509 households; AND

Minutes Acceptance: Minutes of Jun 26, 2025 6:00 PM (Approval of Minutes)

WHEREAS, in November of 2024, New York State announced that a grant (the “Grant”) was awarded to CNY RPDB through the “ConnectALL Municipal Infrastructure Grant Program” to pay the cost of constructing a broadband project consisting of a regional fiber network serving certain locations throughout the County, including all related construction, renovations, site improvements, furnishings, fixtures and equipment required for such purposes, environmental studies, architectural, legal and engineering fees, and all other necessary costs incidental to such work (collectively, the “Project”) to remedy the lack of high-speed internet access in rural areas; AND

WHEREAS, CNY RPDB has represented to the County that ConnectALL’s Municipal Infrastructure Program is funded by the U.S. Department of the Treasury under the American Rescue Plan’s Capital Projects Fund; AND

WHEREAS, CNY RPDB has further represented to the County that the provisions of the Grant require CNY RPDB to finance the cost of construction, such that grant proceeds will be transferred to CNY RPDB upon completion of construction of the Project; AND

WHEREAS, CNY RPDB has requested the County to finance the cost of acquisition, construction and installation of the proposed broadband system and has represented that the County shall be reimbursed for such costs with proceeds of the Grant; AND

WHEREAS, the County is a local agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”), ECL Section 8-0101, *et seq.*, and implementing regulations, 6 NYCRR Part 617 (the “Regulations”); AND

WHEREAS, by resolution previously adopted on June 26, 2025, the County Legislature reviewed the classifications of actions contained in the Regulations together with a Short Form EAF that described the Project in detail and determined that the Project constitutes a Type II Action pursuant to Part 617.5(c)(7) of the Regulations, and as such is not subject to review under SEQRA; AND

WHEREAS, by resolution previously adopted on June 26, 2025, the County Legislature approved a Bond Resolution that authorized undertaking the Project and further authorized the issuance of bonds and notes to finance the cost of the Project; AND

WHEREAS, the County Legislature now intends to authorize an intermunicipal agreement relating to the Project; and

NOW, THEREFORE BE IT RESOLVED ON JUNE 26, 2025 BY THE COUNTY LEGISLATORS OF CORTLAND COUNTY, NEW YORK (by favorable vote of a majority of said Legislature), AS FOLLOWS:

Section 1. The County Legislature hereby determines to:

(a) execute the Intermunicipal Agreement, in substantially the form presented to this meeting with such amendments or modifications as the County Attorney approves, provided no such amendment or modification materially alters the risk to the County, and undertake the Project pursuant to the terms of the IMA; and

(b) execute and deliver all other certificates and documents required in connection with Intermunicipal Agreement and the Project, including any other documents as may be required to accomplish the Project (collectively, the “IMA Documents”).

Section 2. Subject to the approval of the County Attorney, the Chairman of the County Legislature is hereby authorized, on behalf of the County, to execute (by manual or facsimile signature) and deliver the IMA Documents, on such terms and conditions as shall be consistent with this resolution and approved by the Chairman of the County Legislature, the execution thereof by the Chairman of the County Legislature constituting conclusive evidence of such approval.

Section 3. Subject to the approval of the County Attorney, the Chairman of the County Legislature is hereby authorized and directed for and in the name and on behalf of the County to do all acts and things required or provided by the provisions of the IMA, and to execute and deliver all IMA Documents, and to do all such further acts and things as may be necessary or in the opinion of the Chairman of the County Legislature acting on behalf of the County, desirable and proper to effect the purposes of this resolution and to cause compliance by the County with all of the terms, covenants, and provisions of the IMA Documents binding upon the County.

Section 4. It is hereby found and determined that all formal actions of the County concerning and relating to the adoption of this resolution were adopted in an open meeting of the County; and that all deliberations of the County and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5. Due to the complex nature of this transaction, the County hereby authorizes the Chairman of the County Legislature to approve, execute and deliver such further agreements, documents and certificates as the County may be advised by the County Attorney to be necessary or desirable to effectuate the foregoing, such approval to be conclusively evidenced by the execution of any such agreements, documents or certificates by the Chairman of the County Legislature acting on behalf of the County.

Section 6. This resolution shall take effect immediately.

AGENDA ITEM NO. 31 – Authorizing Advancement of An Amount Not To Exceed \$250,000 To CNYNET, Inc. For The Purpose of Commencing the Broadband Telecommunications Infrastructure Project

RESULT: NO ACTION

ON MOTION OF BISCHOFF

RESOLUTION NO.

Authorizing Advancement of An Amount Not To Exceed \$250,000 To CNYNET, Inc. For The Purpose of Commencing the Broadband Telecommunications Infrastructure Project

WHEREAS, in December of 2020, the Central New York Regional Planning and Development Board (CNY RPDB) commissioned a study to determine rural area broadband capacity and explore opportunities for possible broadband expansion, and such study concluded that approximately 265.3 miles of roads in the County do not have cable or fiber optic infrastructure impacting 1,509 households; AND

WHEREAS, in November of 2024, New York State announced that a grant (the “Grant”) was awarded to CNY RPDB through the “ConnectALL Municipal Infrastructure Grant Program” to pay the cost of constructing a broadband project consisting of a regional fiber network serving locations throughout the County to expand high-speed internet access in rural areas; AND

WHEREAS, CNY RPDB has represented to the County that ConnectALL’s Municipal Infrastructure Program is funded by the U.S. Department of the Treasury under the American Rescue Plan’s Capital Projects Fund; AND

WHEREAS, CNY RPDB has further represented to the County that the provisions of the Grant require CNY RPDB to finance the cost of construction, such that grant proceeds will be transferred to CNY RPDB in the form of progress payments during the course of construction of the proposed broadband system; AND

WHEREAS, CNY RPDB has requested that Cayuga and Cortland Counties finance the cost of acquisition, construction, and installation of the proposed broadband system and has represented that the County shall be fully reimbursed for such costs with proceeds of the Grant; AND

WHEREAS, the County is a local agency pursuant to the New York State Environmental Quality Review Act ("SEQRA"), ECL Section 8-0101, et seq., and implementing regulations, 6 NYCRR Part 617 (the "Regulations"); AND

WHEREAS, by Resolution No. ____-25, previously adopted on June 26, 2025, the County Legislature reviewed the classifications of actions contained in the Regulations together with a Short Form EAF that described the Project in detail and determined that the Project constitutes a Type II Action pursuant to Part 617.5(c)(7) of the Regulations, and as such is not subject to review under SEQRA; AND

WHEREAS, pursuant to General Municipal Law § 99-y a, the County Legislature by Resolution No. ____-25 adopted on June 26, 2025, authorized a broadband telecommunications infrastructure project and authorized the issuance of up to \$3,000,000 in bond anticipation notes of said County to pay the costs thereof; AND

WHEREAS, Resolution No. ____-25, adopted on June 26, 2025, authorized the execution and delivery of an Intermunicipal Agreement relating to the Broadband Telecommunications Infrastructure Project (herein after "Project"); AND

WHEREAS, implementation of the Project requires that the parties, Cortland County, Cayuga County, and CNY RPDB, enter into various agreements including, pertaining and not limited to, intermunicipal agreements, the creation of a local development corporation (LDC), CNYNET, Inc., and infrastructure construction; AND

WHEREAS, CNY RPDB and Empire State Development (ESD) will revise the Grant Development Agreement to incorporate the LDC, CNYNET, Inc., into the Project; AND

WHEREAS, Cortland County will have an ownership interest in the Project until either CNY RPDB or CNYNET repay Cortland County an amount equal to the sums expended by Cortland County bonding for the Project plus interest and expenses; AND

WHEREAS, CNY RPDB, requires the advance of \$250,000.00, which will be reimbursed by the Grant, to commence the Project and permit the filing of certain permits with the various utility companies along the proposed Project route; NOW THEREFORE BE IT

RESOLVED, the Chair of the Cortland County Legislature, and the Director of Finance, subject to the approval of the County Attorney, are authorized to advance the funds to CNYNET, Inc. in an amount not to exceed \$250,000.00 from the County's unappropriated fund balance to commence the Project and permit the filing of certain permits with the various utility companies along the proposed Project route; AND BE IT FURTHER

RESOLVED, that the monies will be spent on capital assets and project costs pursuant to the Grant Development agreement only, and not on operating expense costs; AND BE IT FURTHER

RESOLVED, that the Director of Finance be and hereby is authorized and directed to make the journal and accounting entries required to implement the intent of this Resolution.

AGENDA ITEM NO. 32 – Rescind Resolution No. 124-25 - SEQRA Determination for the CNYNET Broadband Network Project

Mr. Nauseef MADE A MOTION TO SUSPEND THE RULES OF ORDER to entertain a resolution to rescind a resolution previously adopted for a SEQRA for the broadband project, Mr. McGovern SECONDED THE MOTION, and upon unanimous voice vote of members present, MOTION CARRIED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	William McGovern, Legislator
SECONDER:	Jason Prentice, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer
EXCUSED:	Mitchel Eccleston, Kevin Fitch

ON MOTION OF MCGOVERN**RESOLUTION NO. 148-25**

Rescind Resolution No. 124-25 - SEQRA Determination for the CNYNET Broadband Network Project

WHEREAS, the Cortland County Legislature adopted Resolution No. 124-25, which classified the proposed CNYNET Broadband Network Project as a Type II action under the New York State Environmental Quality Review Act (SEQRA); AND

WHEREAS, said SEQRA determination was made in connection with the anticipated advancement of the CNYNET Broadband Network Project, including its funding through a bonding resolution to be adopted by the Legislature; AND

WHEREAS, the Cortland County Legislature did not authorize the required bonding resolution necessary to finance the CNYNET Broadband Network Project; AND

WHEREAS, in the absence of approved project funding, the Project will not proceed at this time, rendering the SEQRA determination adopted under Resolution No. 124-25 unnecessary and obsolete; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby rescinds Resolution No. 124-25 in its entirety; AND BE IT FURTHER

RESOLVED, that this resolution shall take effect immediately.

Announcements**Adjournment**

The meeting was closed at 8:22 PM



Cortland County Legislature

Special Meeting

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

~ Minutes ~

Thursday, July 17, 2025

6:00 PM

Board Room

Salute to the Flag

Roll Call

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

Resolutions

AGENDA ITEM NO. 1 – Appointment of the Cortland County Title VI Officer

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Harbin, Heider, Mantella, McGovern, Nauseef, Newell, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Cleland, Eccleston, Jones, Prentice, Price

ON MOTION OF FITCH

RESOLUTION NO. 149-25

Appointment of the Cortland County Title VI Officer

WHEREAS, the Title VI Act of 1964 ensured that anti-discrimination is enforced throughout the work undertaken by all recipients of federal funding; AND

WHEREAS, the New York State Department of Transportation (NYSDOT) Title VI/Environmental Justice program serves, creates, implements and regulates procedures that comply with Title VI of the Civil Rights Act of 1964, the Environmental Justice Executive Order 12898, Executive Order 13166, Limited English proficiency, the Civil Rights Restoration Act of 1987 and the Title 49 CFR Part 21; AND

Minutes Acceptance: Minutes of Jul 17, 2025 6:00 PM (Approval of Minutes)

WHEREAS, the Federal Transit Administration (FTA) requires all applicants who receive federal funding ensure their programs, policies, and activities comply with Title VI of the Civil Rights Act of 1964; AND

WHEREAS, Title VI provisions include, but are not limited to, prohibiting discrimination on the grounds of race, color, sex, age, nationality, religion, disabling condition, or being included within minority populations and/or low income populations, as well as prohibits exclusion from participation, denial of benefits to, or others subject to discrimination under any program or activity administered by NYSDOT; AND

WHEREAS, Cortland County is an applicant on various types of transportation grants; AND

WHEREAS, there is a need for Cortland County to appoint a new Title VI Officer, NOW THEREFORE BE IT

RESOLVED, that Trisha R. Hiemstra, PE, be and hereby is appointed as the Title VI Officer for Cortland County effective immediately.

AGENDA ITEM NO. 2 – Create Position of Chief Information Officer - Information Technology

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Bischoff, Harbin, Heider, Mantella, McGovern, Nauseef, Newell, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Cleland, Eccleston, Jones, Prentice, Price

ON MOTION OF HEIDER

RESOLUTION NO. 150-25

Create Position of Chief Information Officer - Information Technology

WHEREAS, the needs of the agency will be better served by creating one full-time position of Chief Information Officer; AND

WHEREAS, the Department of Public Works Committee recommends the creation of this position; NOW THEREFORE BE IT

RESOLVED, that one full-time-time position of Chief Information Officer (Management Compensation Plan, off-scale, \$145, 000, pending jurisdictional classification), be created with approval to fill on July 18, 2025.

AGENDA ITEM NO. 3 – SEQRA Resolution of the County of Cortland, New York, Relating to the CNYNET Broadband Network Project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Bischoff, Harbin, Heider, Mantella, McGovern, Nauseef, Newell, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Cleland, Eccleston, Jones, Prentice, Price

ON MOTION OF FITCH

RESOLUTION NO. 151-25

Minutes Acceptance: Minutes of Jul 17, 2025 6:00 PM (Approval of Minutes)

SEQRA Resolution of the County of Cortland, New York, Relating to the CNYNET Broadband Network Project

WHEREAS, the County Legislators of the County of Cortland, New York (the “County”) have determined that it is necessary for the County to undertake a project (the “Project”) commonly known as the CNYNET Broadband Network project that contemplates construction of a 275-mile open access network that will deliver essential broadband services to certain unserved and under-served rural communities, including certain areas in the County, and shall specifically consist of the acquisition and installation of telecommunication cables in existing highway or utility rights of way utilizing trenchless burial or aerial placement on existing poles, including all related construction, renovations, site improvements, furnishings, fixtures and equipment required for such purposes, environmental studies, architectural, legal and engineering fees, and all other necessary costs incidental to such work, all as more specifically described in the Short Form EAF attached hereto as Exhibit “A”; and

WHEREAS, the County is a local agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”), ECL Section 8-0101, *et seq.*, and implementing regulations, 6 NYCRR Part 617 (the “Regulations”); and

WHEREAS, undertaking the Project is an Action as defined by SEQRA; and

WHEREAS, the County’s administration has reviewed the classifications of actions contained in the Regulations; and

NOW, THEREFORE BE IT RESOLVED ON JULY 17, 2025 BY THE COUNTY LEGISLATORS OF CORTLAND COUNTY, NEW YORK, AS FOLLOWS:

1. The County hereby determines that the Project constitutes a Type II Action pursuant to Part 617.5(c)(7) of the Regulations and as such is not subject to review under SEQRA.
2. This resolution shall take effect immediately.

AGENDA ITEM NO. 4 – Bond Resolution of the County of Cortland, New York, Adopted on July 17, 2025, Authorizing a Broadband Telecommunications Infrastructure Project, at a Maximum Estimated Cost within Cortland County of \$7,854,387, and Authorizing the Issuance of Up to \$3,000,000 Bonds of Said County to Pay the Cost Thereof

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 152-25

Bond Resolution of the County of Cortland, New York, Adopted on July 17, 2025, Authorizing a Broadband Telecommunications Infrastructure Project, at a Maximum Estimated Cost within Cortland County of \$7,854,387, and Authorizing the Issuance of Up to \$3,000,000 Bonds of Said County to Pay the Cost Thereof

WHEREAS, pursuant to General Municipal Law § 99-y a the County of Cortland, New York (the “County”) is authorized and empowered to establish, construct, and maintain broadband and related telecommunications infrastructure, or to contract for the construction and maintenance of such services with a corporation or nonprofit organization, and for the maintenance, care, and replacement of infrastructure in

Minutes Acceptance: Minutes of Jul 17, 2025 6:00 PM (Approval of Minutes)

connection therewith, if such governing body finds that such facilities are necessary; AND

WHEREAS, in December of 2020, the Central New York Regional Planning and Development Board (CNY RPDB) commissioned a study to determine rural area broadband capacity and explore opportunities for possible broadband expansion and such study concluded that approximately 265.3 miles of roads in the County do not have cable or fiber optic infrastructure impacting 1,509 households; AND

WHEREAS, in November of 2024, New York State announced that a grant (the “Grant”) was awarded to CNY RPDB through the “ConnectALL Municipal Infrastructure Grant Program” to pay the cost of constructing a broadband project consisting of a regional fiber network serving locations throughout the County to remedy the lack of high-speed internet access in rural areas; AND

WHEREAS, CNY RPDB has represented to the County that ConnectALL’s Municipal Infrastructure Program is funded by the U.S. Department of the Treasury under the American Rescue Plan’s Capital Projects Fund; AND

WHEREAS, CNY RPDB has further represented to the County that the provisions of the Grant require CNY RPDB to finance the cost of construction, such that grant proceeds will be transferred to CNY RPDB in the form of progress payments during the course of construction of the proposed broadband system; AND

WHEREAS, CNY RPDB has requested the County to finance the cost of acquisition, construction and installation of the proposed broadband system and has represented that the County shall be reimbursed for such costs with proceeds of the Grant at the completion of construction of the broadband system; AND

WHEREAS, the County is a local agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”), ECL Section 8-0101, *et seq.*, and implementing regulations, 6 NYCRR Part 617 (the “Regulations”); AND

WHEREAS, by resolution previously adopted on July 17, 2025, the County Legislature reviewed the classifications of actions contained in the Regulations together with a Short Form EAF that described the Project (as defined below) in detail and determined that the Project constitutes a Type II Action pursuant to Part 617.5(c)(7) of the Regulations, and as such is not subject to review under SEQRA; AND

WHEREAS, the County Legislature now intends to authorize undertaking and financing the proposed broadband system.

NOW, THEREFORE BE IT RESOLVED ON JULY 17, 2025 BY THE COUNTY LEGISLATORS OF CORTLAND COUNTY, NEW YORK (by favorable vote of not less than two thirds of said Legislature), AS FOLLOWS:

Section 1. For the class of object or purpose of undertaking the acquisition, construction and installation of a broadband project consisting of a regional fiber network serving certain locations throughout the County, including all related construction, renovations, site improvements, furnishings, fixtures and equipment required for such purposes, environmental studies, architectural, legal and engineering fees, and all other necessary costs incidental to such work (collectively, the “Project”), in and for the County, there are hereby authorized to be issued up to \$3,000,000 bonds and notes, including renewal thereof, of the County pursuant to the provisions of the Local Finance Law. Undertaking the Project is hereby approved. It is hereby determined that the requirements of SEQRA have been met. It is further determined that the Project is necessary for purposes of General Municipal Law § 99-y.

Section 2. It is hereby determined that the maximum estimated cost of the class of objects or purposes of the Project within Cortland County is \$7,854,387 and that the plan for the financing thereof is by the issuance of up to \$3,000,000 serial bonds hereby authorized to be issued pursuant to this bond resolution and the levy and collection of taxes on all the taxable real property in the County to pay the

principal of said bonds and the interest thereon as the same shall become due and payable, and the subsequent reimbursement of the County from proceeds of the Grant and any other state and/or federal assistance available or to any revenues available for such purpose from any other source.

Section 3. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such years and such debt service payments may be made in substantially level or declining amounts as may be authorized by law. All the taxable real property within the County shall be subject to the levy of ad valorem taxes sufficient to pay the principal of and interest on said bonds, subject to applicable statutory limitations.

Section 4. Subject to the provisions of the Local Finance Law and the approval of the County Attorney, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County's Director of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by the County's Director of Finance, consistent with the provisions of the Local Finance Law.

Section 5. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the County's Director of Finance, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County's Director of Finance shall determine consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of Cortland County, New York, by the manual or facsimile signature of the County's Director of Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested to by the manual or facsimile signature of the County Clerk. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent.

Section 7. The bonds authorized hereunder, and any bond anticipation notes issued in anticipation of the sale of such bonds, shall be includable in gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

Section 8. The following additional matters are hereby determined and declared:

- a) Pursuant to subdivision 109 of Section 11.00 of the Local Finance Law, the period of probable usefulness of the Project is 10 years; and
- b) Current funds are required by the Local Finance Law to be provided prior to the issuance of the bonds and any notes issued in anticipation thereof authorized by this resolution; and
- c) The County reasonably expects to reimburse itself for expenditures made out of the County's General Fund for the Project from the proceeds of the bonds or notes herein authorized.
- d) This resolution is a declaration of official intent to reimburse for purposes of Treasury Regulation Section 1.150-2.

e) The bonds authorized herein are not being issued for an assessable improvement.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- a) Such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- b) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- c) Such obligations are authorized in violation of the provisions of the Constitution.

Section 10. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

AGENDA ITEM NO. 5 – Resolution of the County of Cortland, New York, Adopted on July 17, 2025, Authorizing the Execution and Delivery of an Intermunicipal Agreement Relating to a Broadband Telecommunications Infrastructure Project

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 153-25

Resolution of the County of Cortland, New York, Adopted on July 17, 2025, Authorizing the Execution and Delivery of an Intermunicipal Agreement Relating to a Broadband Telecommunications Infrastructure Project

WHEREAS, pursuant to General Municipal Law § 99-y a, the County is authorized and empowered to establish, construct, and maintain broadband and related telecommunications infrastructure, or to contract for the construction and maintenance of such services with a corporation or nonprofit organization, and for the maintenance, care, and replacement of infrastructure in connection therewith, if such governing body finds that such facilities are necessary; AND

WHEREAS, in December of 2020, the Central New York Regional Planning and Development Board (CNY RPDB) commissioned a study to determine rural area broadband capacity and explore opportunities for possible broadband expansion and such study concluded that approximately 265.3 miles of roads in the County do not have cable or fiber optic infrastructure impacting 1,509 households; AND

WHEREAS, in November of 2024, New York State announced that a grant (the “Grant”) was awarded to CNY RPDB through the “ConnectALL Municipal Infrastructure Grant Program” to pay the cost of constructing a broadband project consisting of a regional fiber network serving certain locations throughout the County, including all related construction, renovations, site improvements, furnishings,

fixtures and equipment required for such purposes, environmental studies, architectural, legal and engineering fees, and all other necessary costs incidental to such work (collectively, the “Project”) to remedy the lack of high-speed internet access in rural areas; AND

WHEREAS, CNY RPDB has represented to the County that ConnectALL’s Municipal Infrastructure Program is funded by the U.S. Department of the Treasury under the American Rescue Plan’s Capital Projects Fund; AND

WHEREAS, CNY RPDB has further represented to the County that the provisions of the Grant require CNY RPDB to finance the cost of construction, such that grant proceeds will be transferred to CNY RPDB upon completion of construction of the Project; AND

WHEREAS, CNY RPDB has requested the County to finance the cost of acquisition, construction and installation of the proposed broadband system and has represented that the County shall be reimbursed for such costs with proceeds of the Grant; AND

WHEREAS, the County is a local agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”), ECL Section 8-0101, *et seq.*, and implementing regulations, 6 NYCRR Part 617 (the “Regulations”); AND

WHEREAS, by resolution previously adopted on July 17, 2025, the County Legislature reviewed the classifications of actions contained in the Regulations together with a Short Form EAF that described the Project in detail and determined that the Project constitutes a Type II Action pursuant to Part 617.5(c)(7) of the Regulations, and as such is not subject to review under SEQRA; AND

WHEREAS, by resolution previously adopted on July 17, 2025, the County Legislature approved a Bond Resolution that authorized undertaking the Project and further authorized the issuance of bonds and notes to finance the cost of the Project; AND

WHEREAS, the County Legislature now intends to authorize an intermunicipal agreement relating to the Project; and

NOW, THEREFORE BE IT RESOLVED ON JULY 17, 2025 BY THE COUNTY LEGISLATORS OF CORTLAND COUNTY, NEW YORK (by favorable vote of a majority of said Legislature), AS FOLLOWS:

Section 1. The County Legislature hereby determines to:

(a) execute the Intermunicipal Agreement, in substantially the form presented to this meeting with such amendments or modifications as the County Attorney approves, provided no such amendment or modification materially alters the risk to the County, and undertake the Project pursuant to the terms of the IMA; and

(b) execute and deliver all other certificates and documents required in connection with Intermunicipal Agreement and the Project, including any other documents as may be required to accomplish the Project (collectively, the “IMA Documents”).

Section 2. Subject to the approval of the County Attorney, the Chairman of the County Legislature is hereby authorized, on behalf of the County, to execute (by manual or facsimile signature) and deliver the IMA Documents, on such terms and conditions as shall be consistent with this resolution and approved by the Chairman of the County Legislature, the execution thereof by the Chairman of the County Legislature constituting conclusive evidence of such approval.

Section 3. Subject to the approval of the County Attorney, the Chairman of the County Legislature is hereby authorized and directed for and in the name and on behalf of the County to do all acts and things required or provided by the provisions of the IMA, and to execute and deliver all IMA

Documents, and to do all such further acts and things as may be necessary or in the opinion of the Chairman of the County Legislature acting on behalf of the County, desirable and proper to effect the purposes of this resolution and to cause compliance by the County with all of the terms, covenants, and provisions of the IMA Documents binding upon the County.

Section 4. It is hereby found and determined that all formal actions of the County concerning and relating to the adoption of this resolution were adopted in an open meeting of the County; and that all deliberations of the County and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5. Due to the complex nature of this transaction, the County hereby authorizes the Chairman of the County Legislature to approve, execute and deliver such further agreements, documents and certificates as the County may be advised by the County Attorney to be necessary or desirable to effectuate the foregoing, such approval to be conclusively evidenced by the execution of any such agreements, documents or certificates by the Chairman of the County Legislature acting on behalf of the County.

Section 6. This resolution shall take effect immediately.

AGENDA ITEM NO. 6 – Authorizing Advancement of An Amount Not To Exceed \$250,000 To CNYNET, Inc. For The Purpose of Commencing the Broadband Telecommunications Infrastructure Project

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 154-25

Authorizing Advancement of An Amount Not To Exceed \$250,000 To CNYNET, Inc. For The Purpose of Commencing the Broadband Telecommunications Infrastructure Project

WHEREAS, in December of 2020, the Central New York Regional Planning and Development Board (CNY RPDB) commissioned a study to determine rural area broadband capacity and explore opportunities for possible broadband expansion, and such study concluded that approximately 265.3 miles of roads in the County do not have cable or fiber optic infrastructure impacting 1,509 households; AND

WHEREAS, in November of 2024, New York State announced that a grant (the “Grant”) was awarded to CNY RPDB through the “ConnectALL Municipal Infrastructure Grant Program” to pay the cost of constructing a broadband project consisting of a regional fiber network serving locations throughout the County to expand high-speed internet access in rural areas; AND

WHEREAS, CNY RPDB has represented to the County that ConnectALL’s Municipal Infrastructure Program is funded by the U.S. Department of the Treasury under the American Rescue Plan’s Capital Projects Fund; AND

WHEREAS, CNY RPDB has further represented to the County that the provisions of the Grant require CNY RPDB to finance the cost of construction, such that grant proceeds will be transferred to CNY RPDB in the form of progress payments during the course of construction of the proposed broadband system; AND

WHEREAS, CNY RPDB has requested that Cayuga and Cortland Counties finance the cost of

acquisition, construction, and installation of the proposed broadband system and has represented that the County shall be fully reimbursed for such costs with proceeds of the Grant; AND

WHEREAS, the County is a local agency pursuant to the New York State Environmental Quality Review Act ("SEQRA"), ECL Section 8-0101, et seq., and implementing regulations, 6 NYCRR Part 617 (the "Regulations"); AND

WHEREAS, by Resolution No. 151-25, previously adopted on July 17, 2025, the County Legislature reviewed the classifications of actions contained in the Regulations together with a Short Form EAF that described the Project in detail and determined that the Project constitutes a Type II Action pursuant to Part 617.5(c)(7) of the Regulations, and as such is not subject to review under SEQRA; AND

WHEREAS, pursuant to General Municipal Law § 99-y a, the County Legislature by Resolution No. 152-25 adopted on July 17, 2025, authorized a broadband telecommunications infrastructure project and authorized the issuance of up to \$3,000,000 in bond anticipation notes of said County to pay the costs thereof; AND

WHEREAS, Resolution No. 153-25, adopted on July 17, 2025, authorized the execution and delivery of an Intermunicipal Agreement relating to the Broadband Telecommunications Infrastructure Project (herein after "Project"); AND

WHEREAS, implementation of the Project requires that the parties, Cortland County, Cayuga County, and CNY RPDB, enter into various agreements including, pertaining and not limited to, intermunicipal agreements, the creation of a local development corporation (LDC), CNYNET, Inc., and infrastructure construction; AND

WHEREAS, CNY RPDB and Empire State Development (ESD) will revise the Grant Development Agreement to incorporate the LDC, CNYNET, Inc., into the Project; AND

WHEREAS, Cortland County will have an ownership interest in the Project until either CNY RPDB or CNYNET repay Cortland County an amount equal to the sums expended by Cortland County bonding for the Project plus interest and expenses; AND

WHEREAS, CNY RPDB, requires the advance of \$250,000.00, which will be reimbursed by the Grant, to commence the Project and permit the filing of certain permits with the various utility companies along the proposed Project route; NOW THEREFORE BE IT

RESOLVED, the Chair of the Cortland County Legislature, and the Director of Finance, subject to the approval of the County Attorney, are authorized to advance the funds to CNYNET, Inc. in an amount not to exceed \$250,000.00 from the County's unappropriated fund balance to commence the Project and permit the filing of certain permits with the various utility companies along the proposed Project route; AND BE IT FURTHER

RESOLVED, that the monies will be spent on capital assets and project costs pursuant to the Grant Development agreement only, and not on operating expense costs; AND BE IT FURTHER

RESOLVED, that the Director of Finance be and hereby is authorized and directed to make the journal and accounting entries required to implement the intent of this Resolution.

Adjournment

The meeting was closed at 6:08 PM



Cortland County Legislature

Special Meeting

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

~ Minutes ~

Thursday, July 24, 2025

6:00 PM

Board Room

Salute to the Flag

Call to Order

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

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County	Legislator	Late	6:01 PM
Cathy Bischoff	Cortland County	Legislator	Present	
Reed Cleland	Cortland County	Legislator	Present	
Mitchel Eccleston	Cortland County	Legislator	Excused	
Beau Harbin	Cortland County	Minority Leader	Present	
Paul Heider	Cortland County	Majority Leader	Present	
Linda Jones	Cortland County	Legislator	Present	
Dominick Mantella	Cortland County	Legislator	Present	
William McGovern	Cortland County	Legislator	Present	
Joseph Nauseef	Cortland County	Legislator	Present	
Christopher Newell	Cortland County	Legislator	Present	
Jason Prentice	Cortland County	Legislator	Present	
Sandra Price	Cortland County	Legislator	Present	
Ronald J. Van Dee	Cortland County	Legislator	Present	
Keith VanGorder	Cortland County	Legislator	Present	
Eugene Waldbauer	Cortland County	Legislator	Present	
Kevin Fitch	Cortland County	Chair of the Legislature	Present	

Resolutions

AGENDA ITEM NO. 1 – Appoint Chief Information Officer

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Mitchel Eccleston

ON MOTION OF HEIDER

RESOLUTION NO. 155-25

Appoint Chief Information Officer

WHEREAS, Resolution No. 150-25 created the full-time position of Chief Information Officer;
AND

WHEREAS, the County Legislature has received the recommendation for appointment of Paul Lutwak as Chief Information Officer; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature does hereby appoint Paul Lutwak as Chief

Minutes Acceptance: Minutes of Jul 24, 2025 6:00 PM (Approval of Minutes)

Information Officer at an annual salary of \$145,000 (Management Compensation Plan, off scale, full-time, 40 hours/week, pending jurisdictional classification) effective September 8, 2025.

AGENDA ITEM NO. 2 – Award Bid/Authorize Agreement for the Handling, Transportation and Safe Disposal of Household Hazardous Waste - Highway Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Majority Leader
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Bischoff, Cleland, Harbin, Heider, Jones, Mantella, McGovern, Nauseef, Newell, Prentice, Price, Van Dee, VanGorder, Waldbauer, Fitch
EXCUSED:	Mitchel Eccleston

ON MOTION OF HEIDER

RESOLUTION NO. 156-25

Award Bid/Authorize Agreement for the Handling, Transportation and Safe Disposal of Household Hazardous Waste - Highway Department

WHEREAS, the Cortland County Department of Public Works advertised for bids for the Handling, Transportation and Safe Disposal of Household Hazardous Waste; AND

WHEREAS, the Cortland County Department of Public Works has received the following bids for the Handling, Transportation and Safe Disposal of Household Hazardous Waste:

Bidders	Per/Car	Min. Charge	Testing Unknown/Unlabeled/Generic Items
North Ward Environmental Services	\$39.50	\$14,250.00	\$0.00
Clean Harbors Environmental Services	\$40.50	\$7,675.00	\$25 each item
MXI Environmental Services	\$70.00	\$12,000.00	\$0.00
Environmental Service Group	\$100.00	\$20,000.00	\$0.00

; NOW THEREFORE BE IT

RESOLVED, that in accordance with the recommendations of the Public Works Committee, the County hereby awards the agreement for The Handling, Transportation and Safe Disposal of Household Hazardous Waste bid to North Ward Environmental Services, 75 Lane Road, Suite 406, Fairfield NJ 07004 for the bid prices listed above; AND BE IT FURTHER

RESOLVED, that the Cortland County Finance Director is hereby authorized and directed to make payment from Account EL81605.54625 for the Handling, Transportation and Safe Disposal of Household Hazardous Waste to North Ward Environmental Services, 75 Lane Road, Suite 406, Fairfield NJ 07004 for a cost not to exceed \$14,250.00; AND BE IT FURTHER

RESOLVED, that North Ward Environmental Services, 75 Lane Road, Suite 406, Fairfield NJ 07004 shall have the option to renew the contract under the same terms and conditions for a maximum of three one-year extensions, conditioned on mutual agreement between the bidder and the County; AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature upon approval by the County Attorney or designee and subject to appropriation of funding by the Legislature is hereby authorized and directed to execute an agreement with North Ward Environmental Services, 75 Lane Road, Suite 406; Fairfield NJ

Minutes Acceptance: Minutes of Jul 24, 2025 6:00 PM (Approval of Minutes)

07004.

Adjournment

The meeting was closed at 6:02 PM

CORTLAND COUNTY LEGISLATURE

(Please complete this form and submit to Clerk of the Legislature if you wish to speak at this meeting)

6.1.a

Please Note: Five Minute Time Limit

Rules for Speaking under Privilege of the Floor

1. I agree to a five (5) minute time limit;
2. I agree not to raise my voice;
3. I agree not to use lewd, obscene, profane, slanderous or libelous language or speak or act in a manner that would tend to incite a breach of the peace;
4. I agree to limit my comments to matters that are on the legislative agenda;
5. I understand and agree that this is not a question-and-answer forum, and no questions will be addressed;
6. I agree not to speak about County personnel matters. Personnel matters include comments about the job performance of named County employees, other than elected officials;
7. After five minutes I agree to leave the microphone and yield the floor. Transferring time to another person is not permitted;
8. I agree that if I cause a disruption and am asked to leave, I will leave the Chambers.

Name (please print):

Diane Wheaton

Municipality of Residence:

Representing (organization, etc.):

Self

Agenda Item:

Retiree Insurance

Signature

Diane Wheaton

Written materials may be submitted to the Clerk of the Legislature.

Personnel matters should be directed to the relevant Department and/or Supervisor, or in the case of the County Administrator, to the County Administrator. Except for the County Administrator, County Finance Director, and Clerk of the Legislature, which should be directed to the Chair of the Legislature.

Packet Pg. 90

Attachment: Privilege of the floor sheets - August 2025

CORTLAND COUNTY LEGISLATURE

(Please complete this form and submit to Clerk of the Legislature if you wish to speak at this meeting)

6.1.a

Please Note: Five Minute Time Limit

Rules for Speaking under Privilege of the Floor

1. I agree to a five (5) minute time limit;
2. I agree not to raise my voice;
3. I agree not to use lewd, obscene, profane, slanderous or libelous language or speak or act in a manner that would tend to incite a breach of the peace;
4. I agree to limit my comments to matters that are on the legislative agenda;
5. I understand and agree that this is not a question-and-answer forum, and no questions will be addressed;
6. I agree not to speak about County personnel matters. Personnel matters include comments about the job performance of named County employees, other than elected officials;
7. After five minutes I agree to leave the microphone and yield the floor. Transferring time to another person is not permitted;
8. I agree that if I cause a disruption and am asked to leave, I will leave the Chambers.

Name (please print):

Edward Cochran

Municipality of Residence:

CORTLAND

Representing (organization, etc.):

Cypress
Retirees
PLAINTIFFS

Agenda Item:

Mal. A. McIntosh

Signature

[Signature]

Written materials may be submitted to the Clerk of the Legislature.

Personnel matters should be directed to the relevant Department and/or Supervisor, or in the case of the County Administrator, to the Department Head to the County Administrator. Except for the County Administrator, County Finance Director, and Clerk of the Legislature, which should be directed to the Chair of the Legislature.

Packet Pg. 91

Attachment: Privilege of the floor sheets - August 2025

CORTLAND COUNTY LEGISLATURE

(Please complete this form and submit to Clerk of the Legislature if you wish to speak at this meeting.)

6.1.a

Please Note: Five Minute Time Limit

Rules for Speaking under Privilege of the Floor

1. I agree to a five (5) minute time limit;
2. I agree not to raise my voice;
3. I agree not to use lewd, obscene, profane, slanderous or libelous language or speak or act in a manner that would tend to incite a breach of the peace;
4. I agree to limit my comments to matters that are on the legislative agenda;
5. I understand and agree that this is not a question-and-answer forum, and no questions will be addressed;
6. I agree not to speak about County personnel matters. Personnel matters include comments about the job performance of named County employees, other than elected officials;
7. After five minutes I agree to leave the microphone and yield the floor. Transferring time to another person is not permitted;
8. I agree that if I cause a disruption and am asked to leave, I will leave the Chambers.

Name (please print):

Jeff Erickson

Municipality of Residence:

Hohen NY

Representing (organization, etc.):

Agenda Item:

15

Signature

[Signature]

Written materials may be submitted to the Clerk of the Legislature.

Personnel matters should be directed to the relevant Department and/or Supervisor, or in the case of the County Administrator, County Attorney, Finance Director, and Clerk of the Legislature, which should be directed to the Chair of the Legislature.

Packet Pg. 92

Attachment: Privilege of the floor sheets - August 2025

CORTLAND COUNTY LEGISLATURE

6.1.a

(Please complete this form and submit to Clerk of the Legislature if you wish to speak at this meeting.)

Please Note: Five Minute Time Limit

Rules for Speaking under Privilege of the Floor

1. I agree to a five (5) minute time limit;
2. I agree not to raise my voice;
3. I agree not to use lewd, obscene, profane, slanderous or libelous language or speak or act in a manner that would tend to incite a breach of the peace;
4. I agree to limit my comments to matters that are on the legislative agenda;
5. I understand and agree that this is not a question-and-answer forum, and no questions will be addressed;
6. I agree not to speak about County personnel matters. Personnel matters include comments about the job performance of named County employees, other than elected officials;
7. After five minutes I agree to leave the microphone and yield the floor. Transferring time to another person is not permitted;
8. I agree that if I cause a disruption and am asked to leave, I will leave the Chambers.

Name (please print): Patrick M. Clune

Municipality of Residence: Homer

Representing (organization, etc.): Homer Agenda Item: #9 #35

Signature: Patrick M. Clune Education Sales Tax

Written materials may be submitted to the Clerk of the Legislature.

Personnel matters should be directed to the relevant Department and/or Supervisor, or in the case of the Department Head to the County Administrator. Except for the County Administrator, County Attorney, Finance Director, and Clerk of the Legislature, which should be directed to the Chair of the Legislature.

Packet Pg. 93

Attachment: Privilege of the floor sheets - August 2025

CORTLAND COUNTY LEGISLATURE

6.1.a

(Please complete this form and submit to Clerk of the Legislature if you wish to speak at this meeting.)

Please Note: Five Minute Time Limit

Rules for Speaking under Privilege of the Floor

1. I agree to a five (5) minute time limit;
2. I agree not to raise my voice;
3. I agree not to use lewd, obscene, profane, slanderous or libelous language or speak or act in a manner that would tend to incite a breach of the peace;
4. I agree to limit my comments to matters that are on the legislative agenda;
5. I understand and agree that this is not a question-and-answer forum, and no questions will be addressed;
6. I agree not to speak about County personnel matters. Personnel matters include comments about the job performance of named County employees, other than elected officials;
7. After five minutes I agree to leave the microphone and yield the floor. Transferring time to another person is not permitted;
8. I agree that if I cause a disruption and am asked to leave, I will leave the Chambers.

Name (please print): Amy Albro

Municipality of Residence: Cortland

Representing (organization, etc.): retirees Agenda Item: 15

Signature

Written materials may be submitted to the Clerk of the Legislature.

Personnel matters should be directed to the relevant Department and/or Supervisor, or in the case of the County Attorney, Department Head to the County Administrator. Except for the County Administrator, County Attorney, Finance Director, and Clerk of the Legislature, which should be directed to the Chair of the Legislature.

Packet Pg. 94

Attachment: Privilege of the floor sheets - August 2025

Agenda Item #9**Amend 2025 Budget****Increase Education and Training for NYSAC Fall Conference****Legislature**

Recently I attended the Finance Committee meeting this past Tuesday to stay informed on the “County Sales Tax Distribution” proposals. While I was there, the topic came up that an unnamed legislator would like to attend the New York State Association of Counties (NYSAC) Fall Seminar, (Sept 8-10) which would require an additional \$2,000 over what was budgeted. This passed the Finance committee and is here before you now. I am in favor of continued education, as a member of the Finance committee mentioned “those organizations that don’t send people, tend to be behind the curve”. However, I feel negatively about this motion for the following reasons:

- 1) This conference is held twice a year every year and has been for a while. There is ample information and data to properly budget for this, yet the motion lies before you to pull two thousand dollars from Appropriated fund balance to cover this addition.
- 2) When budgeting, the number of legislators going should already be decided. Who goes, is up to this body to decide WITHIN the constraints of the budget. You have four-year terms, sending 5 people every year leaves a surplus of 3 extra as it stands now.
- 3) The NYSAC conference is posted well in advance. Why is there a short notice addition? Today is the 28th of August, this conference is in 11 days.
- 4) Does anyone here know how many people are attending?
- 5) Does anyone know what topics are being covered or how many workshops there are? The answer is 4 workshops with 3 having 5 topics and 1 having 4 topics.
- 6) In the military we had a process called Train the Trainer; where a small group of individuals receive the training and information and return to their unit to pass that along. This conference does not require 17 attendees, it doesn’t need 6. It only needs 5 to cover every topic to be discussed. That is if every topic is relevant. The two plenary sessions are for the entire conference.
- 7) This is professional training, this is work. This is not a “perk” or a “right”, this is a job and the job of those attending is to report back to the Legislative body as a whole and pass along what they have learned.

At best, if this measure is passed, it shows a tone-deaf indifference to the reality of the financial straits the County is in. At worst it shows an inability to maintain a budget line

of the simplest nature. An inability to say “NO” to an unnecessary expense however small (and yes, this extra cost is unnecessary), this is a “Want” not a “Need”. This county is already sending multiple representatives; it doesn’t need to send more.

If you cannot say no to this. How can you be expected to say no on increased spending in other areas of the budget when the County conducts its 2026 budget planning process?

Thank you for your time.



Patrick M. Clune

Mayor

Village of Homer

Agenda Item #35**Authorize Sales Tax Sharing Agreement by and between****The County of Cortland and the****City of Cortland**

When you want people to stay the same, tell them what they want to hear. When you want them to change, tell them what they need to hear.

The County Sales tax agreement "Alternate Proposal-First two" has my grudging support as the least-worst option that is available. Although it softens the blow, the end result will still be catastrophic for all of our communities.

As a County we are in dire straits and I use the word "we" because we are all in this together.

1. In the last fourteen years, the County population has declined in thirteen of them. The only year it increased was between 2010-2011 by .2% (USA Facts).
2. It's not just the weather. It's Taxes. This agreement will essentially raise taxes for every Town and Village past the 2% tax cap unless drastic cuts to services are made.

It seems the County believes it only has a revenue problem. I always hear the spending problem is not our fault, it is caused by State unfunded mandates.

Yes, unfunded state mandates are part of the issue, but the County DOES have a spending problem. It has:

- 1) No long or short term fiscal planning. Is there a five-year plan? Is there any plan beyond trying to stay under the yearly 2% tax cap?
- 2) Flawed yearly budgeting.
- 3) Overestimates revenues while underestimating expenses.
- 4) Looming known budget crises such as the Jail and NYS State Child Care Assistance Program to name two.
- 5) No known effort to claw back monies owed to it by the state. Saying the New York State Association of Counties is working on it doesn't matter. Who is this body talking to? Kelles, Webb, Gallahan?
- 6) An apparent inability to think creatively. Can we outsource some of our programs? This would remove some of our highest costs such as the state retirement system and healthcare. What are other Counties doing who have the same constraints as us?

- 7) A lack of comprehension on what the "Unfunded Mandates" are, of the seventeen members who can discuss any of them and if so, why aren't we working on solutions? How can we do this better. Again, other counties may have systems that we can copy.

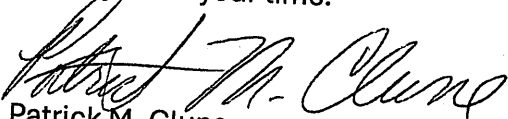
What we do have:

- 1) Great staff.
- 2) A finance committee that candidly laid out shortfalls and offered potential solutions.
- 3) Town and Village Supervisors and Mayors that want us ALL to succeed our remaining residents are counting on us.

What will be required:

- 1) Structural change in how the County does business.
- 2) A long-term plan and the resolve to implement, update and revise over the course of years, with the goal of controlled growth and solvency. That doesn't rely on taking revenue from the Towns and Villages.
- 3) Hard work and the ability to put ego's aside for the benefit of the whole county, NOT just the county government.
- 4) Start planning now for a better sales tax agreement in four years.

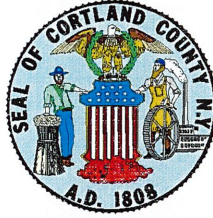
Thank you for your time.


Patrick M. Clune

Mayor

Village of Homer

Cortland County Proclamation



Honoring the Retirement of Alice Moore, Department of Motor Vehicle Clerk for Cortland County

WHEREAS, Alice has faithfully served the Cortland County Department of Motor Vehicles for just over nine years, demonstrating unwavering dedication and professionalism throughout her tenure; AND

WHEREAS, Alice, a proud native of Cortland County and graduate of McGraw Central School, brought with her a wealth of knowledge and experience from the banking industry, where she spent twelve years prior to joining the DMV; AND

WHEREAS, Alice has consistently exemplified a strong work ethic, pride in her role, and a commitment to delivering exceptional service to the residents and visitors of Cortland County; AND

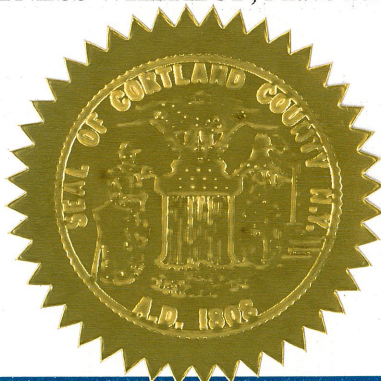
WHEREAS, her depth of knowledge, reliability, and attention to detail have significantly strengthened the services offered by the DMV, contributing to a positive and efficient experience for all customers; AND

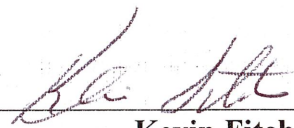
WHEREAS, Alice's genuine connections to the community have allowed her to engage with customers on a personal level, making each interaction meaningful and reflective of the values of public service; AND

WHEREAS, her professionalism, understanding of DMV regulations, and personal warmth have left a lasting impact on her colleagues and the residents she served so diligently; NOW THEREFORE BE IT

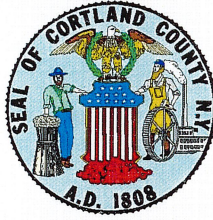
RESOLVED, that the Cortland County Legislature does hereby recognize and commend Alice Moore for her invaluable contributions and dedication as DMV Clerk for Cortland County and congratulates her on her retirement, and wishes her happiness, health and fulfillment in all her future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th of August, 2025




Kevin Fitch, Chair
Cortland County Legislature

Cortland County Proclamation



Honoring the Retirement of Sergeant Amber Morsch from the Cortland County Sheriff's Department

WHEREAS, during her distinguished twenty (20) year career, Sgt. Morsch has exemplified professionalism, dedication, and commitment to public service in a variety of critical roles; AND

WHEREAS, Amber began her career at the Cortland County Sheriff's Office in 2005, and in 2016 was promoted to the position of Investigator/Sergeant, bringing her leadership and investigative skills to the forefront of departmental operations; AND

WHEREAS, in 2018, Amber accepted the role of Records and Civil Division Sergeant, where she ensured the integrity and efficiency of essential administrative functions of the Sheriff's Office; AND

WHEREAS, on February 2, 2025, she was entrusted with a vital assignment at the Department of Social Services to investigate potential fraud cases, demonstrating her continued commitment to justice and ethical oversight in service to the community; AND

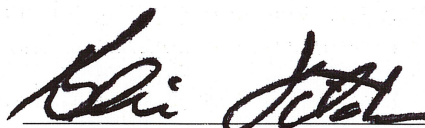
WHEREAS, Sergeant Morsch has also served our nation with distinction as a member of the United States Military, reflecting her lifelong dedication to protecting and serving others both at home and abroad; AND

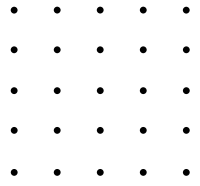
WHEREAS, throughout her career, she has served with integrity, honor, and a steadfast dedication to the citizens of Cortland County, earning the respect and admiration of colleagues and the community alike; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature does hereby express our deepest gratitude and sincere appreciation to Sergeant Amber Morsch for her two (2) decades of distinguished service, we extend our best wishes for continued success, happiness, and fulfillment in all her future endeavors and congratulate her on a well-earned retirement.

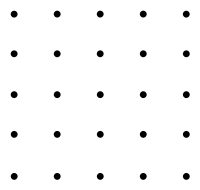
IN WITNESS WHEREOF, I have hereunto set my hand this 28th of August, 2025




Kevin Fitch, Chair
Cortland County Legislature

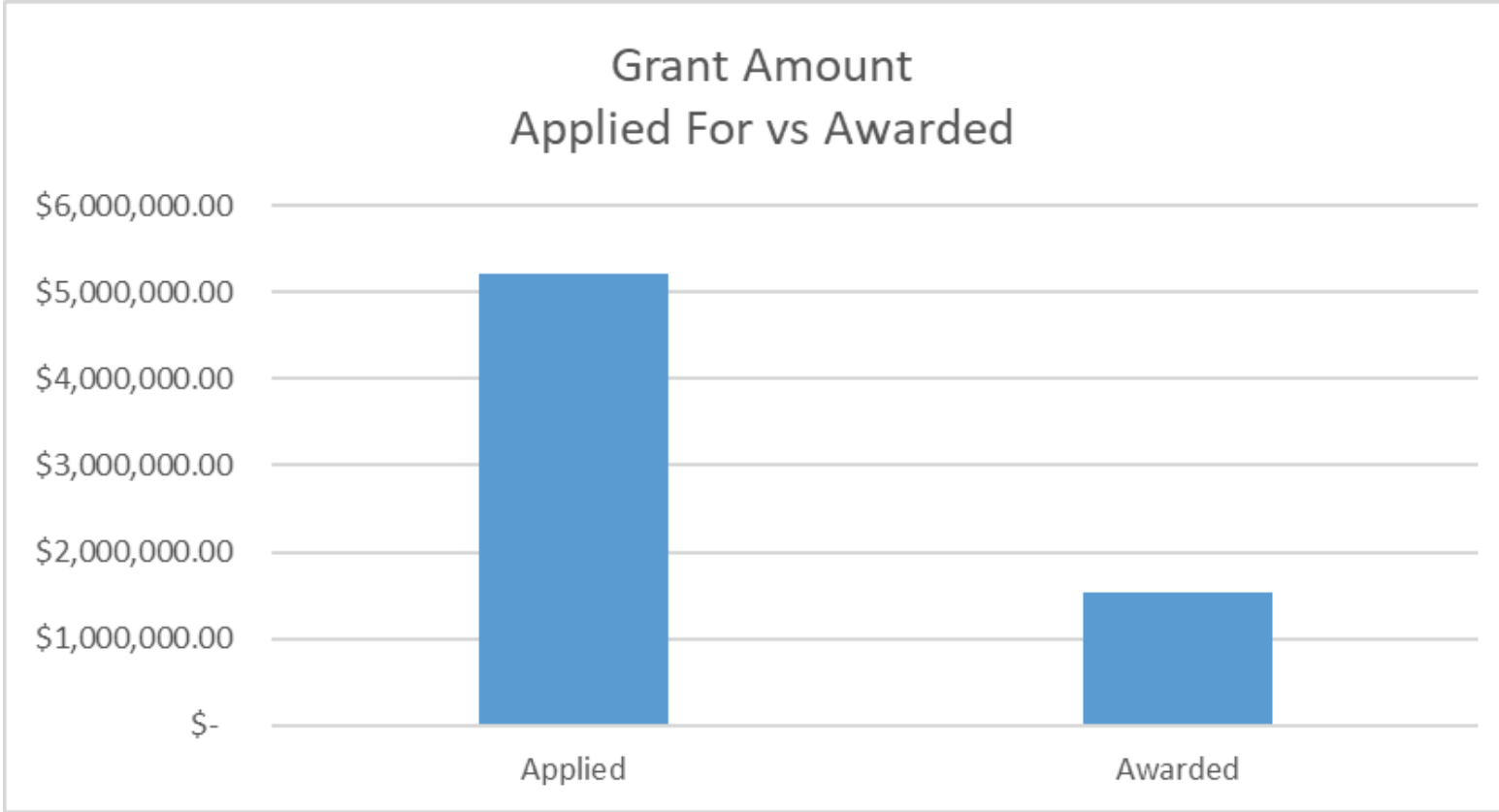


Cortland County Grant Administration

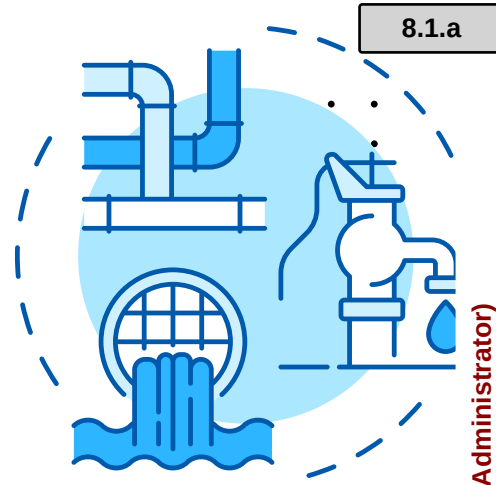


Grants Awarded

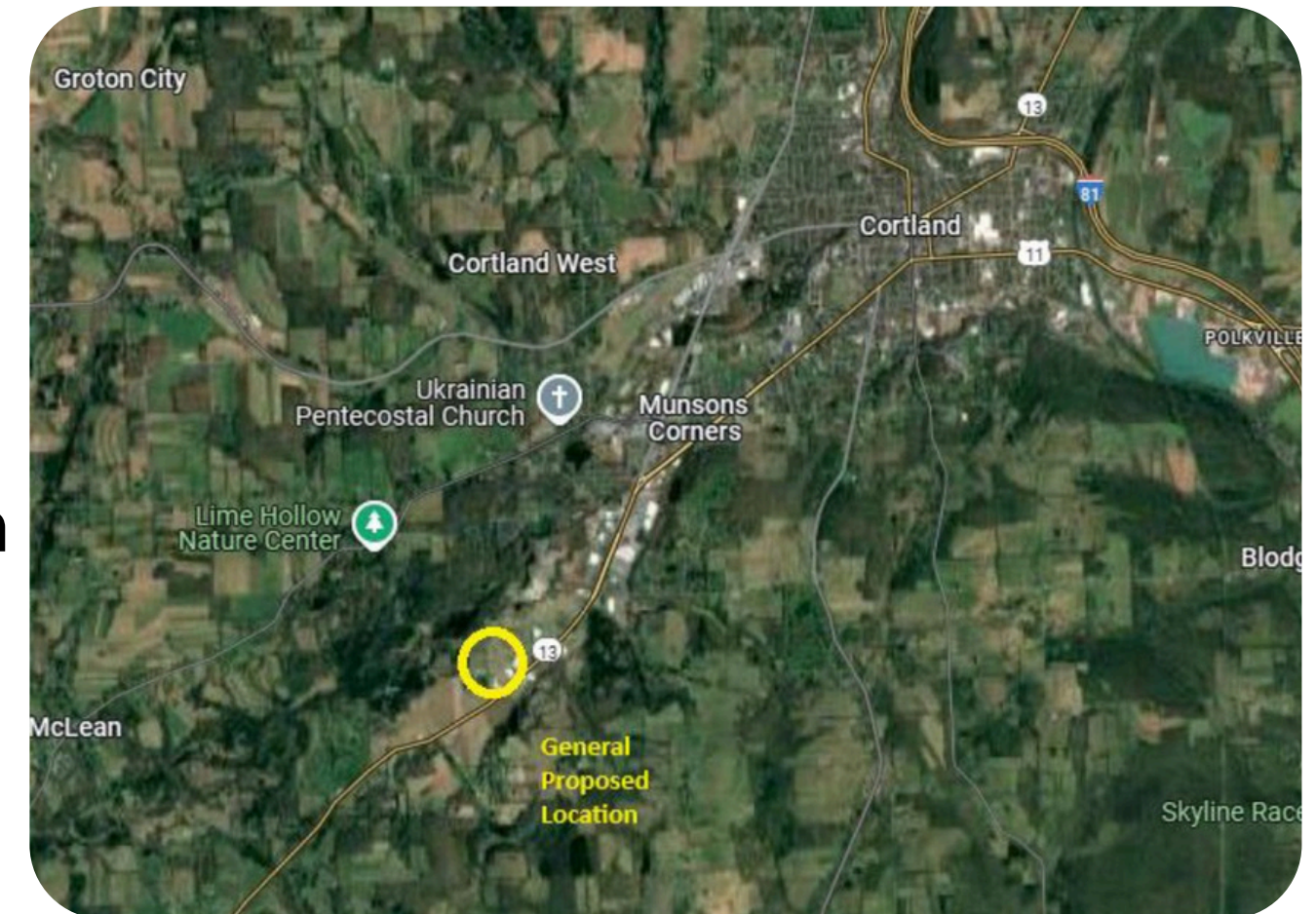
- Appalachian Regional Commission READY Local Government - \$50,000 for **Grant Administrator Personnel Services** to Increase Organizational Capacity.
- Kiwanis International Children’s Fund - \$18,000 for a Kiwanis Community **Playground at Dwyer Memorial Park**. Received an additional \$40,000 in donations/smaller grants for this project.
- New York State Department of State Statewide Investment in More Swimming - \$25,000 to support **lifeguard retention** and recruitment for both the County and the City.
- New York State Department of State Countywide Shared Services Initiative - \$834,400 awarded for **shared services**.
- Empire State Development County Infrastructure Grant Program - \$500,000 for the design and site prep for a **new municipal well in Cortlandville**.

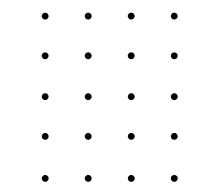


County Infrastructure Grant Program Cortlandville Well Project



- Awarded: \$500,000 (Empire State Development Funds)
- Applicant: Cortland County (on behalf of Town of Cortlandville)
- Project:
 - Site design and prep of new groundwater supply well
 - Enhance water capacity, reliability, and resilience
 - Support Byrne Dairy expansion and community growth
- Impact:
 - Strengthens critical water infrastructure
 - Promotes economic development and job creation
 - Ensures safe and reliable water for residents and businesses



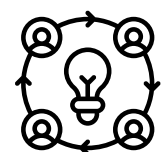


Key Challenges & Strategies



Increased Competition

Reduced federal/state \$ means tighter competition; collaboration is key



Cross Departmental Collaboration

Coordinated efforts will maximize chances of funding

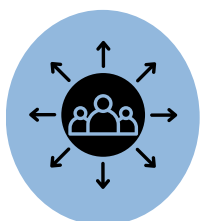
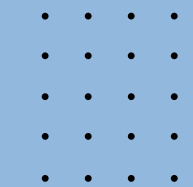


Tracking Needs

Need for centralized grant tracking software to:

- Track due dates, reporting deadlines, match requirements
- Monitor progress and improve strategic planning





Outreach

Ongoing outreach efforts to municipalities: in person board meetings or community engagement events to offer support and identify needs.

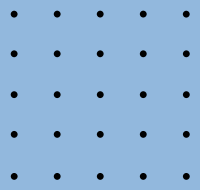


Support

Offering grant support to departments with limited capacity.

Countywide Coordination & Support





Contact

Morgan Spaulding
Grant Administrator
Cortland County

(607) 576-3484 / mspaulding@cortlandcountyny.gov

8/28/2025

Cortland County Medicare and PBM RFP presentation

Presentation for:
Cortland County Legislature



Prescription Drug RFP Review

Incumbent Proposal Summary – Commercial Pricing

Analysis includes full population (Active Employees, Pre-65 Retirees, Post-65 Retirees and all dependents)

Guaranteed Cost Categories	Incumbent Pricing Current Contract	Incumbent Pricing Proposed Contract	Proposal Impact
Gross Discounted Ingredient Cost (Incl. Dispensing fees)	\$6,003,186	\$5,915,120	-\$88,066
Member Cost Share (Copay and Deductible)	-\$238,393	-\$238,393	\$0
PBM Administrative Fees (Includes Clinical Management)	\$119,164	\$106,366	-\$12,798
Estimated Earned Rebates Minimums	-\$2,225,095	-\$2,342,545	-\$117,450
Rx Carveout Impact to Medical Administrative Costs	\$53,558	\$53,558	\$0
Estimated RDS Subsidy	-\$287,420	-\$287,420	\$0
Pharmacy Management Fund & Implementation Credits	\$0	-\$14,220	-\$14,220
Net Plan Spend (Gross Cost less Reductions in Liability)	\$3,425,000	\$3,192,466	-\$232,534
Average Members	1,422	1,422	
Number of Claims Analyzed	28,440	28,440	
Additional Savings for KPCM and FastMed		-\$218,343	-\$218,434
\$ below Current	\$0	-\$232,534	-\$232,534
Estimated Net Plan Cost PMPM	\$200.71	\$187.09	-\$13.63
% below Current	0.00%	-6.79%	-6.79%
Total savings with KPCM and FastMed		-\$450,968	-\$450,968

Additional Considerations: KPCM program has identified \$90K in savings over and above what has already been achieved with the program. In addition to the existing KPCM program, the incumbent identified a potential savings of \$128,434 with the FastMed management program.



Non-Incumbent Proposal Summary – Commercial Pricing

Analysis includes full population (Active Employees, Pre-65 Retirees, Post-65 Retirees and all dependents)

Guaranteed Cost Categories	Vendor 1 Proposed Contract	Vendor 2 Proposed Contract	Vendor 3 Proposed Contract
Gross Discounted Ingredient Cost (Incl. Dispensing fees)	\$5,998,845	\$6,120,659	\$6,182,690
Member Cost Share (Copay and Deductible)	-\$238,393	-\$238,393	-\$238,393
PBM Administrative Fees	\$16,000	\$17,064	\$1,365
Estimated Earned Rebates Minimums	-\$2,806,050	-\$2,290,015	-\$1,756,305
Rx Carveout Impact to Medical Administrative Costs	\$53,558	\$0	\$53,558
Estimated RDS Subsidy	-\$287,420	-\$287,420	-\$287,420
Pharmacy Management Fund & Implementation Credits	-\$17,064	-\$47,064	-\$11,376
Net Plan Spend (Gross Cost less Reductions in Liability)	\$2,719,476	\$3,274,830	\$3,944,119
Average Members	1,422	1,422	1,422
Number of Claims Analyzed	28,440	28,440	28,440
\$ below Current	-\$705,524	-\$150,170	\$519,119
Estimated Net Plan Cost PMPM	\$159.37	\$191.91	\$231.14
% below Current	-20.60%	-4.38%	15.16%
Clinical Program Considerations and Copay Assistance			
Estimated Copay Assistance - Vendor Reported	-\$312,564	-\$403,871	-\$147,864
Copay Assistance Program Administrative Fees	\$78,141	\$100,968	\$36,966
Clinical Program Financial Description - Vendor Reported	Clinical program evaluation and financial impact will be reviewed with Client and Consultant input	RxConcierge (fee guaranteed)	Therapeutic Interchange + International Mail
Gross Clinical Cost Avoidance		-\$29,862	-\$85,758
Clinical Program Fees		\$29,862	\$17,064



Formulary Impact Analysis

Definition:

Excluded Medications: Medication isn't available under the proposed formulary, vendor's preferred alternative is proposed.

- a. **Member Impact:** Alternative medication may be the same or lower cost at the pharmacy

Note: Excluded medications are not always “**true**” disruption. An example of this would include a scenario where the PBM purchases the same drug from a different manufacturer (i.e. Epinephrine), or the Branded medication has a chemically identical generic equivalent available in the market (Vyvanse). **There will always be a preferred alternative available to the membership.**

The figures below evaluate the County's total utilization for all members from 4/1/2024 – 3/31/2025 (12 months).

Vendor	Disruption Type	# of Scripts	# of Members Affected	% of Total Utilization	% of Average Population
Vendor 1	Excluded	928	266	3.26%	18.71%



Medicare Advantage Carrier Review

Current Traditional Plan vs BCPA Proposed

	Excellus BCBS		BCPA		BCPA		BCPA	
	Traditional Plan		Plan Option 1		Plan Option 3		Plan Option 4	
Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
In-Network:	Current (Medical Plan)		Proposed (Medicare Advantage Plan)		Proposed (Medicare Advantage Plan)		Proposed (Medicare Advantage Plan)	
Deductible	\$100/\$300		None		None		None	
Coinsurance	20% Coinsurance		None		None		None	
Out-of-Pocket Maximum	\$500/\$1,500		None		None		None	
Out-of-Network:								
Deductible	\$100/\$300		None		None		None	
Coinsurance	20% Coinsurance		None		None		None	
Out-of-Pocket Maximum	\$500/\$1,500		None		None		None	
Medical Services:								
Preventive Services	Covered In Full		Covered In Full		Covered In Full		Covered In Full	
Primary Care	20% Coinsurance		Covered In Full		Covered In Full		Covered In Full	
Specialist	20% Coinsurance		Covered In Full		Covered In Full		Covered In Full	
X-rays	\$0 Copayment		Covered In Full		Covered In Full		Covered In Full	
Hospital Care:								
Urgent Care	\$0 Copayment		Covered In Full		Covered In Full		Covered In Full	
Emergency Room	\$0 Copayment		Covered In Full		Covered In Full		Covered In Full	
Inpatient Hospital	\$0 Copayment		Covered In Full		Covered In Full		Covered In Full	
Outpatient Surgery - Ambulatory Center	20% Coinsurance		Covered In Full		Covered In Full		Covered In Full	
Outpatient Surgery - Facility	20% Coinsurance		Covered In Full		Covered In Full		Covered In Full	
Rehabilitation Services								
Physical, Occupational, and Speech Therapy	Deductible then 20% Coinsurance		Covered In Full		Covered In Full		Covered In Full	
Chiropractor	Deductible then 20% Coinsurance		Covered In Full		Covered In Full		Covered In Full	
Cardiac Rehab	Deductible then 20% Coinsurance		Covered In Full		Covered In Full		Covered In Full	
Prescription Drug:								
Generic/Formulary/Non-Formulary	\$10/\$20/\$35		\$0/\$5/\$20		\$10/\$20/\$35		\$0/\$1/\$1	
Coverage Gap/Donut hole	No Coverage Gap		No Coverage Gap		No Coverage Gap		No Coverage Gap	
Mail Order	\$10/\$40/\$70		\$0/\$5/\$20		\$20/\$40/\$70		\$0/\$1/\$1	
Additional Details:								
Unique Benefits	N/A		Silver&Fit		Silver&Fit		Silver&Fit + Dental& Vision	
Monthly Rates:								
Rate Guarantee	12 Months		12 Months with a 2027 rate cap of 7.5%		12 Months with a 2027 rate cap of 7.5%		12 Months with a 2027 rate cap of 7.5%	
Premium								
Single	\$930.05		\$546		\$454		\$583	
Family	\$2,262.22		\$1,092		\$908		\$1,166	
Retirees	545		545		545		545	

Notes:
1. Enrollment is based on the Medicare eligible census shared from Excellus on 6/11/2025
2. Plan 4 includes an annual \$300 vision allowance and covers routine dental procedures in full



Summary of Findings

- There are significant savings with all BCPA Medicare Advantage plan options presented
- ALL Plans presented offer equal or better benefits than current
- BCPA's proposed MAPD Solution can be offered on a voluntary basis



Thank you





Personnel Change Justification Form

Requested Change: ☐ Abolish/Create ☐ Reallocation ☐ Abolish ☒ Create

Position Name (s): Create Network Tech - Per Diem Abolish _____

Bargaining Unit: _____

Purpose and Background:

A position to fill gaps in IT Support for part-time or as needed roles to support low staff conditions.

Fiscal Impact: ☒ County Funded _____ % ☐ Grant Funded _____ % Grant Exp. Date _____

Current Grade/Salary of Position: Grade 18 Salary Range \$ 26.3374

Requested Grade/Salary of Position: Grade _____ Salary Range \$ _____

Annual Increase: \$ _____ County Share: \$ _____ # of Positions Affected: _____

Goals:

To offset some additional load with vacancies of current positions.

Operational Impact:

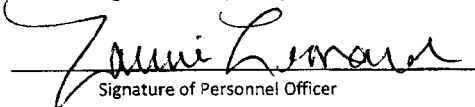
Currently Short 3 positions in the IT Department of different capacities and skill set. Will take up slack and help move the needle on upcoming and continuing projects.

Requested By:


Signature of Requesting Department Head

8/5/25
Date

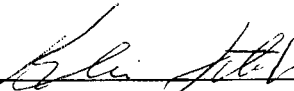
Personnel Officer Approval


Signature of Personnel Officer

8/5/25
Date

County Administrator Budget Impact Statement:

County Administrator Approval


Signature of County Administrator

8/5/25
Date

Statutory Committee Approval

Signature of Committee Chair after Committee Vote

Date

ON MOTION OF RICHARD BUSHNELL

RESOLUTION NO. 351-17

Increase Revenue/Clerk Expense

WHEREAS, by Section 262 of the Tax Law, recording officers are entitled to receive their necessary expenses for purposes of administration, collection and disbursement of mortgage taxes in their offices on approval and allowance by the State Tax Commission, AND

WHEREAS, the State Tax Commission did, on July 1, 1946 by resolution duly approved at the amount to be certified to the State Tax Commission by the County Legislature, provided it is a reasonable and necessary allowance for such expenses, AND

WHEREAS, the current allowable allowance of \$36,203.00 per year, payable monthly was passed by Resolution 181 in 2004, when the amount of mortgage tax collected and the employee expenses were considerably less, NOW THEREFORE BE IT

RESOLVED, that the sum of \$62,315.58 per annum be and hereby is determined to be a reasonable and necessary allowance of the Recording Officer of the County of Cortland for the hire of clerks and assistants to perform the administration, collection and disbursement of the Mortgage Recording Tax in her office, AND BE IT FURTHER

RESOLVED, the County Clerk collect or withhold from her disbursements in twelve (12) equal monthly installments at a total annum amount of \$62,315.58, which we hereby certify to the New York State Tax Commission and the New York State Department of Audit and Control, as the reasonable and proper allowance for expenses, effective January 1, 2018 to be entered in county clerk revenue account A141042-41255.

CLERK EXPENSE FOR 2018

Formula: Salary + 30% for overhead x % of time = Mortgage Tax Expense
(Overhead includes all expenses incurred for the use of calculating, depositing, recordings, collecting, disbursing, etc. of Mortgage Tax plus the fringe benefits for employees)

- | | | |
|-------------------------------------|----------------------|-------------|
| 1. County Clerk (10% of time) | | |
| Salary | \$79,263.38 | |
| 30% | <u>23,779.02</u> | |
| | \$103,042.40 x 10% = | \$10,304.23 |
| 2. Deputy Clerk (25% of time) | | |
| Salary | \$44,158.59 | |
| 30% | <u>13,247.58</u> | |
| | \$57,406.17 x 25% = | \$14,351.55 |
| 3. Deputy Clerk (25% of time) | | |
| Salary | \$40,815.18 | |
| 30% | <u>12,244.56</u> | |
| | \$53,059.74 x 25% = | \$13,264.94 |
| 4. Senior Index Clerk (40% of time) | | |
| Salary | \$29,303.07 | |
| 30% | <u>8,790.93</u> | |
| | \$38,094 x 40% = | \$15,237.60 |
| 5. Senior Index Clerk (25% of time) | | |

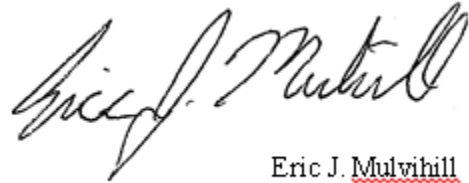
Salary	\$28,176.18	
30%	<u>8,452.86</u>	
	\$36,629.04 x 25% =	\$9,157.26

TOTAL MORTGAGE EXPENSE**\$62,315.58**

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 28th day of September, 2017 and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand
and the official seal of the CORTLAND COUNTY
LEGISLATURE, this 28th day of September, 2017.



Eric J. Mulvihill
Clerk of the Cortland County Legislature

ON MOTION OF JOSEPH NAUSEEF

RESOLUTION NO. 155-24

Increase Mortgage Tax Expense - County Clerk

WHEREAS, Article 11, Section 250 through Section 262 of the Tax Law, indicates the Recording Officer (County Clerk) is charged with the collection and administration of mortgage tax monies; AND

WHEREAS, by Section 262 of the Tax Law, Recording Officers are entitled to receive their necessary expenses associated with the collection and administration of mortgage tax monies; AND

WHEREAS, the current allowable allowance of \$62,315.58 per year, payable monthly, was passed by Resolution No. 351-17, when the employee expenses were considerably less; AND

WHEREAS, the Recording Officer has estimated effective January 1, 2025 the cost associated with the collection and administration of mortgage tax amounts to be \$107,155.44 per year; NOW THEREFORE BE IT

RESOLVED, that Resolution No. 351-17 be and hereby is rescinded effective January 1, 2025; AND BE IT FURTHER

RESOLVED, the Cortland County Legislature does hereby authorize the County Clerk's Mortgage Tax Expense to be increased to the sum of \$107,155.44 per year effective January 1, 2025; AND BE IT FURTHER

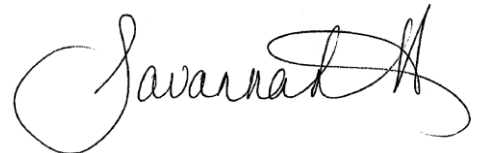
RESOLVED, the County Clerk withhold from her disbursements in twelve (12) equal monthly installments at a total annum amount of \$107,155.44; AND BE IT FURTHER

RESOLVED, that the County Clerk forward a certified copy of this resolution to the New York State Department of Taxation and Finance for approval.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 22nd day of August, 2024 and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand
and the official seal of the CORTLAND COUNTY
LEGISLATURE, this 22nd day of August, 2024.



Clerk of the Cortland County Legislature

Attachment: 2025 155-24 Resolution (164-25 : Increase Mortgage Tax Expense - County Clerk)

Cortland County Clerk's Office
2026 Mortgage Tax Expense
Retention Increase Worksheet

PERSONNEL: Effective 1/1/26

Employee Name	Position	Hourly Salary	Annual Salary 2026: 1827 hrs.	Health Insurance	Comp	Soc Sec 7.65%	Retirement 14%	Total	% of Time	Annual Pay Mtg
Tammy Barriger	Deputy Clerk	\$ 44.4620	\$ 81,232.00	\$ 21,717.30	\$ 1,800.00	\$ 6,214.25	\$ 11,372.48	\$ 122,336.03	x 20%	\$ 24,467.21
Marcia Ford	Deputy Clerk	\$ 36.7476	\$ 67,135.00	\$ -	\$ 1,800.00	\$ 5,135.83	\$ 9,398.90	\$ 83,469.73	x 20%	\$ 16,693.95
Melinda Braman	Sr. Index Clerk	\$ 22.3010	\$ 40,743.93	\$ 8,035.62	\$ 1,800.00	\$ 3,116.91	\$ 5,704.15	\$ 59,400.61	x 20%	\$ 11,880.12
Amy Clark	Sr. Index Clerk	\$ 22.3010	\$ 40,743.93	\$ 19,545.58	\$ 1,800.00	\$ 3,116.91	\$ 5,704.15	\$ 70,910.57	x 10%	\$ 7,091.06
Brooke Kemak	County Clerk	\$ 49.0728	\$ 89,656.00	\$ 8,928.48	\$ 1,800.00	\$ 6,858.68	\$ 12,551.84	\$ 119,795.00	x 10%	\$ 11,979.50
Total # of Employees:		5	\$ 174.88	\$ 319,510.85	\$ 58,226.98	\$ 9,000.00	\$ 24,442.58	\$ 44,731.52	\$ 455,911.93	\$ 72,111.83

Other Expenses	Annual	%	Total
Software	\$ 51,600.00	x 30%	\$ 15,480.00
Office Supplies	\$ 11,000.00	x 30%	\$ 3,300.00
Indirect - Cost Allocation from 2024	\$ 81,861.00	x 30%	\$ 24,558.30
Liability	\$ 7,138.18	x 30%	\$ 2,141.45
TOTAL			\$ 45,479.75

Expenses for Mortgages		
Personnel	\$	72,111.83
Other Expenses	\$	45,479.75
Total	\$	117,591.58

Current Approved Expenses		
Annual	\$	107,155.44
Per Month	\$	8,929.62

Requested Expenses		
Total Annual	\$	117,591.58
Month	\$	9,799.30

Increase Year	\$	10,436.14
Increase Month	\$	869.68

Attachment: 2026 Workbook (164-25 : Increase Mortgage Tax Expense - County Clerk)



**Cortland County
Administrative Policy Manual**

Employee Identification Badge Policy

Policy/Procedure Number: 01.002 **Modified Date(s):** 3/31/2016, 11/17/2023, 8/28/2025

Resolution No.: 158.16

Effective Date: 3/31/2016

Next Review: As needed

Objective: To establish a policy for the issuance of a photo identification badge to all employees for the use of said badge by employees while at work or when representing the County of Cortland in any official capacity in an effort to provide a safe and secure workplace for all employees.

Reference (All applicable federal, state, and local laws):

Legislative Policy Statement:

Responsible Department: County Administration and Personnel Department

General Information: This policy applies to all County Employees (including full-time, part-time and temporary), Elected Officials, Volunteers, Interns, and Contracted Services while on County property and/or in the community will adhere to the following identification standards.

I. Definitions:

II. Policy:

All employees will be issued and must wear and visibly display photo identification badges as provided by the County. Individuals requiring identification badges **must carry the badge on their person at all times when representing the County.** ~~be worn in a manner that allows the identification of an employee by photo, first and last names and department.~~ This badge and PIN will also provide location access to certain areas throughout the County using keyless entry.

All persons working or conducting business on County property and/or in the community will adhere to the following identification standards.

Access for Volunteers, Interns and Contracted Services employees will provided based on the policy for that particular group of individuals.

Procedure:

- A. The policy and procedures described herein are intended to provide for the safety and security of County employees, all employees are expected to fully comply with all provisions of this policy. Any employee who is found to be in violation of this policy may be subject to disciplinary action.



Cortland County Administrative Policy Manual

- B. The Personnel Department will provide all new staff members with a copy of this policy at the time of new employee orientation. The policy can also be found on the County's intranet.
- C. All employees are required to wear the ID badge at County work areas during official capacity. ID badges are to be prominently worn so the photo is clearly visible to others. The requirement may be temporarily waived at the department's discretion when wearing the ID presents a safety issue (e.g. Sheriff's, Buildings and Grounds and Highway Department's). However, the employee must carry the ID at all times during work hours or when acting in an official capacity.
- D. The ID is to be worn between the shoulders and waist on a lanyard or attached clip as provided by the County. The ID shall not be defaced or altered with pins, stickers, decals, etc.
- E. Employees are responsible for safeguarding their own ID and PIN. Any lost or damaged ID should be reported immediately to the employee's supervisor, who is responsible for reporting the lost or damaged ID to IT.
- F. In an event that an employee forgets their ID, the employee's supervisor must be notified at the start of the work shift. The supervisor will issue a temporary ID for the shift. The temporary ID will only list the employee's department.
- G. The PIN will be four (4) numeric digits in length and cannot be some other identifying number assigned to the individual such as part of Social Security Number, Badge Number, Extension Number, etc.

IDENTIFICATION CARD HOLDER RESPONSIBILITIES

- A. Do not lend your ID to anyone.
- B. Do not allow unauthorized individuals into any secure area.
- C. Do not leave ID on dash of vehicle or other locations where exposed to extreme temperatures.
- D. Do not fold, bend, or mutilate your ID.
- E. Do not use your ID improperly.
- F. Do not leave your ID unattended.
- G. Do not write your PIN on your card, lanyard, card pouch, or anything else your ID card may be near.
- H. Immediately notify your supervisor if your ID is no longer in your possession.

Immediately notify your supervisor of any difficulties or problems with any ID.



**Cortland County
Administrative Policy Manual**

Employee Identification Badge Policy

Policy/Procedure Number: 01.002 **Modified Date(s):** 3/31/2016, 11/17/2023, 8/28/2025

Resolution No.: 158.16

Effective Date: 3/31/2016

Next Review: As needed

Objective: To establish a policy for the issuance of a photo identification badge to all employees for the use of said badge by employees while at work or when representing the County of Cortland in any official capacity in an effort to provide a safe and secure workplace for all employees.

Reference (All applicable federal, state, and local laws):

Legislative Policy Statement:

Responsible Department: County Administration and Personnel Department

General Information: This policy applies to all County Employees (including full-time, part-time and temporary), Elected Officials, Volunteers, Interns, and Contracted Services while on County property and/or in the community will adhere to the following identification standards.

I. Definitions:

II. Policy:

All employees will be issued photo identification badges as provided by the County. Individuals requiring identification badges must carry the badge on their person at all times when representing the County. This badge and PIN will also provide location access to certain areas throughout the County using keyless entry.

All persons working or conducting business on County property and/or in the community will adhere to the following identification standards.

Access for Volunteers, Interns and Contracted Services employees will be provided based on the policy for that particular group of individuals.

Procedure:

- A.** The policy and procedures described herein are intended to provide for the safety and security of County employees, all employees are expected to fully comply with all provisions of this policy. Any employee who is found to be in violation of this policy may be subject to disciplinary action.



Cortland County Administrative Policy Manual

- B.** The Personnel Department will provide all new staff members with a copy of this policy at the time of new employee orientation. The policy can also be found on the County's intranet.
- C.** All employees are required carry the ID at all times during work hours or when acting in an official capacity.
- D.** The ID shall not be defaced or altered with pins, stickers, decals, etc.
- E.** Employees are responsible for safeguarding their own ID and PIN. Any lost or damaged ID should be reported immediately to the employee's supervisor, who is responsible for reporting the lost or damaged ID to IT.
- F.** In an event that an employee forgets their ID, the employee's supervisor must be notified at the start of the work shift. The supervisor will issue a temporary ID for the shift. The temporary ID will only list the employee's department.
- G.** The PIN will be four (4) numeric digits in length and cannot be some other identifying number assigned to the individual such as part of Social Security Number, Badge Number, Extension Number, etc.

IDENTIFICATION CARD HOLDER RESPONSIBILITIES

- A.** Do not lend your ID to anyone.
- B.** Do not allow unauthorized individuals into any secure area.
- C.** Do not leave ID on dash of vehicle or other locations where exposed to extreme temperatures.
- D.** Do not fold, bend, or mutilate your ID.
- E.** Do not use your ID improperly.
- F.** Do not leave your ID unattended.
- G.** Do not write your PIN on your card, lanyard, card pouch, or anything else your ID card may be near.
- H.** Immediately notify your supervisor if your ID is no longer in your possession.

Immediately notify your supervisor of any difficulties or problems with any ID.

NO STAPLES

PLEASE
this includes attachments

Please print & keep this Cover Sheet with
the contract at all times.

13.11.a

Contract Cover Sheet

No. 012-23
Res. No. 126-22

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

Date submitted: 01/18/2023

Contract with/for: United Radio - UHF Paging system maintenance

Contract Term: Start Date 01/01/2023 End Date 12/31/2025

Contract entered on log on: 1/20/2023 (NC)

Contract given to County Attorney on: 1/20/2023 (NC)
⇒ Assigned to Assistant County Attorney: _____ on _____

Resolution Attached ☐ / Budgeted Contract Approval ☒ / Grant Award Approval ☐ / Other ☐

Insurance Included with **County** as Add'l Insured ☒ OR Insurance Not Applicable ☐
Liability ☐ / Property ☐ / Auto ☐ / WC ☐ / DBL ☐ / UI ☐ / Professional ☐ / Special: _____ ☐

Approved No ☐ date: _____ (see comments below)

Yes ☒ date: 1/27/2023 (NC)

Given to Chairman ☐ / County Administrator ☒ for signature on: 1/27/2023 (NC)

Returned to department for corrections on: _____

County Attorney Comments: _____

Department notified of contract approval & upload to portal: 2/1/2023

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

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

Funding Account # A30205.54015

Verified by: sr Date 01/19/2023
Department / Initials

County Attorney Use Only

Date Rec'd 2/1/2023

SCANNED

(NC)



Cortland County
Budgeted Contract Approval

By approval of the Cortland County Legislature, Resolution No. 126-22 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.

Submitted by: Emergency Response Scott Roman
(Department) (Contact Person)

Date submitted: 01/17/2023

Contract with: United Radio

Address: 5703 Enterprise Pkwy, East Syracuse

Amount: \$50,345.55

Funding Account #: A30205.54015

Description of services: UHF paging system maintenance
PO # 2023 - 0036

☐ Denied (Reason): _____

☒ Approved



County Administrator

Date: 1/24/2023

Checklist of documents:☐ Contract Cover Sheet (aka: Blue Sheet)☐ Certified Resolution☒ 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.)

- "County of Cortland" must be named as an Additional Insured

- For projects over \$25,000; Insurance must include 'per project aggregate' endorsement

☒ 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

- NO STAPLES
- TAB ALL SIGNATURE PAGES
- SUBMIT AT LEAST TWO COPIES FOR SIGNATURE (One for Vendor, One for County)

AGREEMENT

THIS AGREEMENT, entered into this 17th day of January, 2023, 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 **UNITED RADIO**, (the "CONTRACTOR"), with offices located at 5703 ENTERPRISE PARKWAY, EAST SYRACUSE, NY 13057.

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 PREVENTATIVE MAINTENANCE ON THE COUNTY'S UHF PAGING SYSTEM AND RELATED RADIO COMMUNICATION EQUIPMENT AS SPECIFIED IN ATTACHMENT #1.

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning JANUARY 1, 2023 and ending December 31, 2025.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been executed, the CONTRACTOR shall file with the COUNTY a monthly invoice and the COUNTY shall pay the CONTRACTOR \$50,345.55 annually for 2023, \$52,862.82 annually for 2024 and \$55,505.96 annually for 2025 broken down monthly within its normal payment period.

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.

60 Central Avenue
Cortland, New York 13045

54 Greenbush Street
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, \$750,000.00 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.

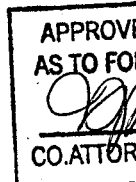
ARTICLE 23. PRIVACY AND SECURITY (HIPAA)

(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: 2/1/2023BY: [Signature]PRINTED NAME: Robert J. CorporaTITLE: County Administrator

Acknowledgement

STATE OF NEW YORK)

COUNTY OF CORTLAND) ss.:

On this 1ST day of February, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. 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.

Wendy M. Canfield
Notary Public

WENDY M. CANFIELD
Notary Public, State of New York
Qualified in Madison County
No. 01CA6433112
Commission Expires May 9, 2026

CONTRACTOR: United Radio

(name of company)

DATE: 1/BY: [Signature]PRINTED NAME: Leslie EnglishTITLE: General Manager

Acknowledgement

STATE OF NEW YORK)
COUNTY OF Onondaga ss.:

On this 12th day of January, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Leslie English, 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.

Wanda M. Michalski
Notary Public

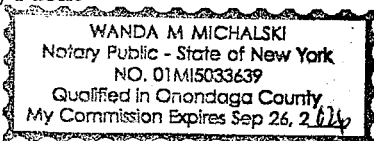


EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)

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: *Rosetta E. Li*

Date: 1/12/23

Title: General Manager

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: Leslie English Date: 1/12/23

Signature: Leslie English Title: General Manager

**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 12 day of January, 2023 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

Phillip Rubenstein
President

Manlius, NY

Mara Chaulamb
Vice President

Skaneateles, NY

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: Jan 12, 2023

Name: Leslie English

Position: General Manager

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: Leslie English

Company: United Radio

Date: 1/12/23

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.)

DELETE THIS PAGE BEFORE PRINTING

INSERT APPENDIX A HERE

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

October 2019

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

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, licensor, 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 \$25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. 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

October 2019

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 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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.

October 2019

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

United Radio & Cortland County's UHF Paging System and related radios

Maintenance agreement - Scope of Coverage

United Radio agrees to maintain Cortland County's UHF paging system and related radios in good working order and to respond a service technician to routine and emergency service calls in Cortland County on the County's UHF paging system 24 hours a day, 365 days a year for the time period listed in the contract.

For service calls identified by the County as an **emergency repair** (UHF paging system down, , control station off the air, paging site not operable, etc) United Radio's response time will be **four hours or less** from time of call to time of representative being on-site, unless there are extenuating circumstances (weather, location of technician, etc).

For service calls identified by the County as a **routine repair** (poor sound quality, intermittent issues, etc) United Radio's response time will be **one business day** from time of call to time of representative being on-site, unless there are extenuating circumstances (weather, location of technician, etc).

Maintenance shall include the labor and parts required to repair equipment (see equipment list) which has become defective through normal wear and tear. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including but not limited to, damage caused by accidents, physical abuse or misuse of equipment, acts of god, fire, or considered unrepairable.

United Radio will conduct **at least** one complete annual preventative maintenance inspection on all listed equipment. United Radio will provide documentation to the County that each UHF paging site preventative maintenance inspection has been completed.

United Radio will notify the Cortland County 911 dispatch center (on duty supervisor at 607-753-7534) whenever a representative of United Radio is on-site in Cortland County at any of Cortland County's UHF paging sites. Notification will also take place when a United Radio representative is complete at any of Cortland County's UHF paging sites.

United Radio will maintain an inventory of Cortland County's UHF paging equipment sent out for repair, status of repair, and anticipated return to service date.

County is responsible for sites to be accessible by vendor vehicles, including snow removal where required.

This agreement does not include maintenance of any physical shelter, transmission line, antenna or tower lighting.

Manufacturer	Model/Part Number	Description	Coverage	Location	Change for 2023	Qty	Per Unit Monthly 10% from 2022	2023 Rate	2023 Annual Price	Change for 2024	Qty	Per Unit Monthly 5% from 2023	2024 Rate	2024 Annual Price	Change for 2025	Qty	Per Unit Monthly 5% from 2024	2025 Rate	2025 Annual Price		
PAGING EQUIPMENT																					
Convex Raven	2241	Audio and ERM Bridge	24 HOUR	Virgil Tower	2023-01-01	1	\$23.63	\$23.63	\$282.39	2024-01-01	1	\$24.71	\$24.71	\$296.51	2025-01-01	1	\$25.94	\$25.94	\$311.33		
Convex	40100D-4082	Audio Bridge	24 HOUR	Virgil & Cortlandville	2023-01-01	1	\$23.63	\$23.63	\$564.70	2024-01-01	1	\$24.71	\$24.71	\$592.83	2025-01-01	1	\$25.94	\$25.94	\$652.28		
Convex	VOL-RS	Variable Delay Line	24 HOUR	Remote Site	2023-01-01	8	\$89.10	\$712.80	\$8,553.60	2024-01-01	8	\$93.56	\$748.44	\$9,981.28	2025-01-01	8	\$98.23	\$765.86	\$9,430.34		
IK-ACS-163-TD-ACC	IK-ACS-163-TD-ACC	Variable Delay Line AC Power	24 HOUR	Remote Site	2023-01-01	4	\$90.10	\$356.40	\$4,276.80	2024-01-01	4	\$93.65	\$374.22	\$4,592.93	2025-01-01	4	\$98.23	\$4,115.17	\$4,715.17		
IK-ACS-163-TD-4BC	IK-ACS-163-TD-4BC	Variable Delay Line DC Power	24 HOUR	Remote Site	2023-01-01	4	\$90.10	\$356.40	\$4,276.80	2024-01-01	4	\$93.65	\$374.22	\$4,592.93	2025-01-01	4	\$98.23	\$4,115.17	\$4,715.17		
Motorola	AAM50RCP9AA1 N	Mobile Radio / 1 cm 200, 40 watts	24 HOUR	Remote Site	2023-01-01	12	\$27.41	\$328.97	\$3,947.65	2024-01-01	12	\$28.78	\$345.42	\$4,145.03	2025-01-01	12	\$30.22	\$362.69	\$4,352.28		
Motorola	13217	MC2500 Tone Remote Deskset	24 HOUR	PSB & RTC	2023-01-01	2	\$15.66	\$31.32	\$375.79	2024-01-01	2	\$16.44	\$32.88	\$394.58	2025-01-01	2	\$17.26	\$34.53	\$414.51		
Motorola	T3000	MC2500 Tone Remote Deskset	24 HOUR	Virgil Tower	2023-01-01	2	\$50.91	\$1,221.83	\$13,461.60	2024-01-01	2	\$53.46	\$1,282.92	\$14,811.60	2025-01-01	2	\$56.13	\$1,347.07	\$15,407.07		
Motorola	15766	MTR3000 Repeater	24 HOUR	Remote Site	2023-01-01	12	\$50.91	\$610.92	\$7,331.00	2024-01-01	12	\$53.46	\$673.54	\$8,082.42	2025-01-01	12	\$56.13	\$723.54	\$8,602.42		
Motorola / Argus	L1883	MTR2000 Repeater	24 HOUR	Remote Site	2023-01-01	10	\$14.69	\$1,782.42	\$17,824.20	2024-01-01	10	\$15.42	\$1,854.21	\$18,542.10	2025-01-01	10	\$16.19	\$1,931.06	\$19,310.60		
Spectracom	81948	Changer	24 HOUR	Remote Site	2023-01-01	12	\$38.26	\$459.12	\$5,509.44	2024-01-01	12	\$37.01	\$444.17	\$5,330.06	2025-01-01	12	\$38.87	\$469.38	\$5,596.57		
Zetron	Model 1515 / 901-9334	GPS Receiver	24 HOUR	Remote Site	2023-01-01	12	\$6.38	\$76.26	\$915.15	2024-01-01	12	\$6.67	\$80.09	\$960.91	2025-01-01	12	\$7.01	\$84.05	\$1,008.95		
Tripp Lite	BC Pro Internet Office 700	Serial Voice Alarm Panel	24 HOUR	Remote Site	2023-01-01	12	\$2.73	\$32.76	\$393.03	2024-01-01	12	\$2.87	\$34.39	\$412.68	2025-01-01	12	\$3.01	\$36.11	\$433.32		
Dynasty	Tel 12-45	Battery	24 HOUR	Remote Site	2023-01-01	12	\$14.14	\$169.72	\$2,036.63	2024-01-01	12	\$14.85	\$178.20	\$2,138.46	2025-01-01	12	\$15.59	\$187.12	\$2,245.38		
RAD	IPMLUX-1E (1151840000)	ETH to Analog ERM Router	24 HOUR	PSB to Cortlandville	2023-01-01	2	\$16.84	\$33.28	\$399.39	2024-01-01	2	\$17.47	\$34.95	\$419.35	2025-01-01	2	\$18.35	\$36.69	\$440.32		
RAD	IPMLUX-1E (1151840000)	ETH to Analog ERM Router	24 HOUR	COB to Cortlandville	2023-01-01	2	\$16.84	\$33.28	\$399.39	2024-01-01	2	\$17.47	\$34.95	\$419.35	2025-01-01	2	\$18.35	\$36.69	\$440.32		
RAD	IPMLUX-1E (1151840000)	ETH to Analog ERM Router	24 HOUR	PSB & RTC	2023-01-01	2	\$16.84	\$33.28	\$399.39	2024-01-01	2	\$17.47	\$34.95	\$419.35	2025-01-01	2	\$18.35	\$36.69	\$440.32		
Motorola	13276AC	Tone Remote Panel	24 HOUR	RTC	2023-01-01	1	\$15.07	\$150.04	\$1,500.44	2024-01-01	1	\$15.62	\$156.22	\$1,562.22	2025-01-01	1	\$16.61	\$166.61	\$1,669.38		
HP	2610-24	Switch	24 HOUR	PSB & RTC	2023-01-01	2	\$22.14	\$44.28	\$551.30	2024-01-01	2	\$23.24	\$46.48	\$567.87	2025-01-01	2	\$24.41	\$48.81	\$595.76		
Tripp Lite	W785	Fiber Converter	24 HOUR	PSB & RTC	2023-01-01	2	\$4.05	\$8.10	\$97.15	2024-01-01	2	\$4.25	\$8.50	\$102.01	2025-01-01	2	\$4.46	\$8.93	\$107.11		
Cannibum	PT4501	Point to Point Microwave Link	24 HOUR	PSB to Cortlandville	2023-01-01	2	\$102.52	\$205.04	\$2,460.48	2024-01-01	2	\$107.65	\$215.29	\$2,583.50	2025-01-01	2	\$113.03	\$226.06	\$2,712.68		
Cannibum	PT4501	Point to Point Microwave Link	24 HOUR	COB to Cortlandville	2023-01-01	2	\$102.52	\$205.04	\$2,460.48	2024-01-01	2	\$107.65	\$215.29	\$2,583.50	2025-01-01	2	\$113.03	\$226.06	\$2,712.68		
Cannibum	PT4501	Point to Point Microwave Link	24 HOUR	PSB to Vir	2023-01-01	2	\$102.52	\$205.04	\$2,460.48	2024-01-01	2	\$107.65	\$215.29	\$2,583.50	2025-01-01	2	\$113.03	\$226.06	\$2,712.68		
Motorola	XTL Mobile	Mobile Radio for Tone Monitors	24 HOUR	PSB & RTC	2023-01-01	2	\$27.41	\$54.82	\$657.89	2024-01-01	2	\$28.78	\$57.57	\$690.78	2025-01-01	2	\$30.22	\$60.44	\$725.32		
Motorola	NBUC	Tone Monitors	24 HOUR	PSB & RTC	2023-01-01	2	\$19.17	\$38.35	\$460.15	2024-01-01	2	\$20.13	\$40.26	\$483.16	2025-01-01	2	\$21.14	\$42.28	\$507.32		
INTERCOM EQUIPMENT																					
Motorola	AP4500	Trunked Intercom/Interop bases	24 HOUR	Remote Site	2023-01-01	6	\$27.41	\$164.46	\$1,973.50	2024-01-01	6	\$28.78	\$172.68	\$2,072.18	2025-01-01	6	\$30.22	\$181.32	\$2,175.79		
Motorola	13276AC	Tone Remote Adapters for above	24 HOUR	Remote Site	2023-01-01	6	\$15.67	\$93.99	\$1,127.88	2024-01-01	6	\$16.45	\$98.69	\$1,184.28	2025-01-01	6	\$17.27	\$103.62	\$1,243.49		
Year Total														\$52,862.82	Year Total						\$55,905.96

Sites	
1	Virgil
2	Marathon
3	Cincinnati
4	Hanford
5	Blue Creek
6	Pieble Post Office
7	Tuxton
8	FSB
9	Homer Fire
10	Solon
11	Taylor
12	Union Fire



5703 Enterprise Parkway
East Syracuse, NY 13057
Toll Free: 1.800.634.8606
Phone: 315.446.8700
Fax: 315.446.8580
unitedradio.com

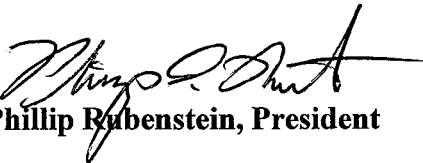
13.11.a

January 16, 2023

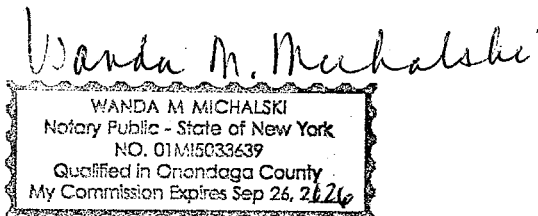
To whom it may concern:

Leslie English is the General Manager of our Communication Division at United Radio. Leslie English is authorized to act on behalf of the business and sign the Cortland County Preventative Maintenance Agreement on behalf of United Radio.

Regards,


Phillip Rubenstein, President

United Radio



Quality electronic service specialists since 1923. ISO 9001:2000 certified.

Attachment: Previous contract - 012-23_DERC-911_United Radio (167-25 : Authorize Agreement with United Radio Service for 911 Paging



UNITRAD-01

JM

13.11.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2023

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

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

PRODUCER
MILLER AGENCY OF NEW YORK INC
7000 E GENESEE ST, BLDG E
FAYETTEVILLE, NY 13066

CONTACT

NAME:

PHONE

(A/C, No, Ext): (315) 446-5444

FAX

(A/C, No): (315) 446-5719

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: PHOENIX INSURANCE CO.

25623

INSURER B: TRAVELERS INDEMNITY COMPANY

1899

INSURER C: TRAVELERS INDEMNITY CO OF CT

25682

INSURER D:

INSURER E:

INSURER F:

INSURED

United Radio Inc
5703 Enterprise Parkway
East Syracuse, NY 13057

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	P-630-132L3909-PHX-22	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	810-1N944582-22-43-G	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$					
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-7K726702-22-43-V	7/1/2022	7/1/2023	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured for liability insurance as required by written contract to the extent of forms CG D2 46 04/19 and CA T9 60 02/15 attached.

CERTIFICATE HOLDER

CANCELLATION

Cortland County
60 Central Ave
Cortland, NY 13045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Packet Pg. 160

Attachment: Previsou contract - 012-23_DERC-911_United Radio (167-25 : Authorize Agreement with United Radio Service for 911 Paging



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) UNITED RADIO INC. 5703 ENTERPRISE PKWY EAST SYRACUSE, NY 13057 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 315-446-8700 1c. Federal Employer Identification Number of Insured or Social Security Number 160906884
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Cortland County 60 Central Ave. Cortland, NY 13045	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL567060 3c. Policy effective period 11/01/2022 to 10/31/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/16/2023 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

DB-120.1 (12-21)



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

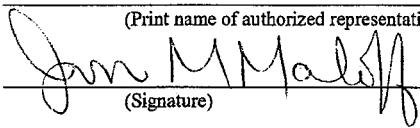
1a. Legal Name & Address of Insured (Use street address only) United Radio, Inc. 5703 Enterprise Pkwy. East Syracuse, NY 13057 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Cortland County 60 Central Ave. Cortland, NY 13045	3a. Name of Insurance Carrier Travelers Insurance Co. of Ct. 3b. Policy Number of entity listed in box "1a" UB7K26702-22-43-V 3c. Policy effective period 07/01/2022 to 07/01/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jon M. Maloff
(Print name of authorized representative or licensed agent of insurance carrier)
 Approved by:  1/16/23
(Signature) (Date)
 Title: Pres. The Miller Agency of New York, Inc.

Telephone Number of authorized representative or licensed agent of insurance carrier: 315 446 5444

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. BROAD FORM NAMED INSURED | H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PERSONAL PROPERTY |
| C. EMPLOYEE HIRED AUTO | J. AIRBAGS |
| D. EMPLOYEES AS INSURED | K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. BLANKET WAIVER OF SUBROGATION |
| F. WAIVER OF DEDUCTIBLE – GLASS | M. UNINTENTIONAL ERRORS OR OMISSIONS |
| G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT | |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an

additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

Do not add this form to a policy. It is for informational purposes only.

COMMERCIAL AUTO

Do not add this form to a policy. It is for informational purposes only.

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

I. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

J. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative notice as soon as reasonably

COMMERCIAL AUTO

possible of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

L. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- 5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

M. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Michael J. Bong
Acting Director, Division of Taxation

UNITED RADIO, INC.
5703 ENTERPRISE PKWY
EAST SYRACUSE NY 13057-2905

Tax Registration No **XXX-XXX-884/000**

Tax Effective Date: **10-01-10**

Document Locator No **B0000571206**

Date issued: **09-28-10**

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

New York State Department of Taxation and Finance - Sales Tax

Certificate of Authority

Identification Number

16 0906884

(Use this number on all returns and correspondence)



UNITED RADIO, INC.
2949 ERIE BLVD E
SYRACUSE NY 13224

**VALIDATED
REPLACEMENT
PROCESSING DIV
SALES TAX
11-30-14
DEPT. OF TAX
AND FINANCE**

Is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Not Transferable

This certificate must be prominently displayed in your place of business listed above.

Fraudulent or other improper use of this certificate may cause it to be revoked.

This certificate may not be photocopied or reproduced.

DTF-17-A (10/93)

Manufacturer	Model/Part Number	Description	Qty	Coverage	Location	2020 Rate	2020 Annual Price
Convex	2241	PAGING EQUIPMENT Audio and E&M Bridge	1	24 HOUR	Virgil Tower	\$70.77	\$70.77
Convex	Convex VDL-RS	Variable Delay Line	8	24 HOUR	Remote Site	\$41.50	\$332.00
Motorola	AAM50RPC9AA1 N	Mobile Radio / cm 200, 40 watts	8	24 HOUR	Remote Site	\$133.57	\$1,068.56
Motorola	L3217	MC2500 Tone Remote Deskset	2	24 HOUR	PSB & RTC	\$27.64	\$55.28
Motorola	T3000	MTR3000 Repeater	2	24 HOUR	Virgil Tower	\$239.33	\$478.66
Motorola	T5766	MTR2000 Repeater	8	24 HOUR	Remote Site	\$853.47	\$6,827.76
Motorola / Argus	L1883	Charger	8	24 HOUR	Remote Site	\$103.74	\$829.92
Spectracom	8194B	GPS Receiver	8	24 HOUR	Remote Site	\$228.90	\$1,831.20
Zetron	Model 1516 / 901-9334	Sentri Voice Alarm Panel	8	24 HOUR	Remote Site	\$54.13	\$433.04
Tripp Lite	BC Pro Internet Office 700	UPS	8	24 HOUR	Remote Site	\$131.27	\$1,050.16
Dynasty	Tel 12-45	Battery	8	24 HOUR	Remote Site	\$19.89	\$159.12
RAD	IPMUX	ETH to Analog E&M Router	2	24 HOUR	PSB & RTC	\$25.43	\$50.86
		INTERCOM EQUIPMENT					
Motorola	APX4500	Trunked intercom/interop bases	6	24 HOUR	Remote Site	\$145.15	\$870.90
Motorola	L3276AC	Tone Remote Adapters for above	6	24 HOUR	Remote Site	\$39.38	\$236.28
						Year Total	

Cortland County Paging - Pricing Work Sheet

Cortland County Paging - Pricing Work Sheet					2026					2027					2028						
Manufacturer	Model/Part Number	Description	Coverage	Location	Change for 2026	Qty	Per Unit Monthly	Rate	Annual Price	Change	Qty	Per Unit Monthly	Rate	Annual Price	Change	Qty	Per Unit Monthly	Rate	Annual Price		
		PAGING EQUIPMENT					1.02					1.02					1.02				
Convex	2241	Audio and E&M Bridge	24 HOUR	Virgil Tower		1	\$26.46	\$26.46	\$317.56		1	\$26.99	\$26.99	\$323.91		1	\$27.53	\$27.53	\$330.39		
Raven	40100D-4082	Audio Bridge	24 HOUR	Virgil & Cortlandville		2	\$26.46	\$52.92	\$635.03		2	\$26.99	\$53.98	\$647.73		2	\$27.53	\$55.06	\$660.68		
Convex	Convex VDL-RS	Variable Delay Line	24 HOUR	Remote Site		0	\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00	\$0.00		
Gatesair	IX-ACS-163-TD-ACC	Variable Delay Line AC Power	24 HOUR	Remote Site	+1	9	\$100.20	\$901.78	\$10,821.32		9	\$102.20	\$919.81	\$11,037.75		9	\$104.25	\$938.21	\$11,258.50		
Gatesair	IX-ACS-163-TD-48C	Variable Delay Line DC Power	24 HOUR	Remote Site	+1	5	\$100.20	\$500.99	\$6,011.84		5	\$102.20	\$511.01	\$6,132.08		5	\$104.25	\$521.23	\$6,254.72		
Motorola	AAM50RPC9AA1 N	Mobile Radio / cm 200, 40 watts	24 HOUR	Remote Site	+2	14	\$30.83	\$431.60	\$5,179.22		14	\$31.45	\$440.23	\$5,282.80		14	\$32.07	\$449.04	\$5,388.46		
Motorola	L3217	MC2500 Tone Remote Deskset	24 HOUR	PSB & RTC		2	\$17.61	\$35.22	\$422.60		2	\$17.96	\$35.92	\$431.05		2	\$18.32	\$36.64	\$439.67		
Motorola	T3000	MTR3000 Repeater	24 HOUR	Virgil Tower		2	\$57.25	\$114.50	\$1,374.01		2	\$58.40	\$116.79	\$1,401.49		2	\$59.56	\$119.13	\$1,429.52		
Motorola	T5766	MTR2000 Repeater	24 HOUR	Remote Site	+2	14	\$57.25	\$801.51	\$9,618.09		14	\$58.40	\$817.54	\$9,810.45		14	\$59.56	\$833.89	\$10,006.66		
Motorola / Argus	L1883	Charger	24 HOUR	Remote Site		10	\$16.52	\$165.16	\$1,981.93		10	\$16.85	\$168.46	\$2,021.56		10	\$17.18	\$171.83	\$2,062.00		
Spectracom	8194B	GPS Receiver	24 HOUR	Remote Site	+2	14	\$39.64	\$554.99	\$6,659.91		14	\$40.44	\$566.09	\$6,793.11		14	\$41.24	\$577.41	\$6,928.97		
Zetron	Model 1516 / 901-9334	Sentri Voice Alarm Panel	24 HOUR	Remote Site	+2	14	\$7.15	\$100.05	\$1,200.65		14	\$7.29	\$102.06	\$1,224.66		14	\$7.44	\$104.10	\$1,249.16		
Tripp Lite	BC Pro Internet Office 700	UPS	24 HOUR	Remote Site	+2	14	\$3.07	\$42.97	\$515.65		14	\$3.13	\$43.83	\$525.96		14	\$3.19	\$44.71	\$536.48		
Dynasty	Tel 12-45	Battery	24 HOUR	Remote Site	+2	14	\$15.90	\$222.67	\$2,672.00		14	\$16.22	\$227.12	\$2,725.44		14	\$16.55	\$231.66	\$2,779.95		
RAD	IPMUX-1E (1151840000)	ETH to Analog E&M Router	24 HOUR	COB to Virgil		2	\$18.71	\$37.43	\$449.13		2	\$19.09	\$38.18	\$458.11		2	\$19.47	\$38.94	\$467.27		
RAD	IPMUX-1E (1151840000)	ETH to Analog E&M Router	24 HOUR	COB to Cortlandville		2	\$18.71	\$37.43	\$449.13		2	\$19.09	\$38.18	\$458.11		2	\$19.47	\$38.94	\$467.27		
RAD	IPMUX-1E (1151840000)	ETH to Analog E&M Router	24 HOUR	COB & RTC		2	\$18.71	\$37.43	\$449.13		2	\$19.09	\$38.18	\$458.11		2	\$19.47	\$38.94	\$467.27		
RAD	IPMUX-1E (1151840000)	ETH to Analog E&M Router	24 HOUR	COB to 911	+2	2	\$18.53	\$37.06	\$444.72		2	\$18.90	\$37.80	\$453.61		2	\$19.28	\$38.56	\$462.69		
HP	2610-24	Switch	24 HOUR	PSB & RTC		2	\$24.89	\$49.79	\$597.47		2	\$25.39	\$50.79	\$609.42		2	\$25.90	\$51.80	\$621.61		
Tripp Lite	N785	Fiber Converter	24 HOUR	PSB,RTC,COB,911	+4	6	\$4.55	\$27.31	\$327.76		6	\$4.64	\$27.86	\$334.31		6	\$4.74	\$28.42	\$341.00		
Cambium	PTP450i	Point to Point Microwave Link	24 HOUR	PSB to Cortlandville		2	\$115.29	\$230.58	\$2,766.93		2	\$117.59	\$235.19	\$2,822.27		2	\$119.95	\$239.89	\$2,878.72		
Cambium	PTP450i	Point to Point Microwave Link	24 HOUR	COB to Cortlandville		2	\$115.29	\$230.58	\$2,766.93		2	\$117.59	\$235.19	\$2,822.27		2	\$119.95	\$239.89	\$2,878.72		
Cambium	PTP650	Point to Point Microwave Link	24 HOUR	PSB to VIR		2	\$115.29	\$230.58	\$2,766.93		2	\$117.59	\$235.19	\$2,822.27		2	\$119.95	\$239.89	\$2,878.72		
Motorola	XTL Mobile	Mobile Radio for Tone Monitors	24 HOUR	PSB & RTC		2	\$30.83	\$61.65	\$739.83		2	\$31.44	\$62.89	\$754.62		2	\$32.07	\$64.14	\$769.72		
UR	NIBCO	Tone Monitors	24 HOUR	PSB & RTC		2	\$21.56	\$43.12	\$517.46		2	\$21.99	\$43.98	\$527.81		2	\$22.43	\$44.86	\$538.37		
INTERCOM EQUIPMENT																					
Motorola	APX4500	Trunked intercom/interop bases	24 HOUR	Remote Site		6	\$30.82	\$184.94	\$2,219.30		6	\$31.44	\$188.64	\$2,263.69		6	\$32.07	\$192.41	\$2,308.96		
Motorola	L3276AC	Tone Remote Adapters for above	24 HOUR	Remote Site		6	\$17.62	\$105.70	\$1,268.36		6	\$17.97	\$107.81	\$1,293.73		6	\$18.33	\$109.97	\$1,319.61		
							Year Total	\$63,172.90									Year Total	\$64,436.36		Year Total	\$65,725.08

Check Sum
\$193,334.34

Sites	
1	Virgil
2	Marathon
3	Cincinnatus
4	Harford
5	Blue Creek
6	Preble Post Office
7	Truxton
8	PSB
9	Homer Fire
10	Solon
11	Taylor
12	Willet Fire
13	Virgil FD
14	Cuyler

Added for 2026
Added for 2026

Option 1. A fixed cost that would be paid monthly over the term of the three year period. **\$5,370.40** Per Month for 3 years

Check Sum
\$193,334.34

Option 2. Priced like current, yearly cost breakdown, paid monthly, with yearly escalators.

Year 1	Year 2	Year 3
\$5,264.41	\$5,369.70	\$5,477.09
Per Month	Per Month	Per Month

Check Sum
\$193,334.34

Contract Cover Sheet

Contract No.: 13.12.a

Resolution No.: _____

RFP Required: Yes ☐ No ☒Relevant Section of P&P Policy/GM
_____***NO STAPLES PLEASE***
*this includes attachments****Please print & keep this Cover Sheet with the
contract at all times.**

Contract submitted by:

District Attorney
(Department)Johanna Parker / Patrick Perfelt
(Contact Person)

Date submitted: _____

Contract with/for:

AXON Enterprise Inc

Contract Term:

Start Date 8.15.2025 End Date 12.31.2030

Contract entered on log on: _____

▪ Contract given to County Attorney on: _____

⇒ Assigned to Assistant County Attorney: _____ on _____

▪ Resolution Attached ☐ / Budgeted Contract Approval ☐ / Grant Award Approval ☒ / Other ☐▪ IT Department Head Approval (required if contract involves a technology component): Discovery Reform Grant

IT Signature: _____ Date: _____

▪ Insurance Included with **County** as Add'l Insured ☐ **OR** Insurance Not Applicable ☐Liability ☐ / Property ☐ / Auto ☐ / WC ☐ / DBL ☐ / UI ☐ / Professional ☐ / Special: _____ ☐▪ **Approved** No ☐ date: _____ (see comments below*)

*County Attorney Comments:

_____Yes ☐ date: _____ Mutual Indemnification: Y / N▪ Given to Chair ☐ / County Administrator ☐ for signature on: _____

▪ Returned to department for other party signature(s) on: _____

DEPARTMENT... Please return one fully executed original contract, Resolution/BCA/GAA, insurance certificate(s), and this cover sheet to the County Attorney's office. DATE RETURNED: _____

▪ Department notified of contract approval & upload to portal: _____

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

Funding Account # _____

Verified by: _____ Date _____

Department / Initials

County Attorney Use Only

Date Uploaded: _____

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

AXON ENTERPRISE, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **D**

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

17800 N 85TH ST

6 City, state, and ZIP code

SCOTTSDALE, AZ 85255

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

-

or

Employer identification number

-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Jean Stone

Date

1/1/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

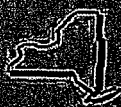
What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



New York State Department of
Taxation and Finance
Sales Tax Registration
W.A. Harman Campus
Albany NY 12227-0865

17100371692300-AP00



AXON ENTERPRISE, INC.
17800 N 85TH ST
SCOTTSDALE AZ 85255-6311

New York State Department of Taxation and Finance
Certificate of Authority

Identification number

86-0741227

(Use this number on all returns and correspondence)



VALIDATED

10/18/2017

Dept of Tax
and Finance

AXON ENTERPRISE, INC.
17800 N 85TH ST
SCOTTSDALE AZ 85255-6311

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

40201071000098

1DB3-2920635 P0000333-01



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-680555-45821MK

Issued: 06/13/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 08/15/2025

Account Number: 513048

Payment Terms: N30

Mode of Delivery: eDelivery

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Cortland County District Attorney 46 Greenbush St #101 Cortland, NY 13045 USA	Cortland County (NY) District Attorney 46 Greenbush St #101 Cortland NY 13045 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Molly Kinsella Phone: 4808055496 Email: mkinsella@axon.com Fax:	Patrick Perfetti Phone: 607-756-3466 Email: pperfetti@cortlandcountyny.gov Fax:

Quote Summary

Program Length	64.5484 Months
TOTAL COST	\$90,561.02
ESTIMATED TOTAL W/ TAX	\$90,561.02

Discount Summary

Average Savings Per Year	\$10,843.13
TOTAL SAVINGS	\$58,325.58

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	\$20,796.88	\$0.00	\$20,796.88
Aug 2026	\$16,428.76	\$0.00	\$16,428.76
Aug 2027	\$17,085.91	\$0.00	\$17,085.91
Aug 2028	\$17,769.35	\$0.00	\$17,769.35
Aug 2029	\$18,480.12	\$0.00	\$18,480.12
Total	\$90,561.02	\$0.00	\$90,561.02

Quote Unbundled Price: \$148,886.60
Quote List Price: \$91,157.50
Quote Subtotal: \$90,561.02

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
S00015	BUNDLE - JUSTICE PREMIER	11	65	\$201.24	\$120.50	\$119.67	\$85,561.02	\$0.00	\$85,561.02
A la Carte Services									
100490	AXON JUSTICE - PSO - FAST PASS	1			\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
Total							\$90,561.02	\$0.00	\$90,561.02

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - JUSTICE PREMIER	100765	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	73618	AXON COMMUNITY REQUEST	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	11	08/15/2025	12/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - JUSTICE PREMIER	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	11
A la Carte	100490	AXON JUSTICE - PSO - FAST PASS	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	46 Greenbush St #101	Cortland	NY	13045	USA

Payment Details

Aug 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 1	S00015	BUNDLE - JUSTICE PREMIER	11	\$15,796.88	\$0.00
Invoice Upon Fulfillment	100490	AXON JUSTICE - PSO - FAST PASS	1	\$5,000.00	\$0.00
Total				\$20,796.88	\$0.00
					\$20,796.88

Aug 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 2	S00015	BUNDLE - JUSTICE PREMIER	11	\$16,428.76	\$0.00
Total				\$16,428.76	\$0.00
					\$16,428.76

Aug 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 3	S00015	BUNDLE - JUSTICE PREMIER	11	\$17,085.91	\$0.00
Total				\$17,085.91	\$0.00
					\$17,085.91

Aug 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 4	S00015	BUNDLE - JUSTICE PREMIER	11	\$17,769.35	\$0.00
Total				\$17,769.35	\$0.00
					\$17,769.35

Aug 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 5	S00015	BUNDLE - JUSTICE PREMIER	11	\$18,480.12	\$0.00
Total				\$18,480.12	\$0.00
					\$18,480.12

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/13/2025



AXON

STATEMENT OF WORK FOR THE
IMPLEMENTATION OF AXON
JUSTICE PSO ("SOW")

Submitted By: Molly Kinsella
Axon Enterprise, Inc. (Axon)
17800 North 85th Street
Scottsdale, AZ 85255



1. PROJECT OVERVIEW	1
1.1 DEFINITIONS.....	1
1.2 OUT OF PROJECT SCOPE.....	1
2. PROFESSIONAL SERVICES	2
2.1 CONFIGURATION	2
2.2 DISCLOSURES.....	2
2.3 TRAINING	2
2.4 GO-LIVE	3
3. INTERFACES	4
3.1 PARTNER AGENCY INGESTIONS.....	4
4. PROJECT MANAGEMENT	5
4.1 MANAGEMENT RESOURCES	5
4.2 REQUIREMENTS PLANNING.....	5
4.3 CHANGE CONTROL	5
4.4 MILESTONE COMPLETION REPORT (MCR)	5
5. CLIENT COMMITMENTS	6
6. SUPPORT	7
7. TERMS AND CONDITIONS.....	8
ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)	9
ATTACHMENT B – PROJECT CHANGE ORDER	10



1. PROJECT OVERVIEW

Axon Justice is a cloud-native software solution provided as a SaaS subscription.

1.1 DEFINITIONS

TERM	DEFINITION
Client	The office, organization, or association who is identified within this SOW
Professional Services	The services that Axon provides within the scope of this SOW
Product	The software solution being implemented as part of this SOW
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the Client if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between Client and Axon to approve completion of project phases

1.2 OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done through a Project Change Order. The following are considered outside the scope of this project:

- ▶ Administration, management, or support of any internal city, county, state, federal, or Client IT network or infrastructure
- ▶ Changes made by the Client or the Client's vendors after go-live.
- ▶ Third-party products and services costs related to the vendors or Client's side of the integration.



2. PROFESSIONAL SERVICES

2.1 CONFIGURATION

- ▶ Axon performs discovery to understand and document the Client's needs.
- ▶ Axon collaborates with the Client to configure workflows, permissions, and privileges within evidence.com based on the Client's needs.
- ▶ Axon will facilitate a workflow discussion with the core admin team.

2.2 DISCLOSURES

- ▶ Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:
 - Public Defender Case Sharing
 - Disclosure Portal
 - Download Links

2.3 TRAINING

Axon works with the Client to identify the Client trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training.

FORMAT

Remote Train the Trainer

For this project, Axon will schedule a cadence of remote training sessions as needed, which are not to exceed two (2) 2-hour training sessions for Client staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, Client is responsible for any future training. Axon provides all training materials for successful training.



PARTNER AGENCIES

Axon will provide Train the Trainer training to Client so that Client is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method as outlined in section 3.1 of this document is the Client's responsibility.

2.4 GO-LIVE

Axon works in partnership with the Client to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.



3. INTERFACES

The Client tasks related to interface setup start immediately after project kick-off. It is critical for the Client interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

- ▶ The Client facilitates any necessary meetings with all third-party system vendors where integration is required.
- ▶ Axon provides any relevant Axon API documentation to the Client.
- ▶ Axon conducts integration acceptance testing demonstrating the functionality of each integration to the Client.
- ▶ The Client is responsible for ensuring the partner agencies follow the necessary steps for ingestion as recommended by Axon.

3.1 PARTNER AGENCY INGESTIONS

- 3.1.1 **Axon Evidence.com to Axon Evidence.com:** Axon Justice allows for other Axon agencies to "Case Share" from their instance of evidence.com into Client's instance.
- 3.1.2 **Non-Axon Agency to Axon Justice:** Axon will create Evidence.com Ingest Portals for non-Axon LEA's. These portals are to be used, for the sole benefit of Client. These ingest portals are to be used for the transmission of digital evidence to the Client and are not to be treated as a storage repository by the non-Axon LEA. The total number of these non-Axon LEA Ingest Portals shall not exceed two (2) instances.



4. PROJECT MANAGEMENT

4.1 MANAGEMENT RESOURCES

Both parties assign a project manager to ensure completion of deliverables.

Axon's project manager ensures all team members from Axon and the Client are continually updated on the status of the project.

4.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the Client and Axon agree on all requirements, Axon's project manager works with the Client's project manager to develop a project plan for Axon's implementation.

4.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the Client and Axon. All PCO forms must be approved and signed by the Client authority ([Attachment B](#)).

The Client acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.

4.4 MILESTONE COMPLETION REPORT (MCR)

Axon submits an MCR to the Client for approval upon completion of a milestone. Milestone Completion Report included ([Attachment A](#)).

Upon receiving an MCR, the Client has 14 calendar days to approve the milestone completion. If the Client has issues related to the milestone completion, the expectation is that the Client responds in writing to Axon with any issues related to the MCR within the 14 calendar-day window.



5. CLIENT COMMITMENTS

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays, or major events that may impact the project.
- ▶ Ensure Client desktop, mobile systems, and devices can access the product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- ▶ Provide Axon with remote access to the Client's Axon Evidence account when required.



6. SUPPORT

- ▶ Axon provides updates and enhancements to the product, which the Client automatically receives.
- ▶ Axon provides the Client's end users with access to the help.axon.com support portal to submit and review service tickets.
- ▶ Following final acceptance, the Client utilizes Axon support via my.axon.com.
- ▶ For technical support assistance, the Client may contact a technical support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of the Client's investment in the Axon ecosystem. Phone support is available 24/7.



ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Client:

- ☐ Project kick-off
- ☐ Integrations completion
- ☐ Data conversions completion
- ☐ Go-Live
- ☐ Final acceptance

Date services were completed on:

_____ day of _____, 20__

Today's date: _____

Client name: _____

Signature: _____

Printed name: _____

Title: _____

Email: _____

SAMPLE

Attachment: contract for resolution approval (168-25 : Authorize Contract with Axon Enterprises - District Attorney)



ATTACHMENT B – PROJECT CHANGE ORDER

Date:
Description of change to Axon product or service:
Justification for change:
Effects on schedule:
Effect on project pricing (attach quote for reduction or increase in costs):

AXON ENTERPRISE, INC.

CLIENT

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

October 2019

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

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, licensor, 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 \$25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified or assisted in any proceeding under the Human Rights Law. 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-

Attachment: contract for resolution approval (168-25 : Authorize Contract with Axon Enterprises - District Attorney)

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 (2 NYCRR § 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 Part 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 clause. The

Page 5

contracting agency shall determine whether the imposition 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 Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and law 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

October 2019

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 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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 responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



Personnel Change Justification Form

Requested Change: ☒ Abolish/Create ☐ Reallocation ☐ Abolish ☐ Create

Position Name (s): Create Assistant Director Child Advocacy Center Abolish Safe Harbour Coordinator

Bargaining Unit: CSEA / Management

Purpose and Background:

An Assistant Director position is requested to enhance the Multidisciplinary Team Model by increasing team supports, scheduling specialized training topics, providing trafficking presentations and trainings to public schools and the community, and conducting forensic interviews to approximately 200 child abuse victims per year. The part-time Family Advocate position was abolished in December, 2024. The part-time Safe Harbour Coordinator position is being abolished, since these services will be provided by the Assistant Director.

Fiscal Impact: ☐ County Funded _____ % ☒ Grant Funded 100 % Grant Exp. Date 2030

Current Grade/Salary of Position: Grade _____ Salary Range \$ _____

Requested Grade/Salary of Position: Grade 12 Salary Range \$ \$51,274-\$68,246/year

Annual Increase: \$ 3% County Share: \$ 0 # of Positions Affected: 1

Goals:

To provide oversight and support to the MDT, revise the MOU and Protocols in accordance with the National Children's Alliance and NYS OCFS Program Standards, bring in specialized trainings to increase MDT knowledge, increase trafficking awareness by offering trainings and presentations in public schools and community agencies, and conduct forensic interviews to child victims of abuse.

Operational Impact:

This position will bring more focus and insight to the Multidisciplinary Team Model in order to increase the level of team knowledge and support services provided to approximately 200 child victims of abuse and their non-offending family members per year.

Requested By:

Kris Beard

Signature of Requesting Department Head

07/22/2025

Date

Personnel Officer Approval

Travis Zeman

Signature of Personnel Officer

7/22/25

Date

County Administrator Budget Impact Statement:

County Administrator Approval

Kris Beard

Signature of County Administrator

7/23/25

Date

Statutory Committee Approval

Signature of Committee Chair after Committee Vote

Date



Personnel Change Justification Form

Requested Change: ☒ Abolish/Create ☐ Reallocation ☐ Abolish ☐ Create

Position Name (s): Create Child Advocacy Center Assistant Director Abolish Safe Harbour Coordinator

Bargaining Unit: CSEA / Management

Purpose and Background:

An Assistant Director position is requested to enhance the Multidisciplinary Team Model by increasing team supports, scheduling specialized training topics, providing trafficking presentations and trainings to public schools and the community, and conducting forensic interviews to approximately 200 child abuse victims per year. The part-time Family Advocate position was abolished in December, 2024. The part-time Safe Harbour Coordinator position is being abolished, since these services will be provided by the Assistant Director.

Fiscal Impact: ☐ County Funded _____ % ☒ Grant Funded 100 % Grant Exp. Date 2030

Current Grade/Salary of Position: Grade _____ Salary Range \$ _____

Requested Grade/Salary of Position: Grade 12 Salary Range \$ \$51,274-\$68,246/year

Annual Increase: \$ 3% County Share: \$ 0 # of Positions Affected: 1

Goals:

To provide oversight and support to the MDT, revise the MOU and Protocols in accordance with the National Children's Alliance and NYS OCFS Program Standards, bring in specialized trainings to increase MDT knowledge, increase trafficking awareness by offering trainings and presentations in public schools and community agencies, and conduct forensic interviews to child victims of abuse.

Operational Impact:

This position will bring more focus and insight to the Multidisciplinary Team Model in order to increase the level of team knowledge and support services provided to approximately 200 child victims of abuse and their non-offending family members per year.

Requested By:

Kris Beard

Signature of Requesting Department Head

07/22/2025

Date

Personnel Officer Approval

Terri Zeman

Signature of Personnel Officer

7/22/25

Date

County Administrator Budget Impact Statement:

County Administrator Approval

Kelli Jeter

Signature of County Administrator

7/23/25

Date

Statutory Committee Approval

Ron Tano

Signature of Committee Chair after Committee Vote

8/19/25

Date

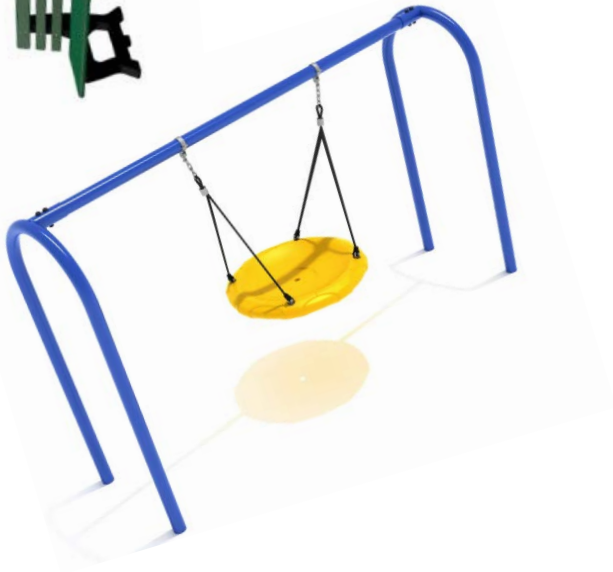
The Kiwanis Children's Fund would like the top 3 lines below. If possible I would like to recognize the other organizations that contributed to making this happen.

Kiwanis Community Playground
A grant from the Kiwanis Children's Fund
Kiwanis of Cortland

Cortland County Parks & Recreation	Cortland Community Foundation
Cortland Community Service Club	The Yaman Foundation
Cortland Breakfast Rotary Club	The Tennant Family



13.27.b



Attachment: Playground Layout 8.8.25 - Kiwanis (183-25 : Resolution Accepting Donation

Proposed on: 2025-05-14

Pricing Proposal for Cortland County, NY

Prepared for:

Andrea Herzog

Cortland County, NY
60 Central Ave.,
Cortland, New York, 13045

Submitted by:

Brian Tahmosh
Enterprise 2

617-797-4735

brian.tahmosh@govos.com



8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

www.GovOS.com

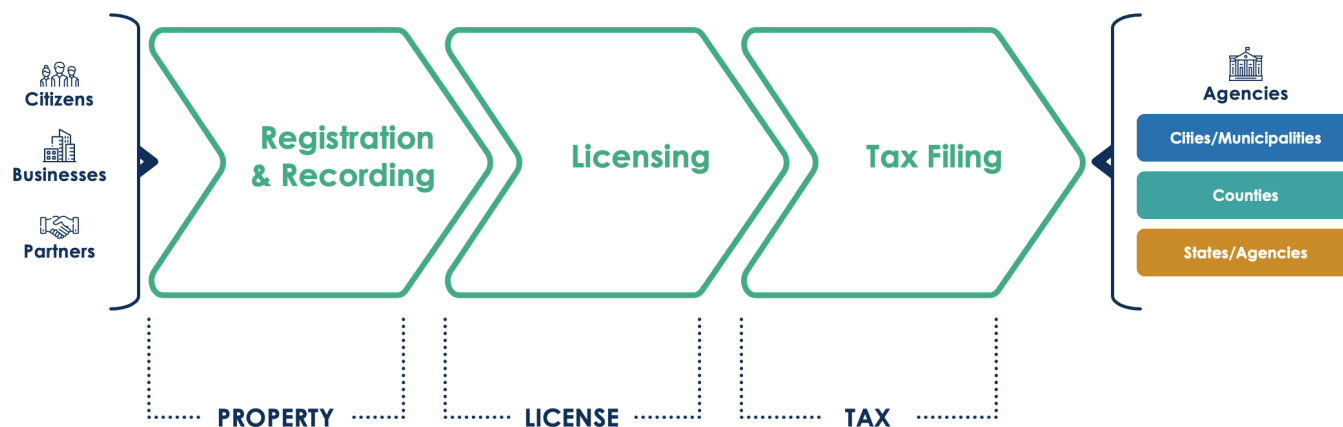


Company Overview

GovOS is a leading provider of transaction and compliance software for state and local governments to streamline property, licensing, and tax interactions with businesses and citizens.

GovOS is a Delaware incorporated organization, headquartered in Austin, Texas, and serves more than 700 government agencies across the United States. With the company's secure suite of cloud-based solutions, governments can maximize revenue, increase compliance, reduce costs, and meet constituent demand for modern, self-service transaction and payment services.

GovOS has been providing information technology products and services to local governments since 2005. Our workforce (over 200 and growing) is located in Austin and throughout the U.S., allowing us to provide our industry-leading service and support to our customers when it is convenient for them. GovOS products have been purposefully designed and built to meet the needs of our public sector customers.



GovOS is backed by experienced professionals who have been serving local government and their unique needs for over 20 years. We know data is important to every one of our customers in the public sector. However, we also understand there is more than just numbers needed to effectively serve your community. Given the depth of our experience in government service and the breadth of the products we offer, GovOS has a holistic view of how local government works best and how one software solution can affect multiple departments and processes. In addition to our best-in-class technology, GovOS also provides workable best practices, exemplary support, and innovative technology so our customers can achieve their goals today and well into the future.

Since our founding, GovOS has continued to grow and expand our suite of products and has already become an industry leader in the government technology space. GovOS is well-positioned to serve and support our customers for years to come as software and needs evolve.

We look forward to working with you, Andrea Herzog and Cortland County, NY, and discovering how GovOS can help you better serve your constituents.

GovOS provides an easy-to-use, cloud-native platform that connects your staff to your community

— increasing process efficiencies, improving compliance rates, and helping you deliver the best possible experience.

Short-Term Rental

Enhance Compliance, Simplify Registration & Increase Revenue

The GovOS Short-Term Rental (STR) solution has risen above industry standards in the government technology space for identification, compliance, and code enforcement. Our solution helps jurisdictions streamline their processes, manage their STR market with relevant results, and reduce the burden on staff. It was created in the halls of government (by GovOS' own Chief Strategy Officer) and designed specifically for local government.

What truly sets GovOS apart from our competitors is not just our results—it's our adaptability. GovOS will configure your system to match local regulations, providing accurate and timely compliance for properties and operators. GovOS empowers jurisdictions by providing visibility into:

- Tax Revenue Loss
- Ordinance Non-Compliance
- STR Inspections & Licenses
- Health & Safety Concerns

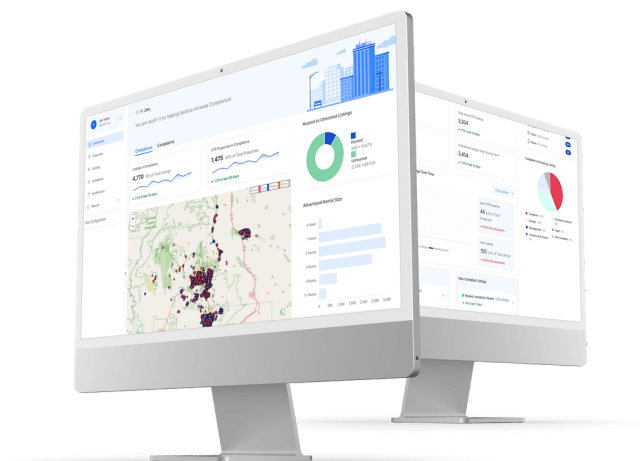
Our innovative identification and registration processes provide accurate and actionable results.

Through AI-powered property identification technology, our expert data scientists and property review analysts produce the highest property identification rates in the industry. Our solution and team accurately match (nearly 100%) your STR ads to properties after an initial 8-week census. Our registration system easily and efficiently captures all necessary information from STR owners and creates a strong data foundation for future compliance, delinquency, tax, and auditing needs. Key examples of our proprietary property identification technology and processes include:

- Reverse Geocoding
- Photo Recognition
- Human Verification

Key GovOS Short-Term Rental Benefits

- **Unmatched Property Identification:** Not only do we identify STR properties in your community, but we also vet each listing using AI and human-eye verification to ensure accuracy and reliability.
- **Higher Compliance Rates:** Achieve higher and more reliable compliance rates in your community.
- **Revenue Boost:** Collect previously missed revenue through our paperless, automated system.
- **Streamlined Registration, Licensing, and Renewals:** Centralize and simplify the property registration, licensing, and renewal processes.
- **Seamless Owner Communication:** Easily connect with property owners and manage community impact via an integrated notifications system.
- **24/7 Bilingual Hotline:** Take charge with our 24/7 hotline for proficient complaint management.
Note: This is an optional service - contact your Account Executive for more information.



All Available Modules



Short-Term Rental Discovery

- The GovOS STR system will discover all available Cortland County, NY short-term rental ad listings posted on nationwide websites. We will also monitor customer-selected sites if purchased/provided.



Short-Term Rental Identification

- GovOS STR will maintain a Cortland County, NY ad listing and property database in our system of all relevant ad and property data discovered.
- All aspects of the system and the database are accessible online by Cortland County, NY staff with unlimited licenses.



Ad Listing & Property Reconciliation

- The system and our expert review team will analyze all Cortland County, NY ad listings, which are not in the Cortland County, NY existing database, connect the ad listings to property record data, and determine compliance and registration status.
- Weekly PDF evidence capture is conducted on non-compliant listings.



Data Reporting

- The GovOS STR system has extensive reporting and filtering functionality to provide Cortland County, NY users with readily available STR owner/manager contact data and compliance status.
- Cortland County, NY staff can access the compliance data via our online system to generate weekly reports for the code compliance staff.



Notifications

- A simple integrated notification system with complete data integration via "smart fields"
- The notification module enables Cortland County, NY to easily create batch notifications



Online Registration Systems

- Online property owner/manager task portal for new and renewal licensing
- Licensing process: online forms and uploads with user prompts
- Automated reminder notifications and easily customizable notification templates
- Custom application approval and interdepartmental collaboration
- Custom tax forms with auto-calculation fields with penalties and interest
- All reporting and registration data can be exported anytime in CSV format



U.S.-Based Complaint Hotline

- 24/7 bilingual complaint hotline and online complaint reporting form
- Centralized online complaint database with a dashboard for code enforcement and compliance



GovOS Pay

- A unified solution to accept all traditional and modern payment methods



Payment Integration

- Integration with a GovOS partnered payment gateway

System Support & Maintenance

Technical Support

Everyone who interacts with the GovOS solution has access to our best-in-class support services should they encounter an issue or need assistance with the system. We seek to consistently deliver exceptional support experiences, while removing barriers to our customer's success.

Continuous Support

As part of your subscription, you gain access to our application support resources. Below is a description of three separate support resources available to you.

- **Customer Success Manager (CSM):** Your Customer Success Manager is assigned to help ensure you are achieving software optimization, are connected to product enhancements, and are aware of our newest offerings. Their goal is to help you meet your objectives utilizing our software.
- **Account Manager (AM):** Your Account Manager helps support customers' overall goals and ongoing investment in GovOS. They work closely with the CSM team and provide customers periodic high-level reviews to evaluate ongoing ROI, utilization, and future needs. The AM's key focus is to educate, listen, provide guidance, and address challenges.
- **Client Technical Support (CTS) Team:** Unlike other organizations, GovOS does not put your users through a round-robin call center. Your Client Technical Support team is your primary support to assist you with system and technical concerns. You will always have direct access to call or email the CTS team for the life of your subscription.
- **Support Team:** Our Support Team provides system and website support to users within your jurisdiction. Our Support Team is a separate team within our support division that specializes in understanding system functionality and can be a resource for users as needed regarding website or system functionality. Users can call/email this team during business hours for the life of your subscription.

GovOS' multi-prong support approach is unique to the industry and a key reason customers stay with GovOS. Our proven support practices have allowed us to maintain our high customer satisfaction and retention levels across all GovOS product lines.

What's Included:

Support is defined as any questions surrounding how to use a feature within the platform, as well as troubleshooting.



GovOS Provided Maintenance Services

Industry Leader in Security Standards

Our engineering team maintains our servers 24/7/365 so there is no impact on your IT team. Your staff and property users can trust our 99.99% level of up-time and industry standard for system security.

Our security and compliance features include:

- SOC 2 level security compliance
- Full-time availability of production site, 365 days a year
- Active Firewall, SSL Encryption, and GeoTrust SSL
- Provide and manage testing and development sites
- Unlimited number of users, including both property and jurisdiction users
- Unexpected outage recovery and emergency response

GovOS leverages Amazon Web Services' (AWS) multi-million-dollar investment in security and infrastructure. This ensures a highly secure, reliable, scalable, and low-cost infrastructure platform in the cloud. AWS hosts our applications AND our client data.

Commitment to Innovation – Feature Releases

We are passionate about remaining innovative for our clients to improve efficiency, compliance, and revenue. New features built based on feedback from our clients, and their property owners/managers are released several times throughout the year. We help ensure our client communities are at the forefront of emerging technologies and are well-positioned to anticipate and address the current and future needs of your ecosystem.

Your Software-as-a-Service subscription includes:

- Product releases and engineering support
- New product features releases (users are made aware of new features prior to their release)
- Software engineers who resolve functional issues with existing features

Deployment Methodology and Approach

GovOS has built a customer-centric deployment methodology that revolves around creating a successful customer experience and help you achieve your business goal and time to value. We have established the GovOS Deployment Strategy (DS), a proven innovative and collaborative framework which allows us to partner with our customers. This methodology allows our customers to quickly make decisions based on our out-of-the-box configurations, learn how our best practices will change and improve workflows, and identify any additional features or functionality required to make you successful. GovOS DS also focuses on making sure all stakeholders are involved in identifying requirements and risks to accelerate the decision-making process. A proven innovative and collaborative framework which allows us to partner with our customers to help ensure on-time delivery of your project.

The four key pillars to our methodology are:



Partnership

Partnering with you to understand and document your current processes and desired business outcomes.



Industry Experience

Our Implementation team has worked with municipalities across the country and understands best practices to guide you through Implementation journey.



Interactive System Validation

A process by which your team works side-by-side with our Implementation team, wherein you can see, use, and approve work as it is being completed. Helping to eliminate last-minute changes that can delay an on-time Go-Live in your new system.



Success Driven Rollout

Extensive persona-based User Acceptance Testing and Multi-Phased System training, helping ensure you and your team will become successful users of GovOS and help drive value and adoption.

The Project Team will develop a plan to align with Cortland County, NY by gaining knowledge of your goals, objectives, community and organizational culture, and needs through the implementation Discovery Phase and configure your system so it is functional on Day 1. Our team of professionals will provide the service, training, and support your staff requires to be successful.

We pride ourselves in providing our customers a service and support model that is unique to the marketplace. Our model empowers our associates to make decisions and advocate for your goals, making it quicker and easier for you to get the answers you need, when you need them.

In addition to the project staff, an executive from GovOS will oversee the project and to ensure the overall success of the project. The executive will also serve as Cortland County, NY's point of escalation. The executive may attend meetings to make sure the project is progressing in line with your expectations.

Our Proven and Successful Implementation is Divided into Six Main Phases

Upon receipt of the initial requirements, GovOS will assign a project team (including a Project Manager, Configuration Specialist, Trainer, and Data Conversion Specialist) then implementation will officially begin.



Training Methodology

GovOS believes that a customer-centered and success-driven approach to training is vital to a successful implementation. We have developed a Multi-Step and Multi-Phased approach based on two main needs for training.

- **System Oriented Training:** Used during Discovery and Configuration Phases to give you and your Subject Matter Experts the information needed to help you understand the system and validate the work being completed.
- **Persona Based Training:** Training based around the needs of the users where a user can learn and understand the system based on their day-to-day responsibilities.

Training Steps and Phases

- **Initial Training:** System Orientation training is completed at the beginning of the project to orient your team to the system.
- **Working Sessions:** As part of the Configuration/Validation phase working sessions are used to allow you and the team to use the system and validate the configurations being built.
- **Use Case Focused Training:** Persona-based training designed to train your staff on how to perform their functions in the system. *(These will be recorded and provided back to you.)*
- **Post Go-Live Training Office Hours:** Training delivered after system Go-Live designed to give your team the ability to ask relevant questions once they have been in the live system performing their day-to-day functions.

Training Guides and Materials

GovOS will provide:

- Use Case Specific Exercise Guides for your staff to practice with between training and Go-Live.
- Customer-Specific Training Material based on the system as it is configured for you.

Estimated Timeline

We understand that each project schedule and customer is unique with specific needs when implementing a new program. We will work with you and your team to develop a timeline and process that works for all parties involved in the project. As such your timeline may vary based on the final scope determination, your project team availability, contract signing, or other unexpected delays.



Pricing Summary

The solution is a package of the below service applications.

Pricing for Cortland County, NY

Products	QTY
STR Compliance Ongoing compliance identification and monitoring for short term rental properties.	1
STR Identification Ongoing monitoring of new short term rental listings and properties, and an unlimited number of notification templates for compliance outreach.	1
STR Max Web based training for jurisdiction staff (up to 6 hours). Unlimited, ongoing web and phone support are provided to all administrative staff and short term rental operators as part of monthly hosting and support. Unlimited user logins for admins and operators. Software hosting and license fees. Service and IT infrastructure, including 24/7/365 maintenance and support. Daily backups managed by our expert IT team. Enhancements released to all equivalent GovOS versions.	1
STR Registration Automated renewals. Automated registration task reminders to business owners and/or operators. Access to the admin functionality in the system, including but not limited to reports, reconciliation, notifications, approvals, cashiering, etc.	1

STR Tax

Automated tax form reminders to business owners and/or operators. Automated assigned tax forms.

Online tax form with automatic tax and late fee calculations.

1

Discount: Annual Fee reduced from \$28,056 to \$19,995 with signed agreement by June 30, 2025

First Year Annual Contract Value \$19,995.00

One time Fees: \$0.00

Total Contract Value: 19,995.00

Anticipated Number of Short-Term Rentals: 130



GovOS Pay Pricing

- **3%** per Credit Card transaction with min of \$0.50 (50 cents)
- eCheck **\$1** per transaction

eCheck/ACH (per transaction)

Check Processing Fee	
Per eCheck Sale Transaction	\$1
Per eCheck Refund Transaction	\$1
Per eCheck Return	\$25

Fee for Credit to the City/County Bank Account

Dynamic Payout Fees	
Per Instruction Funding Fee (Standard Funding)	\$0.50
Per Instruction Funding Fee (Next Day Funding) – Subject to Risk Approval by Payrix	\$2
Per Failure & NOC Funding Fee	\$8

Chargebacks and Related Fees	
Per Chargeback Request or Return Processed	\$30
Per Retrieval Request Processed	\$50
Per ACH Representment Processed	\$25
Per Arbitration Case (possible additional fees from Payment Networks)	\$50

*Without acceptance of this proposal (this “**Proposal**”), pricing provided herein is good until 2025-07-21. After said date, if not accepted, this Proposal shall be void.

Customer Information

Organization Name:	Cortland County, NY
Primary Address:	60 Central Ave., Cortland, NY, New York, 13045
Primary Contact Name:	Andrea Herzog
Primary Contact Email:	aherzog@cortlandcountyny.gov

Proposal Commercial Terms

Solution

Services:	Services to be provided pursuant to this Proposal are described on the Pricing Summary page(s). Payment terms associated with fees for Services described on the Pricing Summary page(s) (the “ Fees ”) are payable as indicated in the “ <i>Payment Terms</i> ” section below.
Implementation:	GovOS and Customer will cooperate to ensure timely and accurate implementation and delivery of the Services. Customer will be required to provide certain information to allow GovOS to set-up and implement the Services. This may include Customer’s local legal requirements, tax and fee requirements, compliance standards, merchant processing credentials and business notification preferences. Customer acknowledges GovOS’s ability to correctly and timely implement forms, templates, workflows and other elements necessary to provide the Services is dependent upon cooperation from Customer. Customer will participate in user acceptance testing as reasonably requested by GovOS. GovOS is not responsible for delays or other consequences resulting from Customer’s failure to timely provide accurate information or participate in user acceptance testing. Payment of fees for the Services (the “ Fees ”) will not be reduced, delayed or modified as a result of Customer’s failure to meet this obligation.
Terms of Use:	Use of the Services is subject to GovOS’s standard terms of use which can be found at https://govos.com/terms-of-use (the “ TOU ”), which terms of use are hereby incorporated into this Proposal. Capitalized terms utilized but not defined in this Proposal shall have the meaning set forth in the TOU.
Modification of Incorporated Documents:	GovOS reserves the right from time to time to modify the TOU and SLA; however, this Proposal will remain governed by the TOU and SLA in effect as of the Effective Date.

Piggyback:

During the term of this Proposal, including any renewal terms: (1) other public corporations, entities, or agencies directly affiliated with Customer (each, a "Piggyback Entity") may request to piggyback on this Proposal to acquire solutions or services offered hereunder on the same terms and conditions set forth in this Proposal; and/or (2) Customer may acquire additional solutions or services offered by GovOS on the same terms and conditions set forth in this Proposal, other than pricing terms, which shall be negotiated in good faith by the parties hereto. If GovOS receives a request to piggyback on this Proposal, GovOS must provide written notice of the request to Customer within five (5) business days of receipt. If GovOS accepts, and Customer approves the request to piggyback, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between GovOS and such Piggyback Entity. Customer shall have no obligation or liability to GovOS, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.

Term of Contract

Term:

Number of Month(s): 12

Effective and Subscription Start Date:

For purposes of this Proposal, the subscription start date and the "**Effective Date**" shall be the date this Proposal is signed by Customer.

Automatic Renewal:

The Agreement will automatically renew for up to four (4) additional successive one-year terms unless earlier terminated pursuant to the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). GovOS shall send a renewal notice to Customer between twenty-five (25) and forty (40) days prior to the expiration of the Term.

Financial Terms

Payment Terms:	The Fees for the initial Term are due upon acceptance of this Proposal and paid as follows: • Subscription Fees: Fees for subscription Services are invoiced and pre-paid annually. • Implementation Fees: Fees for implementation Services shall be invoiced as follows: (i) 50% on the Effective Date; and (ii) 50% upon "go live." • Per Transaction/Document Fees: All Fees related to transactions and documents shall be invoiced on a monthly basis during the Term. All invoices are due net thirty (30) days of the invoice date, subject to prompt payment laws applicable to transactions with Customer. If there is a conflict between these payment terms and applicable law, then these payment terms will conform with such laws.
Annual Fee Increase:	Unless otherwise indicated in on the Pricing Summary page, on each anniversary date of the Agreement, the Fees will be increased by up to 10% based on the prior year's Fees.
Late Payments:	Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.
Collection Costs; Suspension of Services:	Customer shall reimburse GovOS for all reasonable costs incurred by GovOS in collecting any late payments or interest, including attorney fees, court costs, and collection agency fees; and if such failure continues for thirty (30) days or more, GovOS may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.
Reinstatement Fee:	If the Agreement lapses and Customer and GovOS agree to reinstate the Agreement, such reinstatement will be subject to a "Reinstatement Fee." The Reinstatement Fee shall be calculated as follows: (1) on the day after the Term ends, a Reinstatement Fee of 5% of the annualized value of the Fees will be applied. An additional 5% of the annual value of the Fees will be applied every month thereafter until the Term is extended and/or the Agreement is formally renewed, until the cumulative Reinstatement Fee reaches 50% of annualized Fees, at which point it will be capped.
GovOS Insurance Coverage	
Workers' Compensation & Employers' Liability Insurance:	Coverage shall be consistent with statutory benefits required pursuant to applicable law.

Commercial General Liability Insurance:	Minimum limit: \$1,000,000 per occurrence for coverage A and B with a \$2,000,000 policy aggregate
Business Automobile Liability Insurance:	Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000 per occurrence.
Professional Liability and/or E&O Insurance:	Minimum Limit: \$1,000,000 per occurrence.
Umbrella Coverage:	Minimum Limit: \$5,000,000
Cyber Security:	Minimum Limit: \$1,000,000 per occurrence with a \$3,000,000 policy aggregate.

Miscellaneous Terms

Limitation of Liability:	IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL GOVOS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNT PAID TO GOVOS UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
Customer Indemnification:	Customer shall indemnify, hold harmless, and, at GovOS's option, defend GovOS from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third-party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by the Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by GovOS or authorized by GovOS in writing; or (iv) modifications to the Services not made by GovOS, provided that Customer may not settle any Third-Party Claim against GovOS unless GovOS consents to such settlement, and further provided that GovOS will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

Purchasing Agent Information:

By signing below, Customer (or Purchasing Agent as Customer's agent, if applicable) and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA. Additionally, if Customer is utilizing a Purchasing Agent, then Purchasing Agent agrees to the following:

- Purchasing Agent shall include "Coverage Terms" or "Subscription Dates" in each line item's material description in its purchase orders; and
- Purchasing Agent agrees to timely pay all fees specified herein on behalf of Customer.

Billing Details

Billing Contact Name:

Billing Contact Email:

Billing Contact Phone:

Invoice Delivery Method:

Email/Electronic

Preferred Payment Method:

Check

Statement of Work

1. Definitions.

Capitalized terms utilized but not defined in this SOW (defined below) shall have the meaning set forth in the TOU (defined below).

- **"BLT"** means GovOS's Business License and Tax Compliance Services,
- **"Customer"** means the customer identified on the first page of this SOW.
- **"Deliverables"** means the deliverables described in Sections 12 and 13.
- **"Hotline"** means GovOS's Hotline Services.
- **"Project"** means the Services described in this SOW.
- **"SaaS Solutions"** means the Services described in Section 3 below.
- **"Services"** shall be as defined in the TOU.
- **"SME"** means a subject matter expert.
- **"SOW"** means this Statement of Work.
- **"STR"** means GovOS's Short Term Rental (Identification and Compliance) Services.
- **"TOU"** means GovOS's standard terms of use, which are found at <https://govos.com/terms-of-use/>

2. Purpose and Overview of Engagement

This SOW outlines the scope of services that GovOS, Inc., a Delaware corporation ("**GovOS**") will perform for Customer in exchange for payment of the fees indicated in the applicable Proposal. This SOW is designed to help GovOS' customers successfully implement core software modules, as well as enable Customer to layer value-add software modules and functionality over time. This may be determined by the Customer's priorities, schedule, and resources available.

The Services described herein are provided on a fixed-price basis and subject to the TOU and Proposal associated herewith.

3. Your GovOS SaaS Solution(s)

Customer and GovOS are deploying the SaaS Solutions listed on the "**Pricing Summary**" page at Cortland County, NY. The Project will follow recommended timelines indicated in the Section titled "**Project Schedule**" located in this SOW.

4. Engagement and Project Assumptions

A successful implementation will require close collaboration between the Customer and GovOS. The GovOS Professional Services Team is equipped to help Customer achieve Project milestones and requirements, as well as assist in configuring each of the SaaS Solutions. The GovOS Professional Services team is also equipped to consult on best practices for successful deployment and user adoption of SaaS Solutions.

Customer's participation and commitment to the Project's goals and timeline are critical to ensure success. To meet the Project's timeline and achieve a successful engagement, GovOS expects the Customer to abide by the following

Project assumptions:

- This SOW is limited to the implementation of the SaaS Solutions. Any additional solutions, services, or support requested during the Project will be considered out of scope.
- The Project may start up to 30 days after the Proposal is executed by the Customer and GovOS. All Services will be delivered remotely, unless otherwise stated.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts necessary to implement the SaaS Solutions.
- GovOS will communicate with the Customer Project Manager, who will be the appointed point of contact for Customer related to this Project. He/she will be responsible for all communications and Project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
- Prior to the start of the configuration build, Customer will confirm in writing the business and technical requirements of the Project.
- Communication with the Customer Project Manager will occur at pace with the urgency reasonably necessary for this Project. If Customer is delayed in its response, Customer acknowledges that:
 - the delay may impact the Project's schedule;
 - such delay shall not act to modify the payment schedule for the Project; and
 - if GovOS believes that it is reasonably necessary to obtain prepayment for Services following the delay then it may invoice Customer for the same.
- Customer is responsible for internal change management associated with the purchase of GovOS software and hardware.
- Customer is responsible for all hardware, software, and services provided by other consultants or third-party vendors that may also be involved with the Project.
- GovOS will not be responsible for troubleshooting Customer's environment such as operating systems, hardware resources, or database schema.
- GovOS will not be responsible for troubleshooting applications, third-party integrations, or hardware not provided by GovOS.
- Material changes to this SOW may result in a Change Order. The term "Material changes" includes, but is not limited to new requirements, additional requested work, and Customer-driven timeline adjustments. Change Orders are subject to scope review and may impact the resourcing, Project timeline, and costs.

5. Project Schedule

GovOS will schedule resources for the Project upon execution of the Proposal. Unless specifically noted, the GovOS Project Manager will work with the Customer Project Manager to develop the Project schedule for all requested deliverables under this SOW. GovOS reserves the right to adjust the schedule based on availability of GovOS resources and/or Customer resources, and the timeliness of deliverables provided by Customer.

Projects typically follow an estimated timeline to allow for complete and proper execution through each stage. Your Project may differ, but typical standard deployments follow the below estimate:

Week 1	Week 2-3	Week 4-12	Week 13-15	Week 16	Week 17-20
Kickoff	Discovery	Configure/Validation/Data Migration	UAT/Training	Go Live	Transition to Support

6. Implementation Methodology:

GovOS implementation methodology is based on six (6) phases:

Project Kickoff

- Introduce Customer and GovOS teams.
- Review this SOW and the preliminary Project timeline.
- Introduce Customer to the SaaS Solutions through baseline training.
- Identify Project success criteria.

Discovery

- Understand Customer's processes, pains, and desired future state.
- Review and document functional requirements for configuration.
- **Finalize and agree upon a Project timeline.**

Configuration/Validation/Baseline Training

- Configure baseline form(s), workflow(s), other process(s) in the software that achieves the desired business outcomes.
- Conduct working sessions with superusers to drive Project progress, user capability, and user adoption of GovOS solutions.
- Inventory, validate, and configure necessary changes to solution(s) based on Customer use cases/feedback.
- Migrate and validate data (where applicable) from legacy systems to the SaaS Solutions.

User Acceptance Testing/Final SaaS Solutions Training

- Train Customer on the SaaS Solutions.
- Perform user acceptance testing.
- Final verification ensuring all necessary data has been uploaded and is appearing properly in the SaaS Solutions.

Go Live/Launch

- Activation of production URLs and end user access to the production SaaS Solutions.
- Requirements sign-off for the SaaS Solutions.
- Project sign-off (acceptance).

Transition to Support

- Introduction and hand off to GovOS Customer Support.
- Introduction to the GovOS Customer Success Manager.

7. Project Governance

Project governance provides the foundation and framework to manage progress by assessing and addressing questions and challenges during deployment.

GovOS follows two guiding principles for governance to maximize the deployment value with its customers:

- Regular communication and timing will be aligned to the Project plan. Weekly cadence for the duration of the Project is most typical.
- GovOS expects its customers to communicate requests, questions, or issues as soon as they arise. GovOS will do the same, as its team can only address items when known. These will be documented in a formal Project artifact and reviewed during set Project update engagements.

8. Roles and Responsibilities

Engagements require aligned, capable resources to work collaboratively during the Project. The following outlines typical Project team expectations for GovOS and Customer:

GovOS Project Team

- **Executive Sponsor** – responsible for ensuring alignment on the Project's value proposition and vision. Will serve as the primary escalation point for Customer's Executive Sponsor to make decisions, mitigate risks, and facilitate engagement of resources within GovOS when necessary if the Project's team cannot move forward.
- **Project Manager** – responsible for driving engagement agreed upon within the SOW for both deliverables and timeframe. Ensures task/resource assignments and tracks toward Project completion. Holds status meetings and other business reviews as appropriate to ensure Project success is achieved. Facilitates the transition to support.
- **Configuration Specialist** – responsible for the configuration of GovOS solutions, facilitating discovery workshops, "train the trainer" working sessions, and best practice knowledge transfer throughout the implementation process.
- **Data Specialist** – responsible for working with Customer to gather, map, and migrate necessary data into the SaaS Solutions.

Customer Project Team

- **Executive Sponsor** – responsible for ensuring Customer alignment on the Project's value proposition and vision. Sponsor will engage internal Customer resources as needed to aid in progress. Will serve as primary escalation point for Customer team to make decisions, mitigate risks, and provide sign-off for GovOS solutions.
- **Project Manager** – serves as the primary contact for Project initiation, use-case review, best practice adoption, configuration, validation, deployment, and Project completion. Coordinates meetings and schedules and controls communication between the Customer and GovOS's Project team.

- **Subject Matter Expert(s)** – internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Responsible for UAT/validation testing throughout the Project.
- **IT/Data** – internal SME in the functional area of Customer's supported environments. This may include legacy systems, third-party software, hardware, network infrastructure. Responsible for ensuring customer-owned software and equipment are addressed throughout the course of the Project.

9. Customer Supplied Artifacts

Customer agrees to supply GovOS with the following artifacts within five business days of the Kickoff call for the Project:

- Digital Customer Logo (logo should be current and updated for use). Logo requirements are as follows:
 - Jpeg file format is preferred
 - Minimum size expectation of 400x100 pixels
- Compliance notification letter samples
- Data:
 - **For STR Customers (Property Information)**
 - Provide ALL parcels within Customer's jurisdiction regardless of development or known active rental status (open/active, closed/inactive, done, in progress). This allows GovOS to capture new and future rental listings more efficiently.
 - If there are properties that fall within multiple jurisdictions which will be required to register with and/or remit tax to Customer, be sure to include those incorporated areas along with all unincorporated parcels
 - Example 1: A property must register as STR and/or pay tax in the incorporated city and Customer. Provide all parcels, tagged with respective statuses
 - Example 2: The property resides in an incorporated city, but only Customer requires registration and/or tax, and this property is within their jurisdiction to do so. For both examples, GovOS needs these parcels included, and tagged with their respective statuses
 - If Customer's parcel numbers are not unique, GovOS will need a different unique identifier or a combination of fields that can be used to determine a unique property. This information must stay the same (for future client-provided data updates) on Customer's side for each unique parcel.
 - Required parcel data fields include Parcel ID, Parcel Physical Address, Owner Name, and Owner Mailing Address.
 - **For BLT Customers (Business Information)**
 - Customer will provide information for all businesses that reside within Customer's jurisdiction.
 - Business information will include at a minimum business name, business address, owner name and owner mailing address.

- Businesses must have a unique identifier or be able to be uniquely identified by a combination of data fields that must not change.
- Documents:
 - Provide all license and/or registration forms, including renewal forms if applicable.
 - All tax forms
 - Copy of ordinance(s) applicable to the Project.
 - Visualization of workflows (if available)
 - All applicable fees

NOTE: GovOS will use system generated account numbers for all properties or businesses when initiating new customers. The GovOS system will generate a six-digit numerical value starting at 000000 and increases by 2. The GovOS team will import existing account numbers on each account for jurisdictions reporting/reference if desired.

10. Change Orders

Customer acknowledges that changes introduced after the “Discovery” phase of the Project may require additional effort or time, resulting in additional cost. Requests for changes to this SOW or the Project (a “**Change Order**”) must be submitted to the GovOS Project Manager and Configuration Specialist in writing.

Any of the following items will be considered “Out of Scope” and require a Change Order:

- Items listed in Section 11;
- Material changes in the scope or effort;
- Material changes in the number or type of deliverables to meet the SOW objectives;
- Changes to the Project resource requirements; and
- Changes to key dates (i.e., go-live) after acceptance of the Project plan

GovOS will estimate the time and fixed cost needed to implement the Change Order and the impact it may have on the delivery of the Project. GovOS will perform the requested Services once the Change Order has been signed by Customer.

11. Out Of Scope Items

This SOW outlines the areas, tasks, and responsibilities explicitly excluded from the scope of the Project. Any activities falling within the following excluded areas shall not be considered part of the Project and are the sole responsibility of Customer.

Items not in Scope:

- Hardware procurement, installation, or configuration of any hardware components unless explicitly specified in the agreed-upon scope of work.
- Software licensing or procurement of third-party software solutions required for the Project's implementation.

- Network design, setup, or configuration of network infrastructure such as routers, switches, and firewalls unless specified otherwise.
- Change Management, facilitation of organizational change or processes related to the implementation.
- Custom development of any custom features, functionalities, or integrations not explicitly outlined in the scope of work.
- Compliance notification letter distribution. GovOS is not responsible for sending Compliance Notification Letters, that will be done by Customer.

12. Core Functionality Deliverables

Working in close collaboration, Customer and GovOS will deploy the following core modules and functionality within the estimated timeline provided:

Product Name	Applicable	GovOS Delivered Value
Business License (BL)	Yes	This is enabled by the following core functionality and deliverables: • 1 New License form, fees, and associated workflow • 1 Renewal form, fees, and associated Workflow • 1 Account Information update form • 1 Closure form • Printable PDF license • License Data Import from legacy system • Web view configuration for internal and external users ◦ (Business record mapping) • Standard SaaS Solution Reports
Tax (T)	Yes	This is enabled by the following core functionality and deliverables: • 1 Tax form • Tax filing automation ◦ Quarterly • Tax registration workflow (if no Business Licensing purchased) • Standard SaaS Solution Reports • Data Migration (migrating relevant data from current system)
Payment Gateway	Yes	Setup included for approved payment vendors only* GovOS approved vendors are vetted to ensure compatibility and efficiency. Please be aware that opting to use a non-approved payment vendor may introduce unforeseen complications, including additional processing fees and extended project timelines. *Approved Vendors: GovOSPay • NCR • Authorize.net • Certified Payments • CyberSource • Invoice Cloud • MunicIPAY • USAePay • OrbiPay • PayPal • Point and Pay • SIPA • Stripe • Xpress Bill Pay

Product Name	Applicable	GovOS Delivered Value
Reports	Yes	GovOS standard reports (14) include the following capabilities: • Business Record reporting • License Inventory reporting • Transaction & Reconciliation reporting • Delinquency reporting
Notifications	Yes	Email distribution and/or print-and-mail enablement; electronic distribution if email provided by jurisdictions: • Six (6) letter templates including: ◦ Go-Live Registration – print PDF, electronic if emails provided ◦ Registration Approval & Denial – automated email ◦ Renewal Approval & Denial – automated email ◦ Open Task Reminder – automated email
Short Term Rentals (STR)	Yes	This is enabled by the following core functionality and deliverables: • Parcel data import • License data import • Jurisdiction advertisement identification • Compliance status definition and enablement • Property registration workflow (only if purchased with BLT)

13. Value-Add Functionality Deliverables

Once core functionality is deployed, GovOS will work in close collaboration with Customer to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with Customer's priorities, schedule, and resources:

Product Name	Applicable	GovOS Delivered Value
Payroll Tax	No	This is enabled by the following functionality and deliverables: • One (1) Employee Tax calculation • One (1) Payroll Tax calculation • W2 Reconciliation (optional) • Annual Reconciliation (optional) • Payroll Provider Bulk filing
Cannabis Tax	No	This is enabled by the following functionality and deliverables: • One (1) Tax form
Lodging Tax	Yes	This is enabled by the following functionality and deliverables: • One (1) Tax form
Sales and Use Tax	No	This is enabled by the following functionality and deliverables: • One (1) Tax form

Product Name	Applicable	GovOS Delivered Value
Corporate Income Tax	No	This is enabled by the following functionality and deliverables: - One (1) Tax form - State Import (Optional)
Business License w/ Fee Schedule	No	This is enabled by the following functionality and deliverables: - One (1) Registration form and associated workflow - One (1) Renewal Form and associated workflow with Calculated fee structure
Alcohol License	No	This is enabled by the following functionality and deliverables: - One (1) Registration form and associated workflow - One (1) Renewal Form and associated workflow
BLT Audit Assessment Module	No	This is enabled by the following functionality and deliverables: - Audit assessment landing page - Audit form configuration - Two (2) notification templates - One (1) workflow
STR Complaint Hotline	No	This is enabled by the following functionality and deliverables: - Hotline script - Hotline setup
BLT Bulk Filing	No	This is enabled by the following functionality and deliverables: - Setup for single tax form - Online instructions for tax filing by constituents - Import file creation
GIS Address Verification	Yes	This is enabled by the following functionality and deliverables: GIS validation process established between GovOS and customer-owned GIS platform

14. Acceptance

All Deliverables require acceptance from the Customer Project Manager following the completion of deliverables, and upon Project closure. Customer is responsible for conducting any review and testing deliverable(s) pursuant to any applicable acceptance criteria agreed upon by the parties for such Deliverable(s). Upon completion of these phases, the GovOS Project Manager shall notify the Customer Project Manager and provide the necessary documents for review and sign off.

The following processes will be used for accepting Deliverables and Project Closure:

- Deliverable Acceptance Process:**
 - A Deliverable will be provided by GovOS ("**Delivery**"); then
 - Within 5 business days Delivery, Customer shall provide written acceptance of the Deliverable ("**Acceptance**"), or a rejection notice that described with specificity the reason(s) for rejection (a "**Rejection**"); then

- If Customer has provided Acceptance or failed to timely provide a Rejection, then the Deliverable shall be deemed accepted; or
- If a Rejection is timely provided, then GovOS shall promptly attempt to resolve the concerns identified in the Rejection and re-submit the Deliverable for acceptance, at which point this Acceptance Process shall commence again.
- **Acceptance by Use:** If the SaaS Solutions have been put into use within a production environment for a period of 14 calendar days, then the Project shall be deemed accepted.
- **One Year Time Limit:** If more than 12 months have passed since the effective date of the applicable Proposal and there has been no substantive engagement from Customer.
- **Project/Phase Completion:** Upon completion of any phase of the Project or the Project in its entirety, Customer will have five business days to communicate that the Deliverable(s) that have not already been accepted by Customer at that time do not meet Customer's requirements. Failure to timely communicate rejection of such phase or the Project will be deemed as acceptance of the same and any further Services provided to remedy Customer's later concern(s) may only be provided pursuant to a Change Order.

15. Disputes and Resolution

Upon notification, GovOS will apply commercially reasonable effort to resolve disputes, issues, or other documented concerns as timely as possible.

Proposal Acceptance

Proposal #:

006VV00000HJlibYAH

By signing below, Customer and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA.

Customer Signature

Signature of Authorized
Representative

Title

Date

GovOS Signature

Signature of Authorized GovOS
Representative

Title

Date

Cortland County Proposed Sales Tax Agreement with City of Cortland

	2025	2026	2027	2028	2029
	Existing Contract	Proposed Contract			
Annual County Sales Tax Projection at 2%	\$ 41,056,989.35	\$ 41,878,129.13	\$ 42,715,691.72	\$ 43,570,005.55	\$ 44,441,405.66
County New Percent Per Annum	55.00%	59.50%	61.50%	63.50%	65.75%
County \$\$ per year at new % rate		\$ 24,917,486.83	\$ 26,270,150.41	\$ 27,666,953.52	\$ 29,220,224.22
County \$\$ per year at current rate		\$ 22,207,971.02	\$ 22,668,630.44	\$ 23,138,503.05	\$ 23,617,773.11
County \$\$ per year more		2,709,516	3,601,520	4,528,450	5,602,451
Muni New Percent Per Annum	27.62%	22.50%	20.50%	18.50%	16.25%
Municipality balance sales estimate	\$ 10,925,640.46	\$ 9,422,579.06 (property)	\$ 8,756,716.80 (property)	\$ 7,951,526.01 (combo)	\$ 7,221,728.42 (combo)
Cincinnatus	\$ 290,805.84	\$ 250,799.12	\$ 233,075.99	\$ 231,541.57	\$ 207,448.73
Cortlandville	\$ 3,398,924.80	\$ 2,931,328.17	\$ 2,724,180.98	\$ 2,270,264.76	\$ 2,034,034.51
Cuyler	\$ 283,989.21	\$ 244,920.26	\$ 227,612.57	\$ 229,853.69	\$ 205,936.48
Freetown	\$ 233,658.53	\$ 201,513.68	\$ 187,273.38	\$ 191,862.06	\$ 171,898.04
Harford	\$ 333,261.19	\$ 287,413.80	\$ 267,103.23	\$ 243,620.34	\$ 218,270.66
Homer Town	\$ 1,142,752.68	\$ 985,541.99	\$ 915,897.03	\$ 854,413.63	\$ 765,508.42
Homer Village	\$ 799,778.65	\$ 689,751.56	\$ 641,009.12	\$ 737,266.60	\$ 660,551.02
Lapeer	\$ 439,993.94	\$ 379,463.13	\$ 352,647.73	\$ 271,832.20	\$ 243,546.96
Marathon Town	\$ 339,271.92	\$ 292,597.63	\$ 271,920.73	\$ 283,035.83	\$ 253,584.81
Marathon Village	\$ 172,437.97	\$ 148,715.35	\$ 138,206.13	\$ 186,500.58	\$ 167,094.44
McGraw	\$ 149,190.75	\$ 128,666.29	\$ 119,573.87	\$ 188,946.90	\$ 169,286.21
Preble	\$ 641,071.84	\$ 552,878.36	\$ 513,808.29	\$ 423,432.86	\$ 379,372.96
Scott	\$ 366,617.69	\$ 316,181.39	\$ 293,837.90	\$ 283,616.85	\$ 254,105.37
Solon	\$ 343,763.88	\$ 296,471.62	\$ 275,520.96	\$ 273,257.79	\$ 244,824.21
Taylor	\$ 171,850.21	\$ 148,208.45	\$ 137,735.05	\$ 125,664.37	\$ 112,588.48
Truxton	\$ 455,364.55	\$ 392,719.17	\$ 364,967.01	\$ 305,331.89	\$ 273,560.87
Virgil	\$ 1,065,020.05	\$ 918,503.19	\$ 853,595.63	\$ 726,957.73	\$ 651,314.83
Willet	\$ 297,886.76	\$ 256,905.90	\$ 238,751.22	\$ 233,051.39	\$ 208,801.45

Estimated Sales Tax	\$ 41,878,129.13	\$ 41,878,129.13	\$ 42,715,691.72	\$ 42,715,691.72
---------------------	------------------	------------------	------------------	------------------

Cortland County %	57.50%	59.50%	59.50%	61.50%
County \$\$ in new contract	\$ 24,079,924.25	\$ 24,917,486.83	\$ 25,415,836.57	\$ 26,270,150.41
County \$\$ in current contract	\$ 22,207,971.02	\$ 22,207,971.02	\$ 22,668,630.44	\$ 22,668,630.44
County \$\$ more per year (includes \$1.5 million)	1,871,953	2,709,516	2,747,206	3,601,520

Cincinnati	\$	290,805.84	\$	273,092.38	\$	250,799.12	\$	255,815.11	\$	233,075.99
Cortlandville	\$	3,398,924.80	\$	3,191,890.67	\$	2,931,328.17	\$	2,989,954.73	\$	2,724,180.98
Cuyler	\$	283,989.21	\$	266,690.95	\$	244,920.26	\$	249,818.67	\$	227,612.57
Freetown	\$	233,658.53	\$	219,426.00	\$	201,513.68	\$	205,543.95	\$	187,273.38
Harford	\$	333,261.19	\$	312,961.70	\$	287,413.80	\$	293,162.08	\$	267,103.23
Homer Town	\$	1,142,752.68	\$	1,073,145.73	\$	985,541.99	\$	1,005,252.83	\$	915,897.03
Homer Village	\$	799,778.65	\$	751,062.81	\$	689,751.56	\$	703,546.60	\$	641,009.12
Lapeer	\$	439,993.94	\$	413,193.18	\$	379,463.13	\$	387,052.39	\$	352,647.73
Marathon Town	\$	339,271.92	\$	318,606.31	\$	292,597.63	\$	298,449.58	\$	271,920.73
Marathon Village	\$	172,437.97	\$	161,934.49	\$	148,715.35	\$	151,689.65	\$	138,206.13
McGraw	\$	149,190.75	\$	140,103.29	\$	128,666.29	\$	131,239.61	\$	119,573.87
Preble	\$	641,071.84	\$	602,023.10	\$	552,878.36	\$	563,935.92	\$	513,808.29
Scott	\$	366,617.69	\$	344,286.40	\$	316,181.39	\$	322,505.01	\$	293,837.90
Solon	\$	343,763.88	\$	322,824.65	\$	296,471.62	\$	302,401.05	\$	275,520.96
Taylor	\$	171,850.21	\$	161,382.53	\$	148,208.45	\$	151,172.62	\$	137,735.05
Truxton	\$	455,364.55	\$	427,627.54	\$	392,719.17	\$	400,573.55	\$	364,967.01
Virgil	\$	1,065,020.05	\$	1,000,147.92	\$	918,503.19	\$	936,873.25	\$	853,595.63
Willet	\$	297,886.76	\$	279,741.98	\$	256,905.90	\$	262,044.02	\$	238,751.22

**Alternate Proposal - First Year Start
24.50%**

	2025	2026	2027	2028	2029	2030
	Existing Contract	Proposed Contract				
Sales Tax 2 % growth	\$ 41,056,989.35	\$ 41,878,129.13	\$ 42,715,691.72	\$ 43,570,005.55	\$ 44,441,405.66	\$ 45,330,233.77
County Percent	55.00%	57.50%	61.50%	63.50%	65.75%	65.75%
County \$\$ new		\$ 24,079,924.25	\$ 26,270,150.41	\$ 27,666,953.52	\$ 29,220,224.22	\$ 29,804,628.71
County \$\$ existing		\$ 22,207,971.02	\$ 22,668,630.44	\$ 23,138,503.05	\$ 23,617,773.11	\$ 24,106,628.58
County \$\$ additional		1,871,953	3,601,520	4,528,450	5,602,451	5,698,000
Muni Percent	27.62%	24.50%	20.50%	18.50%	16.25%	16.25%
Municipality \$\$ new	\$ 10,925,640.46	\$ 10,260,141.64	\$ 8,756,716.80	\$ 7,951,526.01	\$ 7,221,728.42	\$ 7,366,162.99
		(property)	(property)	(combo)	(combo)	(combo)
Cincinnati	\$ 290,805.84	\$ 273,092.38	\$ 233,075.99	\$ 231,541.57	\$ 207,448.73	\$ 211,597.70
Cortlandville	\$ 3,398,924.80	\$ 3,191,890.67	\$ 2,724,180.98	\$ 2,270,264.76	\$ 2,034,034.51	\$ 2,074,715.20
Cuyler	\$ 283,989.21	\$ 266,690.95	\$ 227,612.57	\$ 229,853.69	\$ 205,936.48	\$ 210,055.21
Freetown	\$ 233,658.53	\$ 219,426.00	\$ 187,273.38	\$ 191,862.06	\$ 171,898.04	\$ 175,336.00
Harford	\$ 333,261.19	\$ 312,961.70	\$ 267,103.23	\$ 243,620.34	\$ 218,270.66	\$ 222,636.07
Homer Town	\$ 1,142,752.68	\$ 1,073,145.73	\$ 915,897.03	\$ 854,413.63	\$ 765,508.42	\$ 780,818.59
Homer Village	\$ 799,778.65	\$ 751,062.81	\$ 641,009.12	\$ 737,266.60	\$ 660,551.02	\$ 673,762.04
Lapeer	\$ 439,993.94	\$ 413,193.18	\$ 352,647.73	\$ 271,832.20	\$ 243,546.96	\$ 248,417.89
Marathon Town	\$ 339,271.92	\$ 318,606.31	\$ 271,920.73	\$ 283,035.83	\$ 253,584.81	\$ 258,656.50
Marathon Village	\$ 172,437.97	\$ 161,934.49	\$ 138,206.13	\$ 186,500.58	\$ 167,094.44	\$ 170,436.33
McGraw	\$ 149,190.75	\$ 140,103.29	\$ 119,573.87	\$ 188,946.90	\$ 169,286.21	\$ 172,671.94
Preble	\$ 641,071.84	\$ 602,023.10	\$ 513,808.29	\$ 423,432.86	\$ 379,372.96	\$ 386,960.42
Scott	\$ 366,617.69	\$ 344,286.40	\$ 293,837.90	\$ 283,616.85	\$ 254,105.37	\$ 259,187.48
Solon	\$ 343,763.88	\$ 322,824.65	\$ 275,520.96	\$ 273,257.79	\$ 244,824.21	\$ 249,720.70
Taylor	\$ 171,850.21	\$ 161,382.53	\$ 137,735.05	\$ 125,664.37	\$ 112,588.48	\$ 114,840.25
Truxton	\$ 455,364.55	\$ 427,627.54	\$ 364,967.01	\$ 305,331.89	\$ 273,560.87	\$ 279,032.08
Virgil	\$ 1,065,020.05	\$ 1,000,147.92	\$ 853,595.63	\$ 726,957.73	\$ 651,314.83	\$ 664,341.12
Willet	\$ 297,886.76	\$ 279,741.98	\$ 238,751.22	\$ 233,051.39	\$ 208,801.45	\$ 212,977.47



ID#

Cayuga Cortland Workforce Bd 13.38.a
Name of advisory group

CBO/Workforce 3yrs
Seat Title (Area of constituency represented) Term length

CORTLAND COUNTY LEGISLATURE
County Office Building
60 Central Avenue, Cortland, NY 13045
www.cortlandcountyny.gov
607-753-5048

ADVISORY BOARD APPLICATION
Please type or print in black ink (Revised September 2015)

If you are interested in serving as a member of an advisory group please complete this form; attach additional sheets if necessary. You may be called for an interview and you may wish to attend a meeting of the advisory group if you have not yet done so. Please contact the Legislature Office at 753-5048 or by e-mail: shempstead@cortlandcountyny.gov if you have any questions.

Name Michele Gravel Date of application 7/18/2005
Address (residence) 29 Central Ave Cortland NY 13045
Street City Zip Code
Telephone (home) (work) 607 644-5780 (mobile) 607-423-6607 (fax)

Email address gravelm@springbrookny.org Length of residence in Cortland County since 1990
*If not a Cortland County resident, please stop here and contact the Office

Springbrook NY LLC
Director of Employment

Michele M. Gravel
Signature of Applicant

Office use only

Type of appointment: new or reappointment [Replacing: (if new)] Term expiration date
Seat Title (area or constituency represented):
Municipal Recommendation on File ☐ Nominating Committee Recommendation Received ☐
Copied to Comm.: Legislative Committee recommendation Date
Legislature appointment date Appointment letter mailed date

Attachment: M Gravel CCWB (193-25 : Appoint Members - Cayuga/Cortland Workforce Development Board)



ID#

Cayuga Cortland Workforce Dev Board

13.38.b

Name of advisory group

Apprenticeship
Labor Organization

Seat Title (Area or constituency represented)

3 yrs
Term length

CORTLAND COUNTY LEGISLATURE

County Office Building
60 Central Avenue, Cortland, NY 13045

www.cortlandcountyny.gov

607-753-5048

ADVISORY BOARD APPLICATION

Please type or print in black ink (Revised September 2015)

If you are interested in serving as a member of an advisory group please complete this form; attach additional sheets if necessary. You may be called for an interview and you may wish to attend a meeting of the advisory group if you have not yet done so. Please contact the Legislature Office at 753-5048 or by e-mail: shempstead@cortlandcountyny.gov if you have any questions.

Name Marie Weiss Date of application 7/15/2025

Address (residence) 6920 Princeton Ct, Syracuse NY 13212
Street City Zip Code

Telephone (home) _____ (work) _____ (mobile) 315-264-4584 (fax) _____

Email address ~~Marie~~ mweiss@nasrcc.org Length of residence in Cortland County _____

**If not a Cortland County resident, please stop here and contact the Office*

North Atlantic States
Regional Council - Carpenters
Local #277

Marie Weiss
Signature of Applicant

Office use only

Type of appointment: *new or reappointment* [Replacing: (if new)] _____ Term expiration date _____

Seat Title (area or constituency represented): _____

Municipal Recommendation on File ☐

Nominating Committee Recommendation Received ☐

Copied to Comm.: _____ Legislative Committee recommendation _____ Date _____

Legislature appointment date _____ Appointment letter mailed date _____

Attachment: M Weiss CCWB (193-25 : Appoint Members - Cayuga/Cortland Workforce Development Board)