1. Agenda
   Documents:
   AGENDA.1.7.2020.PDF

2. Supporting Documents
   Documents:
   CC SUPPORTING DOC. 2020.01.07.PDF
7:00 PM

- Call Meeting to Order
- Salute to the Flag of the United States
- Public Comments
- Mayor’s Report
- Proclamation – Mentoring Month - January
- Minutes – Approval of minutes

Oath of Office: Fire Police and Volunteer Chief Officers, Introduction of new Firefighters and Captains. (Fire Chief Friedman)

AGENDA:

Item #1 – Presentation for mentoring month. (Mindy, YWCA)

Item #2 – Consideration of a Resolution to authorize the Mayor to execute a Purchase offer to purchase the Parker School Building from the Cortland Enlarged School District. (Ric VanDonsel)

Item #3 – Consideration of a Resolution to approve the re-appointment of Richard VanDonsel for the position of Corporation Counsel for a two year term commencing January 1, 2020. (Mayor Tobin)

Item #4 – Consideration of a Resolution to approve the re-appointment of Raymond Parker for the position of City Clerk for a two year term commencing January 1, 2020. (Mayor Tobin)

Item #5 – Consideration of a Resolution to approve the re-appointment of Mack Cook for the position of Director of Administration and Finance for a two year term commencing January 1, 2020. (Mayor Tobin)

Item #6 – Consideration of a Resolution to approve the appointment of Alderman John Bennett to the position of Acting Mayor for a two year term commencing January 1, 2020. (Mayor Tobin)

Item #7 – Consideration of a Resolution to designate Lori Crompton and Tracy Hatfield as the signatories on all accounts. (Mack Cook)

Item #8 – Consideration of a Resolution to designate the ‘Cortland Standard’, the ‘Shopper’, and the ‘Cortland Area Tribune’ as official newspapers of the City of Cortland. (Mack Cook)

Item #9 – Consideration of a Resolution to designate the following bank depositories for City funds. (Mack Cook)
  - NBT Bank
  - J. P. Morgan Chase Bank N.A.
  - M&T Bank
  - Tompkins Trust Company

Item #10 – Consideration of a Resolution to designate Patricia Condon as a Registrar of Vital Statistics for the City Clerk’s Office for a two year term commencing January 1, 2020. (Raymond A. Parker)

Item #11 – Consideration of a Resolution to designate Laura Morak as a Deputy Registrar of Vital Statistics for the City Clerk’s Office for a two year term commencing January 1, 2020. (Raymond A. Parker)
Item #12 – Consideration of a Resolution to designate Devon Rainbow as a Subregistrar of Vital Statistics for the City Clerk’s Office for a two year term commencing January 1, 2020. (Raymond A. Parker)

Item #13 – Consideration of a Resolution to designate Annette Huskins, Program Manager for Thoma Development Consultants IWC as the City’s Fair Housing Officer for a two year term commencing January 1, 2020. (Mayor Tobin)

Item #14 – Consideration of a Resolution to approve the transfer of $6,160.16, from Wastewater Savings ER&R to the Capital Account H-8197-541500 INDIG (IND Digesters Phase III), to cover the Cedarwood Engineering invoices for 2019 for work on the biogas generator. (Bruce Adams)

Item #15 – Consideration of a Resolution to approve the transfer of $6,160.16, from Wastewater Savings ER&R to the Capital Account H-8197-541500 INDIG (IND Digesters Phase III), to cover the Cedarwood Engineering invoices for 2019 for work on the biogas generator. (Bruce Adams)

Item #16 – Consideration of a Resolution for the Mayor to enter into an agreement with Family Health Network for health services related to OSHA and HAZMAT requirements for Fire Fighters for two years (2020-2021). (Chief Friedman)

Item #17 – Consideration of a Resolution to approve the sidewalk snow removal bid to Matt Taylor. (Captain Tenkate)

Item #18 – Consideration of a Resolution to approve the lawn mowing and garbage pickup bid to Hart Lawn Care. (Captain Tenkate)

Item #19 – Consideration of a Resolution to award a contract for Program Delivery and Administration Services of the CDBG 2019 Funded Sewer Lateral Replacement Initiative ($451,000) to Thomas Development Consultants for an amount not to exceed $79,500. (Mack Cook)

Item #20 – Consideration of a Resolution to Amend the City’s 2020 General Fund Budget to reflect the veto of the City’s Authorization to Impose an Occupancy Tax. (Mack Cook)

Whereas, the City sought a Home Rule Amendment in the New York State’s 2019 Legislative Session for authority to impose an three present Hotel Occupancy tax to fund tourism and development, and

Whereas, the Senate enacted Bill S05344 in the 2019 Legislative Session supporting the City’s request for authorization, and

Whereas, the Assembly enacted Bill 7390 in the 2019 Legislative Session supporting the City’s request for authorization, and

Whereas, the Governor vetoed both bills on December 20, 2019 in Veto Memorandum 250, and

Whereas, the City’s 2020 General Fund Budget was adopted upon the assumption of the Governor’s support of the City’s application, and

Whereas, the City’s application for funding police overtime for events that promoted tourism and hotel occupancy under the Cortland County’s distribution of 2019 County Occupancy tax was denied, and

Therefore Be It Resolved that the City’s 2020 General Fund Budget be amended as follows:

Decrease account number A1325 42770 ‘Other Revenue’ by $50,000
Decrease account number A3120 51040 ‘Police Overtime’ by $50,000

Item #21 – Consideration of a Resolution to Seek an Home Rule Amendment Authorizing the City to Impose a Three Percent Occupancy Tax to support Tourism, Route 13 and River Street Redevelopment, and Economic Development. (Mack Cook)

Whereas, the City desires to devote financial resources to the promotion of tourism within the City that increases the occupancy of hotels located within the City, and

Whereas, the City desires to devote financial resources to promote hotel occupancy by the physically improving of infrastructure, sidewalks, street lighting and other public assets in the geographical areas in which hotels are located, and

Whereas, the City desires to support economic development and employment with the City that supports and enhances visitation to the City, and
Whereas, the City is not eligible to seek financial resources through participation in Cortland County’s Occupancy Tax Program to fund its desired tourism, redevelopment and economic development objectives.  

Therefore Be It resolved that the Common Council authorizes the City to seek authorization to impose a three percent (3%) Occupancy Tax to support Tourism, Redevelopment Economic Development and other activities that support usage of hotels located within the City in the 2020 New York State Legislative Session.

Item #22 – Consideration of a Resolution to authorize the Mayor to execute a contract for the City to join the Cortland Community/PERMA Worker’s Compensation Cooperative. (Ric VanDonsel)

Item #23 – Consideration of a Resolution to authorize the Mayor to execute a Collective Bargaining Agreement with the Cortland Crossing Guards. (Ric VanDonsel)

Item #24 – Consideration of a Resolution authorizing the Mayor to execute a Collective Bargaining Agreement with the local CSEA unit (DPW/Water employees). (Ric VanDonsel)

Adjournment
TO: Mayor and Members of the Common Council

FROM: Chief Friedman

DATE: January 2, 2020

RE: Agenda Item for 1/7/2019 Meeting

Please find attached the following resolutions for your consideration:

1- Consideration of a Resolution to approve the Mayor to enter into an agreement for the Fire Service Mutual Aid plan for 2 years (2020-2021). (Chief Friedman)

2- Consideration of a Resolution for the Mayor to enter into an agreement between the City and Family Health Network for medical evaluations (schedule attached) for Fire Department personnel for two years (2020-2021). Chief Friedman
CORTLAND COUNTY

DEPARTMENT OF EMERGENCY RESPONSE & COMMUNICATIONS

FIRE SERVICE

MUTUAL AID PLAN
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PURPOSE:

The purpose of this document is to establish a framework and guidelines by which the resources of the participating fire departments are utilized for fire protection and other emergency incidents which require a fire service response within the County of Cortland.

DEFINITION:

Mutual Aid is organized, supervised, coordinated, cooperative, reciprocal assistance in which personnel, equipment and physical facilities of all participating fire departments, regardless of type or size, are utilized for fire or other emergencies in which the services of firefighters would be used throughout the County of Cortland and adjacent areas.

AMENDMENTS AND RECOMMENDED UPDATES:

Amendments to this plan may be periodically made and will follow this procedure:

1. Any and all amendments or recommendations shall be presented in writing to the Cortland County Fire Coordinator with an explanation and supporting documentation for the proposed amendment or update prior to September 30th.

2. Prepared by the Cortland County Fire Coordinator and presented to the Cortland County Fire Chiefs Association, Cortland County Fire Advisory Board and Cortland County 911 Center (if involving operational procedures of the 911 center personnel) for review.

3. Adopted by the Cortland County Fire Chiefs Association and the Cortland County Fire Advisory Board.

4. Submitted by the Fire Coordinator to the Cortland County Legislature for adoption.

5. Admitted into the State Fire Mobilization and Mutual Aid Plan.

ANNUAL REVIEW:

1. Each year this plan shall be reviewed by the Fire Coordinator, Cortland County Fire Chief's Association and the Cortland County Fire Advisory Board with corrections or changes processed at their November Meeting.
PARTICIPATION:

Any duly established fire department or fire company existing in the County of Cortland may participate in the Cortland County Fire Service Mutual Aid Plan, (hereafter, the Plan), by filing a resolution with the Cortland County Department of Emergency Response and Communications. Such resolution shall state that the fire department or Fire Company elects to participate in the Plan and will comply with the provisions of the Plan. The resolution shall also state that the fire department or fire company shall recognize a call for assistance from another fire department through the Cortland County Communications Center under the direction of the Cortland County Fire Coordinator.

The current listing of Fire Departments in Cortland County which may participate in the plan, along with their assigned identification numbers are:

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<tr>
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<th>Identification Number</th>
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<tr>
<td>Cincinnatus</td>
<td>12001</td>
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<tr>
<td>Harford</td>
<td>12004</td>
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<tr>
<td>McGraw</td>
<td>12007</td>
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<tr>
<td>Virgil</td>
<td>12010</td>
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<tr>
<td>Cortland</td>
<td>12002</td>
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<td>Homer</td>
<td>12005</td>
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<td>Preble</td>
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<td>Willet</td>
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<td>Cuyler</td>
<td>12003</td>
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<tr>
<td>Marathon</td>
<td>12006</td>
</tr>
<tr>
<td>Truxton</td>
<td>12009</td>
</tr>
<tr>
<td>Cortlandville</td>
<td>12013</td>
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</table>

Participation in the Plan, which is filed as a portion of the NYS Fire Service Mobilization and Mutual Aid Plan, allows the fire departments or fire companies within Cortland County immediate access to the fire service resources of the seven contiguous counties:

<p>| |</p>
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<tbody>
<tr>
<td>Broome</td>
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<td>Cayuga</td>
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<td>Chenango</td>
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<tr>
<td>Tioga</td>
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<td>Tompkins</td>
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<td>Madison</td>
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<td>Onondaga</td>
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</table>

Mutual aid is received from these counties through their respective County Communications Centers and under the direction of their County Fire Coordinators or legally appointed deputies. Participation in the Plan also obligates fire departments or fire companies in the County of Cortland to render reciprocal mutual aid as requested within the seven contiguous counties.
OBLIGATION TO RESPOND:

Each participating fire department or fire company must respond forthwith to any call for assistance from another fire department or fire company made pursuant to the provisions of this plan.

ADDITIONAL PARTICIPATION REQUIREMENTS:

1. Annual National Fire Protection Association (NFPA) Service Tests are to be conducted by the participants and a copy of the certified results filed with Cortland County Department of Emergency Response and Communications no later than January 31st of the following year. These tests shall include but not be limited to the following:

   a. Pump testing per NFPA 1911 and service
   
   b. 3rd Party SCBA testing and service per NFPA 1404, 1500 & 1582 (Sections 7.2.1 Inspection Frequency, 7.5 Testing, and Table 7.5.2 Performance Test Requirements) as well as Occupational Safety and Health Administration (OSHA) 29 CFR part 1910.134
   
   c. 3rd Party Breathing Air Compressor testing and service per NFPA 1989
   
   d. Ground Ladder Testing per NFPA 1932
   
   e. Hose Testing per NFPA 1962
   
   f. "Respiratory Protection Plan" 100 - 007 adopted May 26th, 2010 by the Cortland County Fire Chief's Association which is a result of OSHA CFR part 1910.134 shall be signed annually and on file with the County Fire Coordinator's Office. This policy serves as a minimum standard that all fire departments shall meet. If departments have a standard that is more stringent and accepted by OSHA, that department's plan shall supercede this plan found in Appendix A.
   
   g. All Fire Departments, Fire Districts, Fire Companies and Municipalities shall have in place and on file with the County Fire Coordinator's Office the Annual Participation Requirements Checklist and the Annual Firefighter Certification list as per County Policy 100 - 003 found in Appendix's A and B.

This list must be updated annually and submitted by January 31st of every year. This information is essential to ensuring that Cortland County can properly comply with New York State Fire Resource Inventory System (FRIS) and the National Incident Management System (NIMS) typing and credentialing requirements.
h. All County Fire Departments will adhere to the most current version of the Cortland County Fire Chief’s Association “Firefighter Accountability System” policy which is found in Appendix A.

i. All County Fire Departments on December 21st, 2011 approved the implementation of Cortland County Fire Chief’s Association “No Acknowledgement Response Policy” 200 - 010 which is found in Appendix A.

j. All County Firefighters shall have the following NIMS certification as required by Homeland Security Presidential Directive # 5 and New York State Executive Order # 26:

I – 100 / Introduction to Incident Command

I – 700 / An Introduction to National Incident Management System

k. All Line Officers shall have the following NIMS certification as required by Homeland Security Presidential Directive # 5 and New York State Executive Order # 26:

I – 200 / ICS for Single Resources and Initial Action Incidents

l. All Chief Officers, Deputy Fire Coordinators, and Emergency Management Staff shall have the following NIMS certification as required by Homeland Security Presidential Directive # 5 and New York State Executive Order # 26:

I – 300 / ICS Intermediate

Any department choosing not to meet this requirement shall notify the Fire Coordinator in writing advising that they are taking exception to this clause. This is the only clause a department may choose to take exception to.

m. Director / Fire Coordinator and Deputy Director of Emergency Response and Communications shall have the following NIMS certification as required by Homeland Security Presidential Directive # 5 and New York State Executive Order # 26:

I – 400 / ICS Advanced

Supporting documentation for the above required NIMS Certifications can be found at

2. Participants using large diameter hose shall standardize to the Storz ¼ turn style of couplings and manifolds.

3. All apparatus are to be adaptable to the 1 ½" National Standard Thread and 2 ½" National Standard Thread for fire hose and equipment as defined by the National Bureau of Standards.

4. Mutual Aid Insurance certification shall be forwarded to the County Fire Coordinator by each participating fire department or Fire Company annually.

5. Each Fire Chief shall at least annually submit a report of inventory change of their department to the Cortland County Fire Coordinator who is responsible for maintaining and updating the County’s Emergency Services Inventory.

6. The County Fire Coordinator will ensure on an annual basis that the County’s Emergency Services Inventory is up to date and accurate and will submit any and all changes to the New York State Division of Homeland Security - Emergency Services.

7. Each Fire Chief utilizing the National Fire Incident Reporting Form shall report all incidents to their Fire Departments to the New York State Division of Homeland Security - Emergency Services no later than April 30th of the following year.

8. Said agreement will be signed annually acknowledging that each fire department and Authority having Jurisdiction is aware of all Cortland County Department of Emergency Response and Communication Policies.

ACTIVATION OF THE CORTLAND COUNTY FIRE SERVICE MUTUAL AID PLAN:

1. The Cortland County Fire Service Mutual Aid Plan may be activated by anyone aware of the need for additional assistance as indicated in Section 209 of the General Municipal Law.

2. Said request shall be filled to the fullest extent possible by the department(s) requested to answer the call for assistance.

RESPONSIBILITIES OF ASSISTED AND ASSISTING AGENCIES:

1. The jurisdiction receiving mutual aid assistance is responsible for “any loss or damage to, or expense incurred in the operation of, fire apparatus and other equipment…” (SS 209, General Municipal Law)
2. Only that apparatus or equipment requested or authorized will be covered under this Plan.

3. The jurisdiction rendering the mutual aid is responsible for both the conduct of, and insurance coverage of its responding personnel.

RESTRICTION OF SERVICE:

1. Pursuant to Section 209 of the General Municipal Law, the legislative board or board holding overall governing authority for any of the participants may restrict the mutual aid activities of said fire department or company as it deems necessary.

2. A copy of the resolution, local law, or ordinance restricting the outside service of any participant shall be promptly filed with the Cortland County Department of Emergency Response and Communications.

WITHDRAWAL:

1. Any participating fire district, fire department, fire company or municipality may elect to withdraw from the Plan by adopting a resolution to such effect.

2. Such withdrawal shall become effective thirty (30) days after the filing of the resolution with the County Fire Coordinator. The withdrawal shall remain in effect until reinstated by appropriate resolution pursuant to Section 209 of the General Municipal Law.

3. Withdrawal from the Plan will result in the SUSPENSION OF ALL MUTUAL AID PRIVILEGES rendered to or by the withdrawing party which includes the services of the Cortland County Department of Emergency Response and Communications, the Cortland County Fire Investigation Team, the Cortland County Search Team, and the Cortland County Haz Mat Team. Any and all access to the Cortland County Interoperable Radio System will be prohibited.

4. Any participant withdrawing from the Plan shall, upon the effective date, surrender and return upon request of the County Fire Coordinator, to the County of Cortland at Cortland, New York, all county owned equipment.
EXTENT AND LIMIT OF AUTHORITY OF FIRE COORDINATOR AND DEPUTIES:

1. COUNTY FIRE COORDINATOR - 1261 (DIRECTOR of EMERGENCY RESPONSE AND COMMUNICATIONS) – as chief fire officer at the county level for the fire service will have the following duties and responsibilities:

   a. Administers the County Fire Mutual Aid Plan for intra-county and inter-county operations.

   b. Serves as Aide to the Incident Commander, in case of mutual aid, alarms of fire, or other incidents requiring the services of the Fire Coordinator.

   c. Administers, supervises, controls and maintains the Cortland County Interoperable Communications System under the authority of the Federal Communications Commission.

   d. Maintains the county inventory of manpower and equipment.

   e. Administers the state fire training program and any and all training programs developed by the State of New York or by the Office of County Fire Coordinator, throughout the County of Cortland.

   f. Selects and establishes the location for training courses.

   g. Supervises instruction by the state and county fire instructors assigned to Cortland County.

   h. Determines the need for existing and new courses.

   i. Maintains records indicating manpower in the county, including the type and extent of training in each department.

   j. Acts a liaison officer between the fire service of Cortland County and the State of New York, the Cortland County Legislature, Cortland County Fire Chiefs Association, Cortland County Fire Advisory Board and the Judiciary and Public Safety Committee of the legislature.

   k. May appoint and remove Deputy Fire Coordinators in accordance with Section 401 of County Law and Section 3 of the Public Officers Law.

   l. Plans and estimates the need for additional or unique equipment for the County.
m. Chief media officer for the County Fire Service.

n. Arranges for speaking engagements and programs to promote better public relations.

o. Oversees the functioning of the New York State Fire Reporting System and Burn Incident Reporting conducted by the New York State Division of Homeland Security - Emergency Services.

p. Is notified as established in Cortland County Department of Emergency Response and Communication Policy 200 - 003 “Coordinator Staff Notifications” and may automatically respond at his discretion.

2. DEPUTY FIRE COORDINATOR - 1262 (DEPUTY DIRECTOR OF EMERGENCY RESPONSE AND COMMUNICATIONS) –

a. Perform any of the duties or functions of the County Fire Coordinator when so directed or authorized by the County Fire Coordinator.

b. Shall possess the power of and perform the duties and functions of the County Fire Coordinator during the absence of the County Fire Coordinator or during his inability to act, in accordance with the provision of the chain of command elsewhere set forth in this plan, and pursuant to Section 401 of County Law.

c. When responding to emergency incidents, reports to the Officer in Charge securing additional equipment when needed and assist Command as requested.

d. See that radio communications are carried out properly in their respective areas.

e. Attend meetings of the Fire Advisory Board /County Fire Chiefs Association and of Fire Departments.

f. Serve as the New York State Department of Homeland Security Intelligence Liaison Officer.

g. Tracks all NIMS Certifications for the County.

h. Maintain an inventory of all fire department personnel.

i. Maintain the radio inventory and fleet mapping for the Cortland County Interoperable Radio System

j. Track and record the annual participation requirements.
k. Activates the Emergency Operations Center.

l. Serves as the Director of the Emergency Operations Center.

m. Serve as the liaison with Cortland County Highway Superintendent’s Group

n. Assign, monitor and record the County Fire Instructor’s work.

3. DEPUTY FIRE COORDINATOR – directly responsible to the County Fire Coordinator with the following responsibilities:

a. Perform any of the duties or functions of the County Fire Coordinator when so directed or authorized by the County Fire Coordinator.

b. Shall possess the power of and perform the duties and functions of the County Fire Coordinator during the absence of the County Fire Coordinator or during his inability to act, in accordance with the provision of the chain of command elsewhere set forth in this plan, and pursuant to Section 401 of County Law.

c. When responding to emergency incidents, reports to the Officer in Charge securing additional equipment when needed and assist Command as requested.

d. See that radio communications are carried out properly in their respective areas.

e. Assist in maintaining up to date records in training and inventory, both manpower and equipment by reporting changes to the Fire Coordinator.

f. Meet with fire officers in their respective areas when requested and report such meetings to the Fire Coordinator.

g. Attend meetings of the Fire Departments in their respective areas and Fire Advisory Board / County Fire Chiefs Association.

h. Deputy Fire Coordinator – 1263 (Accountability)

1. Oversees the County’s Firefighter Accountability system

2. Oversees the printing and distribution of all tags.
i. Deputy Fire Coordinator – 1264 (Training)

1. Determine the need for existing courses and new courses and make recommendations to the County Fire Coordinator for consideration.

2. Encourage enrollment of firefighters to attend training courses

3. Responsible for the scheduling of all New York State Division of Homeland Security - Emergency Services training courses

4. Oversees the New York State Division of Homeland Security - Emergency Services Fire Instructors assigned to Cortland County

5. Responsible for the operation of the Cortland County Regional Training Center

6. Responsible for all events scheduled at the Cortland County Regional Training Center

j. Deputy Fire Coordinator – 1265 (Mutual Aid Plan)

1. Assists with compiling and maintaining Mutual Aid Plan Requirements

2. Assist in maintaining County Inventory

3. Manages Fit Testing Machine Use and Maintenance

k. Deputy Fire Coordinator – 1266 (Fire Investigation Team)

1. Assist in the administration of the Fire Investigation Team.

2. Attend regular monthly meetings of the Fire Investigation Team and make a report of such meetings to the County Fire Coordinator.

3. Assist in determining the need of training programs and equipment for the Fire Investigation Team.
I. Deputy Fire Coordinator – 1267 (EMS)

1. Administers and coordinates training programs for Cortland County Emergency Medical Services and such other personnel as may be regularly included in these programs.

2. Coordinates services and assist Command Officers in any way requested at the scene of accidents, disasters and other incidents involving mutual aid response of emergency squads.

3. Assist the Fire Coordinator in providing liaison services between all EMS Associations and attend all EMS meetings to enhance the flow of information.

4. Assume coordination of ambulance rescue services in a civil or natural disaster emergency from the Emergency Ops Center or Field Location.

5. With the cooperation of all EMS agencies, provide, prepare, administrate and update as needed a mutual aid plan designed to efficiently utilize all available resources which will provide continuous and adequate EMS protection for the County of Cortland.

m. Deputy Coordinator – Emergency Management – 1268

1. Assist with tracking of all NIMS Certifications for the County.

2. Serves as the Deputy Director of the Emergency Operations Center.

3. Assists with tracking all fire department personnel.

4. Assists Deputy Director of Emergency Response and Communications as needed.

LINE OF AUTHORITY:

1. ABSENCE of County Fire Coordinator - 1261 (Director of Emergency Response and Communications) – The County Fire Coordinator has designated Deputy Fire Coordinator – 1262 (Deputy Director of Emergency Response and Communications) in writing and filed in the office of the County Clerk and in the office of the Clerk of the County Legislature the
order in which Deputy Fire Coordinators are to possess the powers and perform the duties of the County Fire Coordinator during his/her absence or inability to act, pursuant to Section 401 of County Law.

2. VACANCY in position of County Fire Coordinator – The County Fire Coordinator -1261 (Director of Emergency Response and Communications) has designated the Deputy Fire Coordinator – 1262 (Deputy Director of Emergency Response and Communications) who shall possess the powers and perform the duties of the County Fire Coordinator until a successor is appointed by the Cortland County Legislature.

STATUS OF THE LOCAL FIRE DEPARTMENT:

1. Maintenance of Individuality:
   a. Each fire department or fire company participating in this plan shall retain its internal command and individuality.

2. Authority of “Requesting” Fire Chief or Officer in charge:
   a. A “requesting” Fire Chief or officer in charge is one who requests the mutual aid for his department in accordance with this plan
   b. The “Chain of Command” at a fire, hazmat incident or other emergency in which mutual aid is requested remains with the “requesting” department.
   c. The Fire Officer in command of the fire or emergency will work with the Chief or Officer of the department or company providing mutual aid. The Firefighters of assisting departments or companies will be supervised by their own Officers who in turn are commanded by the Officer of the requesting department.

3. All Automatic Mutual Aid Plans shall be in writing, updated yearly, and submitted to the County Fire Coordinator.

OPERATION OF THE COUNTY 911 CENTER:

1. Location: 54 Greenbush Street, Cortland, NY 13045

2. Supervision and Dispatching Service:
   a. The Director of Emergency Response and Communication is responsible for all activities of the County 911 Center including the dispatching of fire and EMS incidents
3. Cortland County operates an APCO P25 compliant digital trunked land mobile radio network (LMRN) in the UHF radio spectrum.

4. If the County 911 Center loses transmitting or receiving abilities, the alternate site for emergency operations will be moved to the back up 911 center currently located in the Cortland County Regional Training Center.

5. Radio Communication Regulations:
   a. Policies relating to the dispatching of fire and emergency medical agencies can be found in Section 200 of the Cortland County Fire and Emergency Management Policy Manual.
   
   b. Radios may not operate on the Cortland County LMRN Radio System unless specifically authorized by the Director of Emergency Response and Communications and must operate in accordance with the regulations of Cortland County and the Federal Communications Commission. Radios may not be added to the Cortland County Interoperable Radio System without permission being granted by the Cortland County Director of Emergency Response and Communications.
   
   c. The Cortland County 911 Center shall provide and maintain a status system as a means for rapidly determining the status of apparatus.

PARTICIPATION IN THE STATE FIRE MOBILIZATION AND MUTUAL PLAN:

1. Procedure to obtain activation of the plan:
   a. The County Fire Coordinator or a Deputy Fire Coordinator is the line of authority designated pursuant to Section 401 of the County Law, after utilizing all available assistance from the Counties of Broome, Cayuga, Chenango, Madison, Onondaga, Tioga and Tompkins, to call the New York State Division of Homeland Security - Emergency Services to obtain activation of the State Fire Mobilization and Mutual Aid Plan.
   
   b. The procedure shall conform with that specified in the “Guide to Fire Mobilization and Mutual Aid Plan in the State of New York”.

2. Authority and Responsibility of the Regional Fire Administrator:
a. The authority and responsibility of the Regional Fire Administrator under the activated State Fire Mobilization and Mutual Aid Plan is established in the Executive Department of the State of New York.

3. Retirement provision to the position of Regional Fire Administrator:
   a. Should the County Fire Coordinator also hold the position of Regional Fire Administrator, and should he / she be separated from the Office of County Fire Coordinator, he / she shall be automatically retired as Regional Fire Administrator. The State of New York is authorized by law to appoint to this position.

4. County number issued under the State Fire Mobilization and Mutual Aid Plan:
   a. The County of Cortland shall utilize the County Number twelve (12) assigned to Cortland County by the State Fire Mobilization and Mutual Aid Plan.

INTERAGENCY COORDINATION:

1. The Cortland County Department of Emergency Response and Communications maintains close working relationships with all fire, ems, law, highway, and health agencies through its involvement and participation in the following organizations:
   a. Cortland County Fire Chiefs Association
   b. Cortland County Fire Advisory Board
   c. Cortland County EMS Advisory Board
   d. Cortland County Local Emergency Planning Committee
   e. Cortland County Department of Emergency Response Policy and Oversight Committee
   f. New York State Department of Transportation Route 81 Highway Safety Advisory Group
   g. Member of the Central New York Regional EMS Council
RESOLUTION BY THE AUTHORITY HAVING JURISDICTION AUTHORIZING PARTICIPATION IN THE CORTLAND COUNTY FIRE MUTUAL AID PLAN:

offered the following resolution and moved its adoption for the Fire Department to participate in the Cortland County Mutual Aid Plan as now in force and as amended from time to time and certifies to the Cortland County Legislature through the Cortland County Fire Coordinator that no restriction exists against “outside service” by such fire department or fire company within the meaning of Section 200 of the General Municipal Law which would affect the power of such fire department or fire company to participate in such plan.

And be it further resolved that a copy of this resolution be filed with the Cortland County Fire Coordinator annually.

seconded the resolution.

Voted: In favor ________ Opposed ________

AUTHORITY HAVING JURISDICTION:

Signed: ____________________________

By: ______________________________

Title: ____________________________

Date: ____________________________

FIRE CHIEF:

Signed: ____________________________

By: ______________________________

Date: ____________________________

Note:

Villages: The Board of Fire Commissioners, if any should adopt the resolution; if there is not a Board of Fire Commissioners, and then the resolution should be adopted by the full Village Board.

Towns: The Town Board should adopt the resolution when the fire department has their headquarters outside villages and or Fire Districts are located in Fire Protection or Fire Alarm Districts.

Fire Districts: The Board of Fire Commissioners should adopt the resolution.
Appendix A

Cortland County Policies:

Firefighter Certification System 100 – 003

Respiratory Protection Program 100 - 007

No Acknowledgement Response Policy 200 – 010

Firefighter Accountability System 300 – 001
PREFACE: This policy was originally adopted by the Cortland County Fire Chiefs Association on March 26, 2008. This policy was amended and adopted by the Cortland County Fire Chiefs Association on September 21st, 2011, January 22nd, 2012 and on January 27th, 2016. This policy is to be adhered to by all fire departments operating in Cortland County.

PURPOSE: This policy establishes the parameters for Cortland County’s Firefighting Certification process and the qualifications required to meet the levels listed below. It also provides a valuable tool to Incident Commanders in that the certification process guarantees firefighters have been trained to a predetermined level as listed on their tag allowing the IC to utilize them in a manner not above and beyond their abilities.

POLICY:

1. Firefighters will be issued accountability tags in accordance with detailed certification process listed below:

   a. RECRUIT — Probationary, untrained and / or enrolled in Scene Support Operations, Basic Exterior Firefighter Operations, the Cortland County Firefighter Boot Camp Program or the Cortland County Firefighter Training Series.
b. SUPPORT- training requirements vary and will be defined by the Authority Having Jurisdiction. Support members shall be limited to Fire Police, Drivers, and EMS personnel. Firefighters who operate on the fireground, throwing ladders, stretching hose, operate extrication equipment, etc. shall be classified as EXTERIOR as a minimum.

c. EXTERIOR – New York State Office of Fire Prevention and Control Scene Support, Basic Exterior Firefighter Operations or equivalent, NIMS 100 and 700.


INTERIOR – As of January 1st, 2012 must have completed the Cortland County Firefighter Boot Camp or Cortland County Firefighter Training Series which is the same as the Firefighter Boot Camp, only the name of the program was changed. This program consists of New State Office of Fire Prevention and Control Firefighter 1, SCBA Confidence, Calling the May Day, Truck Company Operations, Firefighter Survival, Courage to be Safe and CPR – AED. Alternatively, to this entire program, these courses may be taken individually to meet the qualification of Interior Firefighter.


FAST – Meets all the as of January 1st, 2012 requirements for Interior as well as completing the New York State Office of Fire Prevention and Control FAST course.
f. DRIVER – At a minimum, New York State Office of Fire Prevention and Control Scene Support Operations Course or Basic Exterior Firefighter Operations Course and Emergency Vehicle Operations Course

g. FIRE POLICE - New York State Office of Fire Prevention and Control Fire Police Course

h. EMT- At a minimum, New York State Basic EMT

ISSUED BY COUNTY CHIEFS PRESIDENT

Rich Roberts

ISSUED BY FIRE COORDINATOR

Scott Roman
PREFACE: This policy was adopted February 25, 2015 by the Cortland County Fire Chiefs Association to serve as a minimum standard that is to be maintained and adhered to by all fire departments operating in Cortland County.

PURPOSE: The elements described in this program are designed to ensure the safe and effective usage of respiratory protection for firefighters. OSHA standard 1910.134 section (a) (1) requires firefighters to establish and maintain a respiratory protection program whenever respirators are necessary to protect the health of firefighters.

The fire department will also comply with OSHA standard 29CFR 1910.134 (g) (3) which requires the fire department to coordinate the use and maintenance of respiratory protection and equipment, which is used to reduce employee exposure to air contaminate.

POLICY:

1. All wearers of a SCBA shall have a physical annually or at an appropriate Interval recommended in the NFPA 1582 medical standard (see chart A) prior to any use. Physician approval is required before a respirator shall be worn.

2. All wearers of a SCBA unit shall be evaluated after the consumption of a second cylinder of air. This evaluation is to be performed to assure that said firefighter is operating within his or her own body’s capacity.

3. All wearers of a SCBA shall operate in teams of at least two (2) firefighters with no exceptions. No exception to this guideline will be permitted. Firefighter safety is of utmost importance.
4. The two firefighters inside the structure must stay together, communicating and maintaining contact through voice, sight or touch so that if one individual undergoes some difficulty, the other is there to assist.

5. This mutually supporting team of at least two firefighters must have some means of communications with an individual outside the IDLH atmosphere who will monitor their safety and have at least two appropriately trained firefighters, in the appropriate respiratory and personal protective equipment, available to make an immediate response to assist those inside the structure.

6. Any and all teams shall comply with the OSHA standard 1910.134 while operating in an Immediate Life Hazardous Environment (IDLH). There shall be an additional team positioned near the interior teams' entry point, but not in the exposure area of the IDLH ready and equipped to affect the rescue of any interior firefighter should the need arise.

The Firefighter Assistance Team (FAST) shall be FAST certified as described in Cortland County Fire / EMS Policy 100 – 003 Firefighter Certification System and equipped with the tools and equipment described in Cortland County Fire / EMS Policy 300 – 005 Firefighter Assist and Search Team Policy. This safety team shall monitor the time, progress and safety of the interior team by means of radio. If at any time the FAST team is paced into operation to affect a rescue, a replacement team shall be assembled as soon as possible.

7. The only exception to complying with OSHA standard 1910.134 are if Immediate entry, without having a two out team present, into an IDLH environment will prevent potential injury or loss of life.

The Chief of Department or his / her designee will be responsible for the following:

A. IDENTIFICATION AND LOCATION OF AIR CONTAMINATE EXPOSURES:

1. EMT's responding to Incidents with potential air borne contaminates

2. Confined Space Rescue situations

3. Firefighters performing Interior structural firefighting

4. Firefighters responding to a hazardous materials Incident where a possible Inhalation hazard exists

5. Any other situation determined by the Incident Commander to require the use of a respirator

B. RESPIRATOR SELECTION:
1. Firefighters will wear Self Contained Breathing Apparatus (SCBA) of the positive pressure type

2. Respirators will provide a minimum 30 minutes of service

3. Respirators selected for EMS Operations will meet the appropriate standards

4. The department will list the number and style of air packs used on their Annual Participation Requirement Checklist

C. MEDICAL EVALUATION FOR USERS OF RESPIRATORS:

1. All wearers of a SCBA shall have a physical annually or at an appropriate interval recommended in the NFPA 1582 medical standard (see chart A) prior to any use. Physician approval is required before a respirator may be worn.

D. FIREFIGHTER TRAINING, EDUCATION AND FIT TESTING

Training in the use and limitations of respirators will be provided to all respirator users. The department will conduct initial training along with refresher training. During training, firefighters will be advised of the potential hazards associated with excessive exposure of inhalation of hazardous substances.

The department will perform quantitative fit testing annually. Note—facial hair, corrective glasses, goggles or other personal protective equipment cannot interfere with the face seal.

The department will maintain a record of all fit tests on an annual basis.

The following items will serve as a guide for the training:

1. The user will be instructed in the nature of the hazards for which the respiratory protection is being provided and informed of possible consequences, which may occur if exposed to such hazards without adequate protection.

2. Instruction will include a discussion of the respirator's capabilities and limitations and discussion of the parts of the device and the function and possible malfunction of each part.

3. A detailed discussion of the user's responsibility for inspection of equipment prior to use and the appropriate points of inspection will be included. Each user shall have access to a SCBA during this part of training.
4. Instruction and training will include guidance on proper storage, cleaning, maintenance and methods to assure adequate fit and function each time the SCBA is used.

5. Each user will wear a SCBA, practice fitting and adjusting equipment in an atmosphere of normal air.

6. The Quantitative Fit Testing procedure will be explained.

7. A record of firefighter names, dates, type of initial training and subsequent refresher training will be maintained.

E. RESPIRATOR CLEANING, MAINTENANCE AND STORAGE:

Cleaning and maintenance of respirators will be the responsibility of the members of the department. Procedures for cleaning, maintenance and storage are to be performed in accordance with the manufacturer's recommendations at least monthly and after every use.

F. RESPIRATOR PROGRAM EVALUATION:

The Chief or his / her designee on a periodic basis will conduct an overall evaluation of the respirator program. This evaluation will include inspection of all records of the program, observation of user proficiency, and random inspection of respirators for cleanliness, deterioration and proper storage.

<table>
<thead>
<tr>
<th>Chart A:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ages 29 and under — every 3 years</td>
</tr>
<tr>
<td>2. Ages 30-39 — every 2 years</td>
</tr>
<tr>
<td>3. Ages 40 and above — every year</td>
</tr>
<tr>
<td>4. Every year if physician considers it necessary</td>
</tr>
</tbody>
</table>

ISSUED BY FIRE COORDINATOR

__________________________

SCOTT ROMAN
200-010  Title- NO FIRE DEPARTMENT ACKNOWLEDGEMENT RESPONSE

Effective Date  December 21st, 2011

Next Scheduled Review

References –

Modified Date  CLASSIFICATION – STANDARD OPERATING GUIDELINE

Approved By -

PREFACE: This policy was adopted December 21st, 2011 by the Cortland County Fire Chiefs Association. This policy is to be adhered to by all fire departments operating in Cortland County and is a part of the Cortland County Department of Fire and Emergency Management Fire Service Mutual Aid Plan pursuant to section 209 of the General Municipal Law.

OBJECTIVE: Available personnel shortages on occasion are affecting Cortland County Fire Departments abilities to respond to requests for assistance. This policy is intended to insure that no alarms for response from any fire department go unanswered. This policy is intended to insure assistance is started from a secondary fire department approximately 10 minutes from time of alarm which is also the common 3rd Activation Time Stamp for reactivation.

POLICY:

1. The following sequence for activation of a fire department shall be used for all calls in Cortland County except for EMS calls—explained in clause 2 or where a run card is already in place for said alarm being dispatched:

<table>
<thead>
<tr>
<th>RESPONSE</th>
<th>STEP</th>
<th>TIME</th>
<th>PROCEDURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not applicable – Initial Alarm</td>
<td>Activation of Host Department</td>
<td>Time of Alarm</td>
<td>Host Department, Tones and Message</td>
</tr>
<tr>
<td>No Apparatus Enroute or Department Acknowledgement</td>
<td>Reactivation</td>
<td>5 Minutes after time of alarm</td>
<td>2nd Activation Host Department, Tones and Message</td>
</tr>
<tr>
<td>No Apparatus Enroute or Department Acknowledgement</td>
<td>Reactivation and activate mutual aid</td>
<td>10 minutes after time of alarm</td>
<td>3rd Activation Host Department as well as closest available mutual aid department as chosen by the DOERC</td>
</tr>
</tbody>
</table>
2. The following sequence for activation of a fire department shall be used for any EMS calls except for the City of Cortland Fire Department:

<table>
<thead>
<tr>
<th>RESPONSE</th>
<th>STEP</th>
<th>TIME</th>
<th>PROCEDURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not applicable – Initial Alarm</td>
<td>Activation of Host Department</td>
<td>Time of Alarm</td>
<td>Host Department, Tones and Message</td>
</tr>
<tr>
<td>No Apparatus Enroute or Department Acknowledgement</td>
<td>Reactivation</td>
<td>5 Minutes after time of alarm</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Activation Host Department, Tones and Message</td>
</tr>
<tr>
<td>No Apparatus Enroute or Department Acknowledgement</td>
<td>Prior to reactivation, the County 911 dispatcher will ask the TLC EMS dispatcher or the respective ambulance (such as Smith, Dryden, Tully, etc.) to poll the on scene ambulance to see if a department response is required or not</td>
<td>No emergency response required from host department</td>
<td>Host Department Tones and Message that department can stand down</td>
</tr>
<tr>
<td>No Apparatus Enroute or Department Acknowledgement</td>
<td>Prior to reactivation, the County 911 dispatcher will ask the TLC EMS dispatcher or the respective ambulance (such as Smith, Dryden, Tully, etc.) to poll the on scene ambulance to see if a department response is required or not</td>
<td>10 minutes after time of alarm – emergency response required</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Activation Host Department as well as closest available mutual aid department, except for the City of Cortland Fire Department as chosen by the Cortland County 911 Center, Tones and Message. The City of Cortland Fire Department will not be activated to respond mutual aid to departments that are going to a 3&lt;sup&gt;rd&lt;/sup&gt; Activation.</td>
</tr>
</tbody>
</table>
3. It is acknowledged by all 12 fire departments in Cortland County that this is the acceptable means for providing assistance to their departments in times when absolutely no response is generated by its inclusion in the Cortland County Department of Fire and Emergency Management Fire Service Mutual Aid Plan.

4. It is also acknowledged by all 12 fire departments in Cortland County that the insurance will be picked up by the host department that fails to respond just as in any mutual aid instance as defined in section 209 of the General Municipal Law.

5. It is also acknowledged by all 12 fire departments in Cortland County that the mutual aid department that responds on the 3rd Activation will be afforded all powers and responsibilities to request any assistance they need to mitigate the situation.

6. It should be noted that when any member or unit of the host department contacts the Cortland County 911 Center, ownership of that incident rests with said individual who makes contact with the 911 Center. At that point the parameters of this policy cease. Any and all additional requests need to come from individual / host department taking ownership of said incident.

ISSUED BY COUNTY CHIEFS PRESIDENT                  ISSUED BY FIRE COORDINATOR

RICH ROBERTS                                        SCOTT ROMAN
### 300-001

<table>
<thead>
<tr>
<th>Title - FIREFIGHTER ACCOUNTABILITY SYSTEM</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Effective Date</strong></td>
</tr>
<tr>
<td>February 23rd, 2000</td>
</tr>
<tr>
<td><strong>Next Scheduled Review</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Modified Date</strong></td>
</tr>
<tr>
<td>October 23rd, 2013</td>
</tr>
</tbody>
</table>

#### PREFACE:

The Cortland County Fire Chiefs Association adopted this policy on February 23rd, 2000. This policy was amended and adopted on September 21st, 2011, January 22nd, 2013 and October 23rd, 2013. This policy is to be adhered to by all Cortland County Fire Departments.

#### PURPOSE:

In order to improve fire ground safety for all members of the Cortland County Fire Service, it is necessary to be able to account for all personnel assigned to or working at the scene of a fire or rescue emergency. Additionally, 29 CFR 1910.134(b)(8)(OSHA) requires that appropriate surveillance of employee work area conditions and degree of employee exposures or stress to be maintained when SCBA is in use.

In order to simply and readily identify the certification level of firefighters on fire and emergency incidents, all members of the Cortland County Fire Service shall display a colored reflective sticker indicating their certification on his / her helmet.

#### REFERENCES:

29 CFR 1910.134(b)(8)

12NYCRR Section 800.7 - Emergency Escape and Self Rescue Ropes and System Components for Firefighters
SPECIAL NOTES: The Cortland County Department of Emergency Response and Communications will issue tags in accordance with Policy Number 100 - 003 "Firefighter Certification System". These are the only tags that are permitted for use by all 12 Cortland County Fire Departments.

It also needs to be noted and explicitly identified that the following departments have Emergency Escape Systems that contain descending type devices to control their descent from elevations greater than ground level:

Cortland, Cortlandville, Homer, Marathon, McGraw, Preble, Truxton, and Virgil

POLICY:

1. TAG COLOR CODES
   a. White - Support
   b. Orange - Recruit
   c. Red - Exterior
   d. Green - Interior
   e. Blue - FAST

2. In addition to accountability tags, firefighters shall display two (2) reflective stickers, clearly visible on both left and right sides of his/her helmet to signify their certification level. The color of the reflective sticker shall coincide with the accountability tag color coding system.

   Note – on traditional ribbed helmets, the sticker shall be in the space forward of the center rib area on each side of the helmet.

   Note – the reflective sticker will be purchased by the Cortland County Fire Chiefs Association and shall be the only stickers that meet this policy.

   a. No Sticker - Support
   b. Orange - Recruit
   c. Red - Exterior
   d. Green - Interior
   e. Blue - FAST

3. DEFINITIONS
   a. Firefighter Assistance Search Team (FAST) – a team of Interior firefighters who are designated for the single purpose of conducting search and rescue of downed, trapped or lost firefighters. Assigned by the Incident Commander, these firefighters must be fully equipped and prepared to react immediately upon orders from the IC. Once designated, they
may not be assigned any other task, unless the IC first arranges for substitutes.

b. Hazardous Environment – a hazardous environment is any environment that poses, or has the potential of posing an unreasonable risk to human health and life. Examples of said hazardous situations, but not limited to are:

- Contaminated Atmospheres or Oxygen Deficient Atmospheres
- Vicinity of Potential Explosions
- Vicinity of Haz Mat Leak or Spill
- Anywhere a person could fall from elevations greater than 20 feet
- Areas around a body of water where a person could fall and drown

c. Entry Officer – the entry officer will control the entry point by collecting the Task Accountability Tag from Firefighters prior to entering the structure. The Entry Officer must retrieve the tags left at the door.

The Entry Officer will remind each firefighter to arm their pass alarm device.

d. Entry Board – is a special board for maintaining firefighter accountability for firefighters entering a hazardous environment. The board is arranged with rings. Tags should be attached to the board by team and assignment with the team leader’s tag clipped to the leader’s tag.

e. Accountability Tags – ID tags used to account for firefighters presence on Emergency Incidents. Two tags are issued to each member with one being a scene tag and the second being a task tag.

f. Manpower Sector Officer – individual responsible for sending a runner to collect all of the accountability tags. The Manpower Sector Officer will also rotate personnel through the sector so that there is always relief crews prepared to be assigned.
METHOD:

1. Every firefighter and officer will be issued two accountability tags which are to be attached to the outside of their turnout coat. The accountability tags will have the following information listed on them:
   a. Front of Tag – Department Name, Name, ID#, Picture, Certification Level
   b. Back of Tag – Qualifications (Driver, Fire Police, EMS), agency and member ID

2. All brand new firefighters that are probationary, untrained and / or are enrolled in the New York State Division of Homeland Security – Emergency Services Scene Support Course, Basic Exterior Firefighting Operations Course, SCBA/Interior Firefighting Operations Course or the Cortland County Firefighter Training Series shall be issued tags that say Recruit with an Orange Stripe on them. One of the two tags will be used as the scene accountability tag. The other tag will be used as an on scene identification tag to indicate firefighters not qualified for interior structural firefighting.

3. Firefighters who have received Scene Support or higher but may no longer operate on the fireground may receive plain white SUPPORT tags. These members would be those who only drive, operate as fire police and or ems personnel. Firefighters who throw ladders, operate hose lines, operate extrication equipment should be trained to and receive the Exterior Level.

4. Firefighters not qualified for interior structural firefighting but possess at a minimum the New York State Division of Homeland Security – Emergency Services Scene Support Course may be issued ID tags that say Exterior with a Red Stripe on them. One of the two tags will be used as the scene accountability tag. The other tag will be used as an on scene identification tag to indicate firefighters not qualified for interior structural firefighting.

5. Firefighters qualified for Interior structural firefighting and SCBA use may be issued ID Tags that say Interior with a Green Stripe on them. One of the two ID tags will be used as the interior accountability tag.

6. Firefighters qualified for FAST Operations may be issued tags that say FAST with a Blue Stripe on them. One of the two ID tags will be used as the interior accountability tag.

7. Firefighters whose training requirements vary and don’t necessarily fit into any of the listed certifications will be issued tags that say Support and will be all white. The designation will be defined by the Authority Having Jurisdiction. Support Members shall be limited to Fire Police, Drivers and EMS personnel. Firefighters who operate on the fireground throwing ladders, stretching hose,
operating extrication equipment, etc... shall be classified as Exterior as a minimum.

8. When arriving on a fire truck, one of the firefighter’s accountability tags will be placed on the ring on the driver’s side mirror.

9. Firefighters arriving at the scene of an incident during the “set up” stage will tag in on the nearest fire truck and assist anywhere they are needed (hooking hydrants, ventilation, rescue, initial attack, etc...).

10. Firefighters arriving on the scene after the operations have begun will report immediately to the manpower staging area assigned to that incident and tag in.

11. Firefighters will immediately don full protective equipment and those who are Interior or FAST will also don an airpack.

12. Just prior to entering a Hazardous Environment or beginning interior structural firefighting, the firefighter’s task tag will be given to the Incident Commander or Entry Officer if one has been assigned.

13. If the Incident Commander is not available or an Entry Officer has not been assigned, the firefighters will hook their tags to the team leaders tag and attach it to the entry board if available. If no entry board is available, the firefighters will hook their tags together. The entry board or firefighter accountability tags will be left at the hinged side of the door before entering the structure.

14. Once an Entry Officer is assigned, the tags will be collected.

15. Roof Sector Personnel must tag in —

   a. With the Entry Officer if one has been assigned

   b. On the ring located at the pump panel of the aerial

   c. With the Incident Commander when climbing ground ladders

16. When you are given an assignment you will proceed to do the task in which you were given. After completing that assignment or upon exiting the structure or other Hazardous Environment, you will retrieve your Accountability Task Tag and return to the manpower staging area and await further assignments. At the end of each assignment you will always return to the manpower sector.
RESPONSIBILITIES

1. Incident Commander

   a. It is the responsibility of the Incident Commander to account for all personnel involved in mitigating a fire, hazardous materials or rescue emergency.

   b. A FAST Team must be designated as soon as possible on all working structure fires and other confined space or hazardous environment incidents. The incident Commander should keep the FAST Team with the Command Post at all times.

2. Firefighters

   a. Upon exiting the structure or other hazardous environments, firefighters must retrieve their Accountability Task Tags.

   b. In the interest of firefighter safety, the Accountability System is intended to be the means for accounting of firefighters. It is the responsibility of all firefighters to participate in the program fully.

ISSUED BY COUNTY CHIEFS PRESIDENT

Michael Biviano

ISSUED BY FIRE COORDINATOR

Scott Roman
Appendix B

Annual Participation Requirement Checklist
Annual Participation Requirements Checklist for: 

(Department) 

Checklist to be filed with Cortland County Department of Emergency Response and Communications by January 31st of each year.

Date Submitted: ____________________ Submitted by: ____________________

- Please note by signing this checklist, you are attesting to meeting the conditions indicated in full compliance.

<table>
<thead>
<tr>
<th>Participation Requirements</th>
<th>Completed On – List Date</th>
<th>Officer Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pump Testing per NFPA Standard 1911</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Party SCBA Testing per NFPA Standards 1404, 1500, and 1582</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Party Breathing Air Compressor Test per NFPA Standard 1989</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ground Ladder Testing per NFPA Standard 1932</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerial Ladder Testing per NFPA Standard 1914</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hose Testing per NFPA Standard 1962</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All incidents shall be reported to and on file with the NYS OFPC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reviewed the Cortland County Fire / EMS Policy Manual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Filing Requirements Date Completed or Filed with DOERC – List Date</td>
<td></td>
<td>Officer Signature</td>
</tr>
<tr>
<td>Firefighter Certification System 100 – 003 conditions met</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Respiratory Protection Program 100 – 006 conditions met</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firefighter Accountability System 300 – 002 conditions met</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firefighter Certification Rosters Complete in accordance with Firefighter Certification System Policy 100-003</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mutual Aid Insurance Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any and all Inventory Changes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Style and number of air packs being used</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I-300 Exception for Chief Officer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Enclosed is an updated agreement for your review. Please note Family Health Network has not had a rate increase since 2018. Our new pricing reflects a small increase in the cost of services provided to your company through our Occupational Health Program. The new prices will be effective March 1, 2020.

Please review and sign the agreement and return. After obtaining all necessary signatures, a copy will be returned for your records.

As always, at Family Health Network our mission is to provide quality care and services. Thank you for giving us the opportunity to help you provide a safe and healthy environment for your employees.

If you have any questions feel free to contact me at (607)758-9515.

Sincerely,

Amy Stone
Occupational Health Coordinator
Family Health Network
Agreement

Family Health Network of Central New York, Inc. Occupational Health Services, (hereinafter referred to as “FHN”) will provide the City Of Cortland, (hereinafter referred to as COC) with the services as outlined below. This agreement will be effective March 1, 2020 and will remain in effect until this agreement is terminated. Either party upon 60 days-advanced written notice may terminate this agreement.

FHN agrees to provide COC with services as requested. COC will call FHN’s Cortland office at (607) 758-9515 to schedule these services. The applicant should provide the appropriate forms upon arrival for services.

FIRE FIGHTER:
(Mandatory for all fire fighters according to OSHA)

<table>
<thead>
<tr>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Physical</td>
<td>$95.00</td>
</tr>
<tr>
<td>Vision screening</td>
<td>$16.00</td>
</tr>
<tr>
<td>Audiometry</td>
<td>$16.00</td>
</tr>
<tr>
<td>UA</td>
<td>$12.00</td>
</tr>
<tr>
<td>Pulmonary Function Testing...</td>
<td>$43.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$182.00</strong></td>
</tr>
</tbody>
</table>

(Recommended for fire fighters who are involved in Hazardous Materials Operations)- performed at FHN but processed through CMH* (Please note that Quest updates their bloodwork prices in May 2020)

<table>
<thead>
<tr>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>EKG with interpretation</td>
<td>$46.00</td>
</tr>
<tr>
<td>Lipids</td>
<td>$41.00</td>
</tr>
<tr>
<td>Blood Draw</td>
<td>$10.00</td>
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<tr>
<td>Handling fee</td>
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<tr>
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<td>CBS</td>
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<tr>
<td>PSA</td>
<td>$116.33</td>
</tr>
<tr>
<td>*Chest PA &amp; Lateral</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

FHN billing for services will be done monthly in arrears. COC agrees to render payment within 30 days of receipt of a valid invoice/statement.
City Of Cortland

Amy Stone
Occupational Health Coordinator
Family Health Network of CNY, Inc.

APPROVED AS TO FORM
RICHARD VANDONSEL, ESQ.
DATE 12/19
SIGNATURE

Date

Date
RESOLUTION BY THE AUTHORITY HAVING JURISDICTION AUTHORIZING PARTICIPATION IN THE CORTLAND COUNTY FIRE MUTUAL AID PLAN:

_____________________________ offered the following resolution and moved its adoption for the_________________ Fire Department to participate in the Cortland County Mutual Aid Plan as now in force and as amended from time to time and certifies to the Cortland County Legislature through the Cortland County Fire Coordinator that no restriction exists against “outside service” by such fire department or fire company within the meaning of Section 200 of the General Municipal Law which would affect the power of such fire department or fire company to participate in such plan.

And be it further resolved that a copy of this resolution be filed with the Cortland County Fire Coordinator annually.

_____________________________ seconded the resolution.

Voted: In favor ________ Opposed ________

AUTHORITY HAVING JURISDICTION:

Signed: ____________________________

By: ________________________________

Title: ______________________________

Date: ______________________________

FIRE CHIEF:

Signed: ____________________________

By: ________________________________

Date: ______________________________

Note:

Villages: The Board of Fire Commissioners, if any should adopt the resolution; if there is not a Board of Fire Commissioners, and then the resolution should be adopted by the full Village Board.

Towns: The Town Board should adopt the resolution when the fire department has their headquarters outside villages and or Fire Districts are located in Fire Protection or Fire Alarm Districts.

Fire Districts: The Board of Fire Commissioners should adopt the resolution.
Sidewalk Snow Removal Bid for the City of Cortland

December 20, 2020

My name is Matt Taylor. I reside in Virgil and have been a resident for 35 years. My dad, Dale Taylor, was the owner of Sarvey Shoe Store for many years. My mom, Kathy Taylor, was the kindergarten teacher in Virgil for 30 years. I am currently working part-time with Joe Hassett doing snow removal for 10-15 properties. If you need a reference feel free to contact Joe. I am interested in sidewalk snow removal for the City of Cortland for 2020. I would be working alone so my goal is to complete requested properties in 2-4 days depending on amount of snow, ice conditions, and number of sidewalks requested. Based on my first day doing interim snow removal, given average conditions, I should be able to complete 10 properties within 48 hours of request. I am willing to charge $0.75 per linear foot of standard 4 foot sidewalk. Any sidewalks wider than 4 feet would be negotiated with the City at a fair and acceptable rate.

My liability insurance was submitted to the City by Kerri Bushnell of Bailey Insurance on 12/18/2019. It is in the amount of 1,000,000 with a 2,000,000 aggregate.

Please feel free contact me at my cell: 845-376-0807 or my parent's house phone: 607-835-6721.

Respectfully submitted,
Matt Taylor
By submission of this BID, each bidder and each person signing on behalf of any bidder certified, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this BID have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any bidder or with any competition;

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 submit a bid for the purpose of restricting competition.

Firm: Matthew Taylor

Address 1989 Alpha Circle Apt 100
          10th Ave NY 13045

Signature

Title Matt Taylor, Snow Removal

Phone 815-376-0607 or home: 607-835-6721
Hart Lawn Care Bid for City of Cortland Code Enforcement Service.
Address 3961 Fieldcrest Drive
Cortland Ny
Phone 607 591-1147
Owners John Stiles Jeff Stiles

1. Contractors response time from work assignment receipt until commencement of work
   - 24 hour from time of request

2. Ability to provide before and after pictures of all assignments
   - yes

3. Price per hour for grass / vegetation cutting (indicate equipment anticipated to be used).
   - Price per hour $10 per man hour Minimum 1 hour
   - all proper equipment will be used

4. Price per linear foot for snow / ice removal from sidewalks (indicate equipment anticipated to be used).
   - Price per linear foot $7.50 per linear foot. Or $60 per hr.per person per hr. 1 hour minimum
   - all proper equipment will be used

5. Price per hour for garbage pick up, clean up, removal, and bringing to dump from properties (indicate equipment anticipated to be used).
   - price per hour $50 per man hour Minimum 1 hour
   - all proper equipment will be used

6. Price per hour for miscellaneous other activities.
   - Price per hour $50 per man hour Minimum 1 hour

7. Hart Lawn Care has 5 employees we have been in business since 2013.

8. Hart Lawn Care has all equipment needed to provide required services
   
   All insurance information to be provided upon request

Thank you
Hart lawn Care
STATEMENT OF NON-COLLUSION IN BIDS
TO THE
CODE ENFORCEMENT OFFICE
CITY OF CORTLAND

By submission of this BID, each bidder and each person signing on behalf of any bidder certified, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this BID have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competition;

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 submit a bid for the purpose of restricting competition.

Firm: Hart Law Care
Address 396 Fieldcrest Dr
Cortland NY 13045
Signature John Smith
Title Owner
Phone 691-1147
CITY OF CORTLAND
Request for Proposals

Clinton Avenue Sewer Lateral Replacement

1. **Request**: The City of Cortland, located in Cortland County, is seeking proposals from qualified consultants or consulting firms to provide Program Delivery and Administrative Services in conjunction with a 2019 Community Development Block Grant (CDGB) (City of Cortland NYS OCR 285WS331-19). The relevant information is set forth below.

2. **Description of Grants**: With $451,400 in CDGB funds the City will provide assistance to residential property owners on Clinton Ave. with the replacement and/or upgrade of sewer laterals. Priority will be given to residential properties with components that pose a health and safety threat to the occupants, the frail elderly, and veterans.

3. **Services to be Provided**:
   
   A. **Replacement Grant**:
      
      1. Provide final design for all replacement activities;
      2. Establish or update eligible contractors list;
      3. Identify all eligible properties and contact homeowners;
      4. Establish replacement guidelines;
      5. Provide client intake and qualification;
      6. Perform preliminary property inspections, prepare work write-ups and cost estimates;
      7. Assist homeowners in contractor selection;
      8. Bid all work;
      9. Encumber contracts;
      10. Prepare such documents or agreements as may be necessary;
11. Work with City's Corporation Counsel, if required;

12. Provide all necessary final inspections;

13. Act as liaison between City, property owner, and contractor;

14. Monitor total expenditures on all properties and provide data on program for all reports.

15. Provide an EPA Lead Based Paint Risk Assessor to assure program complies with Lead Based Paint Hazard requirements.

16. Provide a BPA certified Energy Audit for each project.

17. Work with Cortland County and NYS Departments of Health as may be required.

18. Coordinate activities with the City's Department of Public Work

B. General Administration:

1. Prepare all necessary contract and payment documentation;

2. Develop and maintain separate grant accounting systems;

3. Prepare and submit necessary financial reports to NYS Office of Community Renewal;

4. Prepare and submit status of fund reports and other reports to City as directed;

5. Work with City's Deputy Finance Director to assure all accounting is included in City accounting system.

C. Miscellaneous:

1. Attend Clinton Avenue Project Meeting as may be necessary

2. Advise Common Council and Mayor in all matters relating to grants and NYS regulations;
3. Prepare amendments as necessary;

4. Prepare Environmental Reviews pursuant to NEPA and SEQRA guidelines;

5. Prepare and submit all program reports required by NYS and/or the City of Cortland;

6. Prepare all closeout documentation required by NYS for grant upon completion of each;

4. Submission Requirements:

A. Statement of qualifications, including identification of at least five similar housing rehabilitation programs that have been administered;

B. Relevant references (minimum of three) from local governments that are aware of work experience with CDGB grants;

C. Management Plan including identification and description of the location in the City of Cortland where client services will be provided;

D. Timetable for completion of projects;

E. Cost Proposal.

5. Evaluation Factors: The following will be reviewed by the Mayor and Director of Administration and Finance for purposes of evaluation of responses and selection:

A. Qualifications and references; including experience in similar community development projects administration (Minimum Qualifications are providing Program Delivery and Administrative services for at least one infrastructure or community assistance project that used CDBG funding);

B. Management and availability; including project schedules, management plan, level of services provided, physical proximity to organization's personnel;
C. Cost and reasonableness of fee; consideration of fee as related to service, charges for reimbursables;

D. Ability to interface with existing grants administration; including working with consultant administering current Community Development or Infrastructure programs to insure continuity in overlapping areas such as construction timetables and reporting requirements;

E. Other factors deemed important by the community, including previous experience with the consultant;

6. **Submission of Proposals:** The City of Cortland will accept proposals from qualified consultants and consulting firms until Noon on December 31, 2019. Proposals should be clearly marked "RFP-SEWER LATERAL REPLACEMENT PROGRAM" on the outside and received in the City Clerk’s Office, which is located on the main floor of City Hall, 25 Court Street, Cortland, New York 13045.

7. **Selection and award of contract:** Proposals will be reviewed immediately upon receipt. Selection will be made on or about January 1st, 2020.

8. **Questions about this RFP:** Please direct all questions about this RFP to Mack Cook, Director of Administration and Finance at (607) 756-7312.
City of Cortland
CDBG Water and Sewer Lateral Replacement Program
Administration and Program Delivery Services

Introduction

Thoma Development Consultants (Thoma) has a depth of familiarity in the management of Community Development Block Grant (CDBG) Programs and can provide exceptional services to the City for its program. We have provided community development services for municipal customers for the past thirty-nine years and have worked with the City of Cortland on other CDBG housing projects, partnering with the City to foster an environment for a better tomorrow.

We have reviewed a copy of the City's Request for Proposals (RFP) and believe our firm is most qualified to carry out the proper program delivery and administrative tasks with respect to the City's newly awarded CDBG Grant for a City-Wide Sewer Lateral Program.

Thoma will undertake the following tasks in administering the City of Cortland’s CDBG Program to comply with the scope of services stated in the City’s RFP:

Task 1: Program Start Up

Thoma will complete the following tasks at the startup of the CDBG Grant Program:

- Prepare the Environmental Review Record, which includes assisting the City in complying with the State Environmental Quality Review Act (SEQRA) and National Environmental Protection Agency (NEPA) requirements.

- Assist the City in finalizing program design and guidelines.

- Develop a grant accounting system and work with the City to ensure all accounting is included in the City’s accounting system.

- Develop a file maintenance system for the City, including preparation of files for the system.

- Develop an Eligible Contractors List, which includes advertising for contractors.

- Prepare/update the City's plans, such as Fair Housing, Implementation Plan, and other plans, related to the requirements of the CDBG Program.
Task 2: Intake and Qualification of Program Participants for Water and Sewer Lateral Replacement Program

Under Task Two, Thoma will complete the following:

- Advertise for and contact potential program participants.
- Establish a system to facilitate submission of applications.
- Perform preliminary property inspections and discuss with property owners.
- Perform work write-ups for selected properties.
- Conduct or contract for an EPA Lead Based Paint Risk Assessment, if necessary.
- Conduct or contract for a BPA certified Energy Audit for each project, if necessary.
- Assist the property owner in contractor selection for bids.
- Prepare specifications and assist property owners in bidding work.
- Submit program participants to the City Board.

Task 3: Monitoring and Completion of Water and Sewer Lateral Work

Under Task Three, Thoma will complete the following:

- Encumber funds for the approved work.
- Prepare program documents.
- Monitor the progress of work expenditures on each property.
- Assist the City with required security filings on each property.
- Inspect all approved work including final inspections.
- Conduct or contract for an EPA Lead Based Paint Clearance, as required.
Task 4: Grant Administrative Work

Under Task Four, Thoma will complete all administrative tasks related to the grant, including the following:

- Prepare all payment and drawdown documentation.
- Submit monthly reports to the Mayor and City Council.
- Attend City Council meetings, as necessary.
- Advise the City on matters relating to the grant program and/or the Office of Community Renewal (OCR).
- Upon approval by the Mayor and City Council prepare grant amendments or modifications, as needed, and prepare Conflict of Interest Waivers.
- Prepare all reports required by the Office of Community Renewal (OCR) including status, annual performance, final reports, and close out.
City of Cortland
CDBG Water and Sewer Lateral Replacement Program
Administration and Program Delivery Services

Administration and Program Delivery Fees

Thoma will provide Program Delivery Services for a total cost of $58,000 and Administrative services for a total cost of $21,500, plus reimbursables. All fees to be disbursed according to the following schedule:

**Program Delivery**

<table>
<thead>
<tr>
<th>Final Program Design:</th>
<th>$3,000</th>
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<tbody>
<tr>
<td>Initial Client Contact:</td>
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<tr>
<td>Funds Encumbered:</td>
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<tr>
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**Administration**

<table>
<thead>
<tr>
<th>Complete Environmental Review:</th>
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<tr>
<td>Funds Expended:</td>
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<tr>
<td>10%</td>
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<td>100%</td>
<td>$1,650</td>
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</table>

**Total Fee for the Duration of the Program:** $79,500
City of Cortland  
CDBG Water and Sewer Lateral Replacement Program  
Administration and Program Delivery Services

Reimbursable Costs

Reimbursable costs will include all out-of-pocket expenses that Thoma Development Consultants (Thoma) incurs during the life of this project which are eligible expenditures from grant funds. These reimbursable costs include, but are not limited to, copying, postage, photographs, advertising, and fax transmissions. Mileage is not included. Overnight travel expenses are only included when authorized in advance by the City.

Direct Project Costs

Direct projects costs are soft costs directly associated with individual projects, including lead-based paint testing/clearance and energy audits. Thoma will provide these services directly or indirectly through a sub-consultant. Lead-based paint testing and clearance will be charged at a cost of $750 per project. Energy audits will be charged at a cost of $350 per project.

Program Schedule

Thoma is familiar with the 24-month program schedule proposed in the City of Cortland's CDBG Grant application and is also familiar with the requirements placed on the City by the Office of Community Renewal (OCR). We feel confident that we can complete this project within that timeframe.

NAME: RICHARD CUNNINGHAM  
SIGNATURE: [Signature]
CORTLAND COMMUNITY/PERMA
WORKERS' COMPENSATION COOPERATIVE

The Signatories hereafter set forth state:

WHEREAS, the County of Cortland in 1957 adopted a Local Law for the provision of Workers' Compensation for its municipal employees and other Cortland County municipalities; and

WHEREAS, the manner by which each municipality was charged was based upon a formula using factors such as assessment value and claims made; and

WHEREAS, over many years this program benefitted the municipalities and their many employees and was a prime example of community partnership; and

WHEREAS, it has now been determined that the factors used and the resulting amounts no longer properly or fairly reflect the appropriate expense to each municipality, and the fund must expand to a larger and more stable body of participants.

NOW THEREFORE it is agreed by and between each signatory herein:

1. Each retains the services of the Public Employee Risk Management Association Inc. (PERMA) for its ongoing Workers' Compensation Administration, starting January 1, 2020.

2. PERMA, after a diligent review of factors including each municipality’s claims, and salaries, will establish the premium to be paid by that municipality.

3. PERMA shall thereafter administer each municipal Workers’ Compensation Program pursuant to the agreements with each municipality.

4. Each signatory herein shall also contribute to the resolution and administration of so called “tail claims”, with the remaining funds to be primarily funded by the balance of funds remaining in the revenues under the prior “County Plan”;

5. Should additional funds be required beyond the available remaining revenues, each municipality shall be assessed an amount equal to the 2019 percentage of the amount determined by the Assessment. Payment shall be made quarterly to an account established by the Cortland Community/PERMA Workers’ Compensation Cooperative. The schedule of 2019 percentages is attached hereto, and incorporated herein by reference, and marked “2019 Assessments.” Calculation of amount needed for claim(s) multiplied by percentage per “2019 Assessment” (attached) = amount to be paid by municipality.

6. The Cooperative, by its Chair, shall execute and enter into a contract with PERMA to act as a Third Party Administrator of the “tail claims.” A copy of said contract is attached hereto and incorporated herein by reference.

7. Henceforth all Volunteer Firefighter Workers' Compensation costs for each town, city or district shall be carried by those municipalities, and the County of Cortland is relieved of any associated costs.

8. Each municipality may exit and enter this program with written notice being delivered to the broker of record by August 1, of the current calendar year with the time of entry or exit being
January 1, of the next calendar year. Each signatory shall provide to the broker a record of the resolution of its board or governing body setting forth its intent to enter the cooperative.

9. In an effort to maintain cooperation and regular communications, a board of directors shall be formed with each signatory having one representative, each with an equal vote. Rules for the Board are annexed hereto.

Date:

Signature  
County of Cortland  
By:

Signature  
City of Cortland  
By:

Signature  
Town of Cincinnatus  
By:

Signature  
Town of Cortlandville  
By:

Signature  
Town of Cuyler  
By:

Signature  
Town of Freetown  
By:

Signature  
Town of Harford  
By:

Signature  
Town of Homer  
By:

Signature  
Village of Homer  
By:

Signature  
Town of Lapeer  
By:

Signature  
Town of Marathon  
By:
Town of Cuyler Fire District

By:

Signature ____________________________

Town of Harford Fire District

By:

Signature ____________________________

Town of Marathon Fire District

By:

Signature ____________________________

Village of McGraw Fire District

By:

Signature ____________________________

Town of Preble Fire District

By:

Signature ____________________________

Town of Truxton Fire District

By:

Signature ____________________________

Town of Willet Fire District

By:
WORKERS' COMPENSATION COOPERATIVE BOARD

1. At the first meeting, shall elect a Chair and Secretary of the Board to serve for a term of one year. No Chair may serve more than two (2) consecutive terms.

2. From time to time, as needed, shall appoint such committees as deemed necessary to conduct its business, and report to the full Board. Committee members need not be, but may be, Board members.

3. Shall meet at least quarterly. A special meeting may be called by the Chair or by at least three (3) members of the Board upon at least 24 hours advance notice, in writing (including email).

4. Shall be authorized to hire such experts necessary to conduct its business.

5. Shall follow Roberts Rules of Order to conduct its meetings unless other rules supersede.

6. Shall distribute minutes of its meetings and statement of finances to its members. Minutes and statements will be distributed by email unless regular mail is specifically requested.

7. Any member of the Cooperative may attend Board meetings, but shall have no vote, and may not participate in discussions unless recognized by the Chair.
RESOLUTION TO JOIN MUNICIPAL GROUP SELF-INSURANCE PROGRAM

WHEREAS, the Authorized Representative of the City of Cortland desires to secure the City of Cortland's obligation to provide volunteer firefighters' benefit law, volunteer ambulance workers' benefit law and workers' compensation benefits, as applicable, through participation in a group self-insurance program of which the City of Cortland will be a member,

The Authorized Representative of the City of Cortland, duly convened in regular session, does hereby resolve, pursuant to, and in accordance with the provisions of Section 50 of the New York State Workers Compensation Law and other applicable provisions of law and regulations thereunder, as follows:

Section 1. The Authorized Representative (hereinafter "Representative") of the City of Cortland does hereby resolve to secure the City of Cortland's obligation to provide volunteer firefighters' benefit law, volunteer ambulance workers' benefit law and workers' compensation benefits, as applicable, through participation in a group self-insurance plan of which the City of Cortland will be a member;

Section 2. The Representative of the City of Cortland does hereby resolve to become a member of Public Employer Risk Management Association, Inc., a workers' compensation group self-insurance program for local governments and other public employers and instrumentalities of the State of New York;
Section 3. In order to effect the City of Cortland’s membership in said group self-insurance program, the authorized officer of the City of Cortland is hereby authorized to execute and enter into the Public Employer Risk Management Association Workers’ Compensation Program Agreement, annexed hereto as Exhibit A, on behalf of the City of Cortland.

Section 4. This Resolution shall take effect immediately.

CERTIFICATION

I, ____________________________, do hereby certify that I am the ____________________________

Name  Title

of the City of Cortland and that the foregoing constitutes a true, correct and complete copy of a Resolution duly adopted by the Representative of the City of Cortland at a meeting thereof held on ____________.

Date

Dated:

Name and Title

Signature

[Seal if available]
2019 WORKER'S COMPENSATION ASSESSMENTS
Program Agreement for Third Party Administration Services

THIS AGREEMENT dated as of ____________ is entered into by and between the Public Employer Risk Management Association, Inc. ("PERMA"), a New York not-for-profit corporation having its principal place of business at 9 Cornell Road, Latham, New York 12110 and «Member_Name», a __________, having its principal place of business at «Address1», «Address2», «City», «State», «Zip» (the "Member"), for administrative services to be provided by PERMA or Northeast Association Management, Inc. ("NEAMI") in connection with the Member’s obligation to provide workers' compensation benefits for and to its employees.

1. Purpose. The Member desires to engage PERMA to provide Worker's Compensation Law claims administration services for certain "tail claims" that have arisen and PERMA is willing to provide those claims administration services upon the terms set forth in this agreement.

2. Definitions. For purposes of this agreement, the following terms will have the meanings indicated:

a. "Allocated Loss Adjustment Expenses" means all costs and expenses PERMA and NEAMI incur that are attributed to the processing of Tail Claims, including, but not limited to, fees, costs, assessments and other charges imposed by the Workers’ Compensation Board, medical cost containment and management services, in the amounts set forth in Schedule B, attorneys’ fees and disbursements, court reporter services and transcripts, deposition charges and transcripts, fees for the service of process, court costs, courier/express mail, appeal bonds, printing costs related to trials and appeals, witness and expert fees, medical examinations and review, laboratory costs, engineering fees, independent adjustor fees, surveillance, photography and similar costs and expenses reasonably incurred and related to the investigation and defense of claims or the protection and collection of subrogation rights of the Member.

b. "Benefit Payments" means payments that are required by the Workers’ Compensation Law and the rules, regulations and decisions of the Workers’ Compensation Board to be made to claimants, providers and other vendors with respect to a Tail Claim.

c. "Electronic Data Interchange or EDI" means the Worker’s Compensation Board has adopted Claims Electronic Data Interchange Release 3.0, as adopted by the Workers’ Compensation Board, or such other electronic data interchange as may be adopted by the Workers’ Compensation Board.

d. "Tail Claim" means existing indemnity and medical worker’s compensation claims and all Worker’s Compensation Board awards against the Member that arose prior to «Date_indiv_SI Ended» that the Member has assigned to PERMA to administer.
3. **Term.** This agreement will be effective on «STATUS» and will continue in force for one year, unless sooner terminated in accordance with paragraph 8.

4. **PERMA’s obligations.** During the term of this Agreement, PERMA, either itself or through a contract between PERMA and NEAMI, will provide to the Member the services provided for in this agreement with respect to Tail Claims. PERMA will, as appropriate:

   a. Process claims and disburse Benefit Payments within the timeframe required by the Worker’s Compensation Law, provided that the Member advances the funds required and approves payments in accordance with the requirements of this agreement;

   b. Contract with WellComp/CareWorks or another third party for review of medical bills, and with Optum or another third party for pharmacy benefit management services, all at the sole cost and expense of the Member;

   c. Cause all required workers’ compensation forms to be prepared and filed;

   d. Contact the injured employee or employees, as appropriate;

   e. For those Members paying by wire/automated clearing house (ACH) transfer, provide to the Member, on a weekly basis, a check register for each check run the previous week and drawn on the bank account established by the member;

   f. For those Members paying by cash, provide to the Member, on a monthly basis, an invoice and check register for each check run during the previous month and drawn on the bank account established by PERMA for the member;

   g. Retain and supervise, on behalf of and at the sole cost and expense of the Member, legal counsel necessary for the prosecution or defense of any claim or litigation related to a claim, subject to the approval of counsel by the Member, which shall not be unreasonably withheld or delayed;

   h. Attend, through a representative of PERMA or NEAMI, or an attorney retained by PERMA or NEAMI, all compensation hearings;

   i. Promptly advise the Member of Worker’s Compensation Board decisions related to each claim;

   j. Initiate a challenge to any other administrative decisions made by an Administrative Law Judge or seek to correct a factual error in an administrative decision, if PERMA determines that it is reasonably necessary to do so;

   k. Recommend to the Member whether to request a modification, rescission or review of an award or decision of the Worker’s Compensation Board, a panel of the Board, an Administrative Law Judge issued after a hearing and after the exhaustion of administrative remedies, recommend whether to file a judicial appeal and act upon the Member’s decision once made;
1. Settle claims within the authority given PERMA by the Member or as otherwise agreed in writing by the Member and PERMA; and

m. Pay all claims by check identifying the Member as the insurer.

5. The Member’s obligations. The Member will:

a. Pay all Benefits Payments by either wire/automated clearing house (ACH) transfer or cash advance.

i. If paying by wire/automated clearing house (ACH) transfer, the Member must deposit and maintain, in a bank account identified to PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 30-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly replenish the account to the estimated amount by wire/ACH transfer. If PERMA decrease the estimate, PERMA will return the excess amount to the Member. Within 48 hours of receiving from PERMA the check register for each check run the previous week and drawn on the bank account established by the member, the Member will review the check register and transfer to PERMA sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the deposited amount to pay the Benefits Payments. If the amount of the Benefits payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member deposits the necessary funds. If PERMA is required by the Workers’ Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the deposit required by this paragraph, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member’s account.

ii. If paying by cash advance, the Member must deposit and maintain, in a segregated bank account established by PERMA, the amount of the Benefit Payments and Allocated Loss Adjustment Expenses PERMA estimates will be required to be paid or incurred during a 90-day period. PERMA may increase or decrease the estimate as PERMA reasonably determines. If PERMA increases the estimate, the Member will promptly pay the additional amount to PERMA. If PERMA decreases the estimate, PERMA will hold the excess amount to be applied to future Benefit Payments and Allocated Loss Adjustment Expenses, and the Member’s future required contributions will be reduced accordingly. Within 48 hours of receiving from PERMA the check register for each check run the previous month and drawn on the bank account established by the member, the Member will review the invoice and check register and pay to PERMA, by the 10th day of the month, sufficient funds to cover all payments reflected in the register. If the Member is unable to pay that amount within the time required, PERMA will draw on the
deposited amount to pay the Benefits Payments. If the amount of the Benefits payments exceeds the amount of the deposit that is available, PERMA will not make the Benefits Payment until the Member pays the necessary funds to PERMA. If PERMA is required by the Workers’ Compensation Board to pay a penalty for paying Benefits Payments late because the Member failed to make the payments required by this section, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member’s account.

b. Pay to PERMA, within 30 days of invoice, an annual administrative fee for each claim in the amount set forth in Schedule A and all Allocated Loss Adjustment Expenses.

c. Promptly upon the commencement of this agreement, and thereafter as may be required by PERMA, provide or cause to be provided to PERMA all required EDI and any other information required by the Worker's Compensation Board. The Member must provide the EDI and other information, at the Member’s sole cost and expense, in a form reasonably acceptable to PERMA. If PERMA is required by the Workers' Compensation Board to pay a penalty because the Member has failed to provide EDI or any other information, the Member will be liable to PERMA for the penalty and PERMA will deduct the amount of the penalty from the Member’s account.

d. Cooperate fully with PERMA by (i) providing all information PERMA reasonably requests, including all information PERMA reasonably deems necessary or helpful to defend any claim; (ii) if another individual or entity is currently holding the Member’s funds with respect to any Tail Claims, directing that individual or entity either to transfer those funds to PERMA or to refund those funds to the Member; (iii) when requested by PERMA, attend hearings and trials by an employee or other person knowledgeable of the facts and authorized to resolve the claim; (iv) assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and conducting all hearings, suits and other proceedings; (v) arrange that all claims, all related inpatient and outpatient provider bills of any type and any other correspondence that is received relating to Tail Claims, are sent directly to PERMA.

e. Pay any costs and expenses incurred in the fulfillment of these obligations of the Member.

6. Member Compliance with Worker's Compensation Law. This Agreement does not assign or delegate to PERMA any responsibility the Member has under the Worker's Compensation Law, including, but not limited to, the Member's obligation to provide workers' compensation benefits to its employees, the Member's obligation to report with respect to workers' compensation claims and the Member's record retention obligations with respect to workers' compensation claims. The Member is responsible for all fines and penalties issued under the Worker's Compensation Law as a result of the Member's failure to satisfy those obligations. PERMA does not accept or assume any such responsibility, in whole or in part.
7. **Indemnification.** PERMA assumes no liability for any obligation of the Member under the Workers’ Compensation Law or any decision of the Workers’ Compensation Board. The Member will indemnify, defend and hold PERMA, its subcontractors and their respective affiliates, owners, partners, members, officers, directors, shareholders, agents and employees harmless from and against any and all of any kind, including reasonable attorneys’ fees and disbursements, except to the extent that the claims, liabilities, damages or expenses are solely caused by NEAMI’s gross negligence or willful misconduct.

8. **Termination.** Either party may terminate this agreement on 30 days’ notice to the other party. PERMA may terminate this agreement immediately upon notice to the Member if the member fails to pay any amount required to be paid by the member under this agreement. Upon termination, all amounts due PERMA from the Member will become immediately due and payable. NEAMI will promptly return all unexpended funds that the Member has deposited with NEAMI. The Member’s obligations set forth in paragraphs 5 and 7 will survive the expiration or earlier termination of this agreement.

9. **Notices.** Notices under this agreement must be sent by electronic mail or facsimile to the designated contact at the email or facsimile number shown below. Notice sent to the contact person designated by the Member is notice to the Member.

If to the Member:

Attn: «Contact_First_Name» «Contact_Last_Name»

Fax: «Fax»

Email: «Email»

Phone: «Phone»

If to PERMA:

Attn: __________

Fax: 1-877-737-6232

Email: __________@perma.org

Phone: 518-220-1111

10. **Not a contract of insurance.** This is not a contract of insurance. PERMA is not and is not, in any way, to be deemed by reason of this agreement to be an insurer, underwriter or guarantor with respect to any benefits payable for which the Member may be liable with respect to the workers’ compensation claims that are the subject of this agreement. PERMA is acting under this agreement solely as a claims’ administrator with respect to the Tail Claims, and not as an insurer with respect to those or any other claims. PERMA will not, under any circumstances, advance its own funds on behalf of the Member.
11. **Applicable law and forum.** This agreement will be construed under and governed by the laws of the State of New York. Any dispute under this agreement must be heard in the Supreme Court of the State of New York, County of Albany. The parties consent to the jurisdiction of that court and the venue.

12. **Force majeure.** PERMA is not responsible for nonperformance or defective or late performance of its obligations under this agreement if the nonperformance, defective or late performance is due to causes beyond its control and occur without its fault or negligence, including without limitation, acts of God, strikes, war (including civil war), acts of any state or government, fire, explosions, the elements, epidemics, quarantine restrictions, blackout, embargo or unusually severe weather.

13. **Third parties.** This agreement is not intended to benefit and may not be construed to benefit, or to create any rights in, any third party.

14. **Amendments.** This agreement may not be modified or amended except in a written document signed by both parties.

15. **Severability.** If any provision of this agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not affect the remainder of the agreement, which will remain in full force and effect and will be enforceable in accordance with its terms.

16. **Entire agreement; waiver.** This agreement constitutes the entire agreement between the parties and supersedes all prior understandings between the parties.

17. **No waiver.** No waiver or discharge of any breach of this agreement will be effective unless it is in writing signed by the party granting the waiver or discharge. The waiver of any breach of any provision of this agreement is not, and may not be deemed, a waiver of any subsequent breach of any provision of this agreement.

18. **Counterparts.** This agreement may be executed in multiple counterparts. All of the counterparts will, together, constitute a single, complete and fully executed document.

**IN WITNESS WHEREOF,** PERMA and the Member have duly executed this agreement as of the day and year first above written.

Public Employers Risk Management Association, Inc.

By: 

Jerry Faiella, Interim Executive Director

«Member_Name»
Schedule A

Fees

Indemnity Tail Claims .................. «Indemnity» per year per claim

Medical Tail Claims .................... «Medical» per year per claim

Schedule B

Managed Care Fees

Medical Bill Review and PPO Network Charges $8.50 per bill

Includes check fee, postage, duplicate bill fee, electronic submission and State reporting (NY HCRA Surcharge).

Enhanced Medical Bill Review 25% of Savings

Includes technical and professional review of bills for correct coding, up coding, unbundling, national condition edits, facility and surgical bill line item audit, review for non-compensable charges, review of implant charges, validation of diagnostic related group (DRG) coding, and review of non-fee scheduled services for fair and reasonable payment. Fees are calculated based on incremental savings achieved below the State mandated fee schedule.

PPO Network 25% of Savings

Includes access to proprietary national PPO network solution. Fees are calculated based on incremental savings achieved below the State fee schedule and enhanced savings.

Out of Network Negotiations 25% Savings

WellComp/CareWorks may negotiate out of network charges with a medical provider to pay an agreed upon rate. Fees are calculated based on an incremental saving achieved below the State fee schedule and enhanced savings.

Mandatory CMS MMSEA Reporting $8.75 per transaction

Claims Indexing Bureau Fee $9.50 per claim
Kevin,

Thank you for continuing to move the ball down the field on this. I apologize if this is stepping on your toes but I thought it might be helpful to share the basic discussion from last night.

1. Premiums for each municipality be set by perma (that is their expertise and having a third-party do it eliminates conflict amongst municipalities).
2. Tail claims- remaining municipal entities continue to contribute at the percentage that was set in 2019 (honoring the rules of the old plan to eliminate the costs from the old plan.)
3. Volunteer firefighter costs- districts and towns will pick up their costs alleviating the county's concern about the county paying for firefighters.
4. Current reserves will be used in 2020 to pay tail claims.
5. not discussed last night but a recommendation- entities need to declare if they are entering or leaving the group by October 1st of each year and becomes effective January one.
6. To deal with potential questions that come up, form an executive board with one representative from every entity. Also, potential to form subcommittees to address specific issues.

For everyone who passed the resolution to move to perma, we will all be covered by perma starting January one. How we work out these last details is between us. the city volunteers to put together the resolution for everyone to define our cooperation. If there are concerns or suggestions please make them known to all as soon.

As has been expressed in the past, this will not result in an immediate cost savings. However, there will be a significant cost avoidance for everyone starting in 3 to 5 years. This will be beneficial to every municipal entity in Cortland County, including the county.

I will be unable to attend the budget meeting but plan to attend legislative session this evening to express my support. Thanks to Kevin for facilitating this enormous and difficult task.

Brian Tobin

Get Outlook for Android
Good Morning,

There have been several meetings this week internally within the County trying to get ready for tonight. I think we are very close. Jeremy Boylan, Legislator Bischoff and Mayor Tobin have been working very hard to address the various concerns that have been raised and frame them in a fashion that I believe sets us on the right direction and allows us to vote on the plan tonight. At last night’s meeting of the group, everyone was on board with direction we are headed.

My reason for this email is it is imperative that if at all possible you be at the Budget and Finance meeting today at 3 pm when this matter will be taken up and the 6 pm meeting of the full Legislature. I would say within the last 48 hours we have made significant strides to see the PERMA solution through to passage but its not a guarantee.

Please make a point to be present at both meetings if possible or even just one of them.

Also as a side note I was just informed that the Town of Truxton last night at their board meeting decided to return to the County plan if we approve the PERMA solution.

If you have any questions don’t hesitate to call.

Thanks,

Kevin Whitney
Chairman of Legislature
Cortland County - Town of Cortlandville
607 423-2073

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CONTRACT FOR SALE AND PURCHASE

Cortland Enlarged City School District

PARTIES: Cortland Enlarged City School District, 1 Valleyview Drive, Cortland, New York 13045, hereinafter referred to as "Seller" and City of Cortland, a municipality, with an address of City Hall, 25 Court Street, Cortland, New York 13045, hereinafter referred to as "Purchaser."

1. AGREEMENT: The Seller agrees to sell and the Purchaser agrees to purchase the premises according to all the terms and conditions stated herein.

2. DESCRIPTION OF PREMISES: The property being sold and purchased is the former Parker Elementary School, located in the Town of Cortlandville, New York, being known as Tax Map Parcel 86.49-01-02.000, containing 2.30 acres, and Tax Map Parcel 86.49-01.000 containing 0.33 acre. The description of the premises is annexed hereto as Exhibit A.

3. PURCHASE PRICE: The purchase price shall be $91.00. The sum of $0 to be paid herewith, receipt of which is hereby acknowledged by the Seller, with the balance of $91.00 to be paid at the time of closing. All payments shall be made by bank or certified check. Purchaser represents that it has sufficient funds committed to it to purchase the property.

4. DEED: The Seller shall convey the premises to the Purchaser by bargain and sale deed, with covenant against grantor's acts, in accordance with the form set forth in Real Property Law Section 258, Statutory Form CC, Schedule F, which deed shall include the covenant required by Lien Law Section 13, subdivision 5.

5. TITLE: Seller agrees to provide an abstract of title at their own expense for a period of at least forty (40) years showing insurable title in the Seller. In the event that the Seller does not have title as herein specified and/or are unable to convey the premises subject to, and in
accordance with this agreement, for any reason whatsoever on the date set for the delivery of the deed, Seller’s sole obligation shall be to refund to the Purchaser the amount paid on the signing of this contract, without interest, and upon the payment thereof, or tender of said payment, this contract shall terminate and come to an end and neither party shall have any claim for damages against the other. However, Purchaser may, if Purchaser shall so elect, accept such title as Seller is able to convey and shall pay the full purchase price.

6. **"SUBJECT TO" PROVISION:** The premises are to be transferred subject to:

   a. Laws and governmental regulations that affect the use and maintenance of the premises, provided that they are not violated by the buildings and improvements erected on the premises.

   b. Consents for the erection of any structures on, under or above any streets on which the premises abut.

   c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

   d. Any state of facts, which a survey would disclose.

7. **EXISTING CONDITIONS:** The Seller shall convey the premises subject to all covenants, conditions, restrictions and easements of record. Subject also to zoning and environmental protection laws, and any state of facts which an inspection or accurate survey may show.
8. **CONDITION OF PREMISES:** The buildings on the premises herein conveyed, without warranty as to condition, express or implied, except that in case of any destruction within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the State of New York entitled "Uniform Vendor and Purchaser Risk Act", such section shall apply to this contract.

9. **PROPERTY INCLUDED IN THE SALE OF THE PREMISES:** Plumbing, heating and lighting fixtures, attached or built-in furnishings, electrical service and wiring, venting, shrubbery, plantings, landscaping, and all other appurtenances throughout the improvements on the property as they exist as of the date of this contract. In addition, all personal property presently located on the premises such as desks, chairs and equipment is included "as is".

10. **EDUCATION LAW SECTION 2511 (1):** This agreement is entered into by Seller in accordance with Education Law Section 2511 (1) and may be subject to voter authorization. Seller will take the appropriate steps to obtain such authorization if the voters petition the District in accordance with Education Law Section 2511 (1). If voter authorization is not received, this agreement is void and any money paid to Seller by Purchaser shall be refunded.

11. **TRANSFER OF TITLE:** Transfer of title is to be completed at the Administration Office of the Seller on or about March 20, 2020 or at such earlier time as the parties may agree in writing. It is understood that if a referendum is to be held, the closing shall occur five working days after voter approval of the transfer of title or April 15, 2020, whichever date shall last occur.

12. **BOARD OF EDUCATION APPROVAL:** This agreement is contingent upon authorization from the Board of Education of the Cortland Enlarged City School District.
13. **ENVIRONMENTAL REVIEW:** The parties hereto agree that the transfer of title to the premises pursuant to this agreement is subject to the New York State Environmental Quality Review Act and is an unlisted action.

14. **LIMITED DUE DILIGENCE RIGHTS:** (a) Purchaser shall have the right, at Purchaser’s sole cost and expense, to cause to be performed, within thirty (30) days of this contract, the usual and customary environmental inspection and testing pursuant to a separate right of entry granted to Purchaser by the Seller a copy of which is annexed hereto and incorporated herein. (b) Purchaser shall provide the Seller with a copy of all inspection and testing reports performed pursuant to the attached separate right of entry within five days from the receipt of said reports by Purchaser. In the event that the inspection and testing authorized pursuant to the attached Right of Entry reveal the presence on or in the premises of hazardous materials and or environmental contaminants Seller shall have the right to “cure” said environmental findings or, alternatively cancel and terminate this contract, in which event this contract shall be null and void and all monies deposited by Purchaser to the Seller shall be immediately returned to Purchaser. (c) Seller shall notify Purchaser of the intention to cure in writing within ten (10) days after receipt by Seller of the said environmental inspection and testing report.

15. **FIRE AND CASUALTY LOSSES:** This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking of title to, or possession of, the premises.

16. **BROKER:** Seller and Purchaser agree that there was no Broker involved in this sale.
17. **ASSIGNMENT:** Neither party may assign this contract without the written consent of the other party.

18. **CHANGES MUST BE IN WRITING:** This contract may not be changed or canceled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorizes their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

19. **ENTIRE AGREEMENT:** All prior understandings and agreements between Seller and Purchaser are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this contract.

DATED: ______________, 2019

CORTLAND CITY SCHOOL DISTRICT

By: ___________________________

President of the Board of Education

DATED: ______________, 2019

CITY OF CORTLAND

By: ___________________________

Brian Tobin, Mayor

This is to certify that the Board of Education approved the within agreement and authorized the President of the Board of Education to sign this agreement by Board resolution passed on ______________, 2019.

_____________________________

Clerk, Board of Education
EXHIBIT A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in the City of Cortland, N.Y. being a part of Great Lot No. 64 of the Town of Cortlandville, County of Cortland and State of New York, bounded and described as follows, viz: Beginning at the original south west corner of land conveyed by Jane Suggett to Patrick Dwyer, by deed, dated on or about April 1, A.D. 1889; thence running westerly on the original south line of said Jane Suggett’s land one hundred fifty and twenty one-hundredths (150 21/100) feet to the north west corner of land conveyed by the parties of the first part to Edwin M. Yager, by deed dated on or about April 1, A.D. 1905, thence running southerly on the west line of the said land so conveyed to said Yager ninety eight and sixty eight-hundredths (98 68/100) feet to the north line of Maple Avenue; thence running westerly on said north line of Maple Avenue fifty (50) feet; thence running northerly ninety six and sixty-hundredths (96 60/100) feet to said original south line of said Jane Suggett’s land and also to the original north west corner of land conveyed by Calvin P. Walrad and others to said Jane Suggett by deed, dated on or about August 7, A.D. 1886. Thence running westerly on the said original south line of said Jane Suggett’s land one hundred twenty and twelve-hundredths (120 12/100) feet to the point in said original south line where the east line of the land conveyed by said Jane Suggett to Joseph R. Birdlebough by deed, dated on or about January 5, A.D. 1891 (being the premises now in possession of Rex Birdlebough) produced southerly meets said original south line of said Jane Suggett’s land; thence running northerly along the said so produced east line of said land so conveyed by said Jane Suggett to said Joseph R. Birdlebough and said east line produced northerly to the point where said east line produced northerly meets the south line of Madison Street three hundred three and thirty three-hundredths (303 33/100) feet. That is the entire distance from the said last mentioned point in the original south line of said Jane Suggett’s land to the said point in the south line of Madison Street is about three hundred three and thirty-three hundredths (303 33/100) feet; thence running easterly along the said south line of Madison Street two hundred and ninety nine (299) feet the west line of said land as conveyed by said Jane Suggett to said Patrick Dwyer; thence running southerly along said west line of land conveyed as aforesaid to Patrick Dwyer three hundred seventeen and ninety six-hundredths (317 96/100) feet to the place of beginning, as surveyed by D.B. Coleman, C.E. and so shown on a map made by him which map is entitled “Map of the Certain Plot of Land, in the First Ward of the City of Cortland, of the Estate of Jane Suggett, deceased, and Certain of Her Heirs. Survey completed May 19, 1927. Map completed July 20, 1927. Certified D.B. Coleman 1927 Surveyor and Draughtsman”. The said map is filed in Cortland County Clerk’s Office and a duplicate copy thereof is filed in the Cortland City Clerk’s Office.

The parties of the first part also convey all their right, title and interest in and to the one-half of the respective public highways or streets which lies next to and adjoins the said premises herein
conveyed or any part thereof. Excepting and reserving however, from the premises by this deed conveyed, all the rights and easements, of the public and the City of Cortland or otherwise in and to all public streets and highways in adjoining or connected with the premises herein conveyed or any part thereof or appertaining thereto.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situated in the City of Cortland, County of Cortland, and State of New York, being located at the intersection of Madison Street and Woodruff Street in the southeast corner being bounded and described as follows: Beginning at a point, said point being the intersection of the east walk line of Woodruff Street with the south walk line of Madison Street; thence running S-83°-53'E along the said south walk line of Madison Street a distance of 120.40 feet to a point, said point being on the westerly line of lands of Alton B. Parker School; thence running S-10°-16'-30"W along lands of said school a distance of 121.20 feet to a point; thence running N-81°-34'-30"W a distance of 120.12 feet to a point in the said easterly walk line of Woodruff Street; thence running N-10°-15'E along said easterly walk line a distance of 116.27 feet to the point of beginning and containing 0.33 acres of land more or less.

Also all rights, titles, and interests the party of the first part may have to the center line of Woodruff Street and Madison Street.
RIGHT OF ENTRY

Cortland Enlarged City School District, (Licenser), for itself, its heirs, successors and assigns, does hereby grant to City of Cortland, (Licensee), a license to enter upon the land located in the Town of Cortlandville, New York, being known as a portion of Tax Map Parcel _____, for the limited purpose of conducting a survey of the parcel and to undertake such construction or excavation as may be necessary to obtain information concerning such parcel’s suitability for School purposes, including such studies as may be necessary to determine compliance with the State Environmental Quality Review Act. The Licensee may also conduct other tests or examinations on the property when the results of the tests set out above are received and interpreted by the Licensee’s consultant and in the opinion of the consultant such additional tests are required to determine the parcel’s suitability for School purposes.

In exchange for the license granted herein, Licensee releases and forever discharges Licensor from any claim, action, or cause of action arising out of or related to the performance of any activity permitted by this license or any activity undertaken as a consequence of this license, and Licensee agrees to indemnify and hold harmless Licensor from any claim, action or cause of action brought by any agent, employee, contractor or other person claiming an injury or damage whether in contract or tort, or other cause of action of any kind arising out of or related to Licensee’s activity upon the land.

The Licensee agrees that should the Licensee not complete the purchase of the property from the Licensor, the Licensee will return the property as near as possible to its condition prior to the conduct of such testing.
This License agreement shall expire upon the sale of the real property to the Licensee or January 31, 2020, whichever occurs first.

CORTLAND ENLARGED CITY SCHOOL DISTRICT

By: __________________________
    Board President

CITY OF CORTLAND

By: __________________________
    Brian Tobin, Mayor

STATE OF NEW YORK : SS.

COUNTY OF CORTLAND:

On the ___ day of ______________, in the year 2019, before me, the undersigned, a notary public in and for said State, personally appeared __________________________, Board President of the Cortland Enlarged City School District, 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, and that by his/her signature on the instrument, the individual or person on behalf of which the individual acted, executed the instrument.

______________________________
Notary Public
STATE OF NEW YORK : SS:

COUNTY OF CORTLAND:

On the ___ day of ____________, in the year 2019, before me, the undersigned, a notary public in and for said State, personally appeared Brian Tobin, Mayor, of the City of Cortland, 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, and that by his/her signature on the instrument, the individual or person on behalf of which the individual acted, executed the instrument.

__________________________
Notary Public
ADDENDUM

The Purchase offer is contingent upon the following:

The City receives Letters of Intent from CAPCO and the YWCA setting forth their intention to rent the approximately 21,000 square foot building

Each reasonably responds to requests for financial documentation showing:

  Previous rent history

  Sources of income including but not limited to grants, donors and income from services provided

  Provide evidence of successful grant applications and the stability of the receipt of income over the past 5 years

  Negotiating in good faith towards the execution of a five year lease (s) and entering into the same on or before April 1, 2020

SIGNATURES
AGREEMENT

CORTLAND SCHOOL CROSSING GUARDS

AND

CITY OF CORTLAND

JANUARY 1, 2020 – DECEMBER 31, 2022

BRIAN TOBIN, MAYOR, CITY OF CORTLAND
CINDY HURLBERT, PRESIDENT, CROSSING GUARDS ASSOCIATION
AGREEMENT

Made this _____ day of November 2019, to be effective, and in all respects applicable and binding as of January 1, 2020, by and between the CITY OF CORTLAND, hereinafter referred to as the Employer, and the CORTLAND SCHOOL CROSSING GUARDS ASSOCIATION, hereinafter referred to as the Association.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE ONE

The purpose of this Agreement is to promote harmonious relations between the parties, and to establish equitable procedures for the resolution of differences and to establish the rates of pay, hours of work and working conditions of the Association. The parties acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the foregoing subject and incidental matters relating thereto.

ARTICLE TWO

APPLICABLE LAW

This agreement shall be subject to all Federal, State and Local Laws, and in the event that any of the terms of this agreement shall not be consistent with said laws, then only said inconsistent terms will be void; and the remainder of this Agreement shall be binding upon the parties hereto.

ARTICLE THREE

RECOGNITION AND COLLECTIVE NEGOTIATION UNIT

Section 1. The City recognizes the Association as the sole and exclusive representative for all of the employees in the unit described hereafter in Section 4.

Section 2. The City agrees that the Association shall be the sole and exclusive representative for all employees described hereafter for the purpose of collective negotiations and grievances from January 1, 2020 until December 31, 2022.

Section 3. The Association affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or impose any obligations upon its members to conduct, assist or participate in any such strike. The term “strike” shall include any type of work stoppage, slowdown, or any other concerted interference with normal efficient operation.
Section 4. The unit shall consist of those employees of the City who are specifically hired for the position of School Crossing Guards and who shall act as and perform the ordinary duties of School Crossing Guards, either full-time or on a substitute basis.

Section 5. The Employer shall deduct from the wages of all employees included in this collective bargaining agreement and remit to Association regular membership dues.

**TIMETABLE**

Negotiations in the final year of this Agreement for a succeeding Agreement shall be conducted by the parties hereto in accordance with the following timetable insofar as possible:

Submission of Association’s proposals ............. March 1, 2022
Submission of City’s proposals ..................... May 1, 2022
Commencement of negotiations.................... June 1, 2022
Commencement of mediation, if required.......... October 1, 2022

If both parties agree, any of the dates in the above timetable may be adjusted without prejudice to either party. The wages paid to substitute employees shall be based on a pro-rata percentage of a full-time employee’s salary in the appropriate year, figured on the basis of 360 crossings per year, but only for the actual period of time worked by substitute employees. Payment shall be made in full the next regular pay day for substitute service completed more than three (3) days prior to the next regular pay day. Substitute services completed three (3) days or less prior to the next regular pay day shall be made in the next succeeding regular pay day.

All employees shall be entitled to be compensated at the rate of $30.00 per hour for time actually expended in receiving any training required to be taken as a condition of employment, when said training is conducted other than at regular work hours.

**ARTICLE FOUR**

**WORK SCHEDULE AND SALARY**

The employees acknowledge that they are annually employed School Crossing Guards and shall perform such duties during all periods of time that the Cortland City Schools are open on a full-time basis. As soon as the City becomes aware of the unscheduled (within 24 hours of any scheduled crossing) closing of any school or schools to which an employee or employees is or are assigned, the City shall take whatever reasonable action necessary to notify the President, or in his/her absence, the Vice-President of the Association that there is no need for the employees to report to the assigned crossing(s) at such school(s). The employees shall be on duty at their assigned crossings for the normally assigned number of crossing each day. The
intent of this Agreement is such that no employee covered hereby shall claim unemployment insurance benefits during the summer period when the Cortland City Schools are not in session. Each full-time employee shall have the right in each year following the first year of such full-time employment to elect payment of his or her yearly salary on a ten (10) month basis or a twelve (12) month basis. The right of election can only be made once a year, and it shall be made by January 1st preceding the start of each contract year. Any overtime owing to an employee electing 10 month payments shall, however, be paid such overtime in the first pay period after the end of the school year.

The City agrees that there shall be no reduction in salary for those days when schools are closed for whatever purpose.

Salary increase for full-time employees hired before January 1, 1997

a. 2020- to be determined by the finance department.
b. 2021- $7,362.98 (1.5% increase or $____________)
c. 2022- $7,495.51 (1.5% increase or $______)

LONGEVITY PAYMENTS

In addition to the base wages set forth above, all employees shall be entitled to a longevity payment in the sum of $75.00 annually upon each completion of the respective employee’s third (3rd) year of full-time employment by the City, $150.00 after six (6) years, $225.00 after eight (8) years, $300.00 after eleven (11) years, $375.00 after fifteen (15) years, $425.00 after twenty (20) years and $475.00 after twenty-five (25) years and $525.00 after thirty (30) years. Longevity payments shall be paid on a one time payment, as appropriate, commencing on the first pay period following the applicable anniversary date. For purposes of this section, the employee’s anniversary date shall be the date that an employee’s employment with the City commenced.

Substitute Employees
ARTICLE FIVE

SENIORITY AND VACANCIES

SENIORITY

Seniority is defined as a privileged status attained by length of continuous service with the Cortland School Crossing Guards, as the term “continuous service” is defined in Sec. 80 of the Civil Service Law. There shall be two seniority lists, one for full-time employees and the other for substitute positions. For the purpose of this contract, the seniority of every employee shall be determined as if seniority existed as of the initial employment of every employee, but this provision shall apply only to present employees, full-time or substitute.

If the crossing is eliminated, the least senior full-time employee shall be terminated, but such least senior full-time employee has the right to be placed on the substitute list and shall have greater seniority thereon than any other employee who has less full-time service or any other employee who has no full-time service. The City shall give the Association and the employee assigned to a crossing to be eliminated five (5) working days notice prior to the elimination of such crossing. It is the intention of this paragraph that any full-time employee that is placed on the substitute list shall have greater seniority rights thereon than any person thereon with less full-time service even though an employee may have more actual time as a substitute than the full-time employee placed on the substitute list shall have greater seniority rights thereon than any person thereon with less full-time service even though an employee may have more actual time as a substitute than the full-time employee had as a full-time employee. Any substitutes assigned to a crossing shall be so assigned in accordance with seniority.

VACANCIES

If a vacancy shall occur in a full-time position or a new crossing is created, it may be bid for by continuing full-time employees on the basis of seniority, and the employer must first determine whether any other full-time employee wishes assignment to such crossing before the employee hired is assigned to the crossing. The employer must give the Cortland School Crossing Guard Association two (2) weeks written notice to allow such bidding prior to the employer assigning the crossing to the newly hired full-time employee. The vacancy so created shall first be offered to substitute employees on the basis of seniority.

ARTICLE SIX

SICK LEAVE, HOLIDAYS, FUNERAL LEAVE, PERSONAL LEAVE, AND EMERGENCY LEAVE

SICK

Each full-time employee shall be credited with two (2) crossing of paid sick leave for each month of employment with the City, retroactive to the date of the employee’s full-time
employment with the City. Sick leave shall be credited in each calendar month, notwithstanding the period of summer vacation when no work is performed. To the extent that an employee does not use such leave for illness or injury, it shall be accumulated as a credit and may be used in the future in the manner set forth herein. For the purpose of computing sick leave, each crossing missed by a full-time employee due to illness shall be deemed to be one-half (1/2) of a day.

A doctor’s certificate may be required at the Employer’s option and expense as a condition for payment of sick leave except with respect to a period of time during which an employee is hospitalized. The City shall inform the employee with three (3) hours of him/her calling in sick that it is required for him/her to go to a doctor and obtain a doctor’s certificate, provided that if him/her shift starts after 12:00 noon, he/she shall not be required to see a doctor before the next day unless the City can make an appointment for him/her on the day he/she calls in sick. The City shall not abuse this requirement for a doctor’s certificate.

Under no circumstances will any combination of sick leave benefits with welfare or worker’s compensation benefits exceed an employee’s regular daily or weekly rate of pay.

Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked and shall in no event apply to a scheduled day off, holiday, vacation, leave of absence or to any day for which the employee has received full pay from the Employer.

Any employee terminating employment with five or more years service shall have the right to covert one-third (1/3) of all accumulated sick leave up to 100 days into a lump sum cash payment. Each three (3) days of accumulated sick leave shall equal one/180 of the employee’s annual salary at the time of retirement up to the maximum of 100 sick leave days.

Each full-time employee shall further have the right in any year of this agreement to convert unused sick days in excess of 100 days to personal leave days shall be taken in the year accrued, except those which are converted from sick days credited in November and December of each year, in which event such personal leave days must be taken in the next calendar year or forfeited. Such employee may, however, elect to be paid the cash equivalent of one day’s pay in lieu of taking such personal day. Claims for such payment shall be made within the same time frame as the personal day is required to be taken.

In the event a substitute is required and given notice at least one week in advance, the substitute shall still be compensated for the day if the regular day is canceled.

**HOLIDAYS**

All full-time employees shall be entitled to the same holidays as the Cortland City School System and shall not be required to work on those days.
FUNERAL LEAVE

1. In the event of a death of one of the following members of an employee’s family: parents, including foster or step-parents, spouse, children, brother, sister or other relative who is a member of his/her household, mother-in-law, father-in-law, brother-in-law, sister-in-law, the employee shall be excused from work at his/her request to attend the funeral and to be paid on a daily basis for all days of the funeral and the preceding and/or following work days, regardless of whether separated by a weekend, not to exceed a total of three (3) days for any one (1) death.

2. In the event of the death of an employee’s grandparents or spouse’s grandparents, the employee shall be excused from work at his or her request to attend the funeral and shall be paid on a daily basis for the day of the funeral and the preceding or following work day, regardless of whether or not a weekend intervenes, not to exceed two (2) days for any one (1) death.

PERSONAL LEAVE

Full-time employees shall be entitled to three (3) personal days per year, not including any additional personal days which may be earned by conversion of excess accumulated sick leave as set forth above.

Upon completion of twenty (20) continuous years of service, an employee will earn one (1) additional personal day, for a total of four (4).

EMERGENCY LEAVE

Full-time employees shall be entitled to one (1) emergency day per year. This day shall be taken only on the occurrence of an unexpected event that requires the immediate attention of the employee. Such leave shall be taken when the employee has no personal time remaining. For the purpose of computing emergency leave time, each crossing missed due to taking emergency leave shall be deemed to be one-half (1/2) of a day.

Substitute Crossing Guards when notified one week in advance of a post that needs coverage will be paid if school is cancelled that day.

Training Days employees shall be entitled to comp time equal to the amount of time needed for any mandatory training.
ARTICLE SEVEN
CLOTHING ALLOWANCE AND UNIFORMS

UNIFORM ALLOWANCE

In the year 2017, full-time employees shall be entitled to a uniform allowance of $305.00 for the purchase and an additional $190.00 for cleaning and repair of their uniforms for a total of $495.00. For the year 2018, full-time employees shall be entitled to a uniform allowance of $305.00 and an additional $190.00 for cleaning and repair of their uniforms for a total of $495.00.

In the year 2016, substitute employees shall be entitled to a uniform allowance of $245.00 for the purchase and an additional $140.00 for cleaning and repair of their uniforms for a total of $385.00. For the year 2017, substitute employees shall be entitled to a uniform allowance of $245.00 and an additional $140.00 for cleaning and repair of their uniforms for a total of $385.00.

Payment of the cleaning and repair allowance shall be made in two (2) installments, one on or about April 1st and the other on or about December 1st of each year. In the event no cleaning or repair voucher is presented to the Department before November 1st, the total cleaning and repair allowance shall be paid to the full-time and substitute employees on December 1st. No payment will be made for items purchased in the month of December of any year. The Police Department shall provide to each employee of the Association a current financial status report of the employee’s uniform allowance. Such report shall be provided quarterly from January 1 in each year of this contract, the first report being due at the end of the first regular quarter occurring after the execution date of this Agreement. The employees shall maintain said uniform in accordance with the requirements of the Police Department. Payment for cleaning and repair allowance shall be made only upon the presentation of vouchers with receipts in accordance with City payment policies.

A uniform shall consist of the following items of apparel: Winter overcoat, spring/fall outer jacket, skirt, slacks, tie, hat, black shoes, white blouse, stockings, raincoat and hat, scarf, head-band, gloves or mittens, boots, sweatshirt, sweater, vest, long underwear, knee socks, undergarments, yellow outer vest, sign, whistle, patches and name badge. All outer garments should be of black unless a phasing in of a new uniform is taking place.

The City agrees to furnish to all new guards at its sole cost, and without charging the clothing allowance of such new guard, an outer coat and lightweight fall/spring jacket of proper size and fit and in good condition, together with a sign, breast and hat badges, and heavy yellow outer vest. All such City issued items shall be surrendered to the City upon termination of employment. Replacement during the term of employment shall be the responsibility of the employee, but may be charged against the clothing allowance provided for herein.
ARTICLE EIGHT

PENSION AND MEDICAL INSURANCE

MEDICAL INSURANCE

An employee of the Association may participate in the City’s current medical insurance program. The intent is to permit any such employee to take advantage of the group insurance rates without any cost to the City. The Employer shall provide the Association with the latest eligibility requirements to secure medical insurance through the Employer and any change in such requirements if such change should occur.

PENSION

The City agrees to maintain Tier 3, Article 14 and Tier 4, Article 15 plans as set forth in retirement and Social Security Law (RSSL). The employee shall be responsible for any mandatory contributions as required by the Coordinated Escalator (CO-ESC) Retirement Plan, Article 14 (RSSL) for Tier 3 members, or the Coordinated Retirement Plan, Article 15 (RSSL), for Tier 3 and 4 members.

ARTICLE NINE

GRIEVANCES AND DISPUTES

Grievances and disputes concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure, provided that the grievance is filed within two (2) working days after its occurrence or the employee’s knowledge thereof:

1. Any employee who believes he has a grievance may present such grievance, in writing, to his/her immediate supervisor in an attempt to adjust the matter. A written grievance shall set forth in sufficient detail the applicable dates, times, individuals and incidents/situations involved, the provisions of the Agreement alleged to have been violated, and the remedy sought through resolution of the grievance. The supervisor’s response to the grievance shall also be in writing. If the matter is not satisfactorily adjusted in such manner, the Employee may request that the President of the Association, or the Association’s representative, meet with the Employee’s immediate supervisor for the purpose of attempting to adjust the grievance.

2. In the event the grievance is not satisfactorily resolved, as provided above, within five (5) working days of the time it is presented, it shall then be immediately presented in writing by the Association representative to the Department Head or his designee for settlement. The Department Head’s response to the agreement shall be in writing.

3. If the grievance is not satisfactorily resolved at either of the preceding steps within five (5) working days of the time it is presented, then it may be presented in writing to the Mayor and the Common Council of the City of Cortland, or their designee, who shall, upon five (5) working days’ notice given to the interested parties, hold an
informal hearing at which the parties or their representatives and witnesses will be
given an opportunity to present their respective positions. After hearing all parties
interested in the matter, the Mayor and common Council or their designee, shall
render a decision in writing upon the facts developed within ten (10) working days
after said hearing.

4. Either party may, within five (5) days’ notice after the decision of the Mayor and the
Common Council, request the American Arbitration Association (Syracuse Office) to
submit a list of Arbitrators from which the parties may select an Arbitrator. The party
filing for arbitration shall simultaneously furnish the other party with a copy of the
request for arbitration. The Arbitrator shall be limited to the issue presented and shall
have no power to add to, subtract from, or modify any of the terms of this Agreement
or to establish or change any wage rate. The decision shall be final and binding. Any
fees or administrative charges for the Arbitrator shall be borne equally by both
parties. Witness fees and other expenses shall be borne equally by both parties
respectively. Either party may challenge the Arbitrator’s decision in accordance with
Article 75 of the CPLR.

**ARTICLE TEN**

**RECI PROCAL RIGHTS**

The Association recognizes the right of the Employer to manage the members of the
Association, but to do so consistent with the terms and conditions of this contract. The
Association recognizes the responsibilities of the Employer to direct the work force so that the
dignity of labor and of the individual shall be protected.

1. Employer shall so administer its obligations under this contract in a manner that will
be fair and impartial to all employees and shall not discriminate against any employee
by reason of sex, nationality, race, creed, age or religion.

2. The Association shall have the right to post notices and other communications on
bulletin boards maintained on the premises and facilities of the Employer, subject to
the approval of the contents of such notices and communications by the heads of the
various departments, or his or her or their designee. A duly authorized
representative of the Association, designated in writing, after reporting to the office of
the Chief of Police shall be admitted to the premises for the purpose of assisting in the
adjustment of the grievances and for the investigation of complaints that the contract
is being breached. Upon request, the Association representative shall state the
purpose of his visit. Except in an emergency, at least four (4) hours advance notice
must be given. Such visits shall not be permitted to interfere with, hamper or obstruct
normal operation.

3. The employees who are designated or elected for the purpose of adjusting grievances
or assisting in the administration of this contract shall be permitted a reasonable
amount of time free from their regular duties to fulfill these obligations which have as
their purpose the maintenance of harmonious and cooperative relations between the
Employer, the Employee and the uninterrupted operation of government.
4. The Employer recognizes that no officer of the Association has any command powers, nor can such command powers imposed on any such officer, as such powers relate to work performed by the Employees. If command powers are delegated by any officer or other member of the Association, that officer or other member shall be entitled to additional compensation which are to be items of negotiation between the Employer and Association, to be agreed upon before the performance of any command powers.

5. The Employer agrees to provide all members of the Association all notices of any nature that have or may have general application to all employees of the Employer irrespective of their bargaining unit.

DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of seniority, for just cause. Grounds for summary discharge shall include, but not be limited to: drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties and incompetence.

In the event that a discharged employee feels that he/she has been unjustly dealt with, said Employee or the Association, with permission of the Employee, shall have the right to file a complaint, which must be in writing, with the City’s Director of Finance and Administration within two (2) work days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided, and shall be initially heard by the Mayor and the Common Council, or their designee, as provided by Article Nine, Section 3 set forth above. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

The City may establish and enforce binding rules in connection with its operation and the maintenance of discipline provided such rules are not inconsistent with the provisions of this Agreement.

MANAGEMENT RESPONSIBILITY

It is recognized that the Management of the Department, the control of its properties, and the maintenance of order and efficiency are sole responsibilities of the City. Accordingly, the City retains all rights, except as they may be specifically modified in the Agreement, including but not limited to: selection and direction of the working forces; to hire, suspend or discharge for cause; and make reasonable any binding rules which shall not be inconsistent with this Agreement; to assign, promote, transfer, to determine the amount of overtime to be worked, to relieve Employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities, stations, etc.; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with other selection, procurement, designing, engineering and control of equipment and materials, and to purchase services of others, contract or otherwise.
ARTICLE ELEVEN

EQUAL EMPLOYMENT OPPORTUNITY

Acknowledging the moral principles inherent in Federal and State legislation, the parties to this agreement hereby affirm that they shall ensure equal opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, national origin, political affiliation or belief.

The parties further affirm the concept and philosophy that equal opportunities shall be provided for, but not restricted to, all components of employment, recruitment, selection, assignment, compensation, benefits, promotion and training.

All references to employees in this Agreement designate both sexes, and whenever gender is use, it shall be construed to include male and female employees.

ARTICLE TWELVE

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

ARTICLE THIRTEEN

LEGISLATIVE ACTION

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN SUCH APPROVAL.

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

CITY OF CORTLAND, NEW YORK

By

Brian Tobin, Mayor
CITY OF CORTLAND
CROSSING GUARD ASSOCIATION

By

Cindy Hurlbert, President
ARTICLE IV Section 1. Wages

A. 3. All bargaining unit members will receive the following annual wage increases:

$.40 hour effective January 1, 2020 retroactive to 1/1/20
$.40 hour effective January 1, 2021
$.40 hour effective January 1, 2022
$.40 hour effective January 1, 2022

ARTICLE VI Section 1. Workday/Workweek - Department of Public Works, Youth Bureau

M. Employees shall be entitled to $6.00 $10.00 meal money, with no requirement to produce a receipt, after working three (3) continuous hours of unscheduled overtime.

ARTICLE V Section 2. Out of Title Work

Beginning 2019, each bargaining unit employee shall receive an annual payment of $350 $475.00 in the first pay period of July. This payment shall be compensation for performing street paving duties, public safety duties, and Buildings and Grounds duties at buildings and property for which the City of Cortland is responsible.

ARTICLE VI Section 1. Workday/Workweek - Department of Public Works, Youth Bureau

L. Any employee who is called to work during vacation or the holiday period shall be paid time and one-half (1 1/2) plus compensatory time off for each hour actually worked or paid at regular rate and the rate of one and one-half (1 1/2) hours for each hour worked and compensatory time off.

ARTICLE X

Section 3. Employees who are required to work New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day and/or Christmas Day above shall be entitled to time and one-half (1 1/2) pay or time and one-half (1 1/2) compensatory time off in addition to the regular pay for the holiday. Employee's required to work on any other holidays listed in Section 1 above shall be paid time and one-half (1 1/2) for the hours worked on said holiday or be given compensatory time off (hour for hour) for hours actually worked.

Employees who are required to work a holiday as described in Section 1 shall be entitled to holiday pay plus time and one half pay for hours worked and time for time compensatory time.
ARTICLE VI Section 1. Workday/Workweek - Department of Public Works, Youth Bureau

F. Whenever the Employer requires a night shift, said night shift hours shall be between the hours of 3 p.m. to 11 p.m. shift and for the 11 p.m. to 7 a.m. shift, in addition to the basic wage rate.

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<th>Eff. Date</th>
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<th>11 p.m. to 7 a.m.</th>
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<tr>
<td>1/1/2007</td>
<td>$1.95/hr. $1.30/hr</td>
<td>$2.35/hr. $1.60/hr</td>
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ARTICLE XII Section 1. Clothing

B. The Employer shall provide a clothing allowance of four hundred twenty-five dollars ($425), four hundred and seventy-five dollars ($475) per employee, annually, effective January 1, 2020. This allowance is to be used exclusively towards the purchase of work-related clothing. The clothing style and quality shall be chosen by majority vote of contract employees with final approval by the Department Head.

ARTICLE VII Section 1  Sick Time

C. An employee reporting sick must give the department head reasonable notice of intent to the start of the employee’s tour of duty. Sick leave shall not be granted unless such notification is made but instead will be considered as unauthorized time off without pay.

Add G.

When sick leave has been exhausted, the employer will utilize the employees leave accruals as listed by priority:

1. Vacation Day
2. Comp Time
3. Personal Day

Section 3  Personal Leave

Remove second and third sentence

Employees must request the use of personal time no less than 24 hours prior to the day(s) requested and the use of personal time is subject to the approval of the appropriate Department Head. Notice time may be waived in case of an emergency.
ARTICLE VIII

Section 1  Vacation

Add

E. Employees shall give 24 hours notice prior to the day(s) requested.

City of Cortland:

__________________________________________

__________________________________________

__________________________________________

Date __________________________

CSEA

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________
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<th>TRANSFERS/</th>
<th>REVISED</th>
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<td>24,622</td>
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### Accounts for: GENERAL

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<th>ORIGINAL APPROP</th>
<th>TRANSFS/ ADJUSTMS</th>
<th>REVISED BUDGET</th>
<th>TTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USED</th>
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**Total Revenues**
-21,047,772

**Total Expenses**
-18,921,285.49

**Available Budget**
-2,405,943.34

**Percent Used**
5900.2%
### CITY OF CORTLAND - LIVE
### YEAR-TO-DATE BUDGET REPORT

#### FOR 2019-13

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<th>ACCOUNTS FOR:</th>
<th>CD</th>
<th>ORIGINAL APPROP</th>
<th>TRANSFS/ADJUSTMTS</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USED</th>
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### Year-to-Date Budget Report

**For 2019-13**

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<th>Revised Budget</th>
<th>YTD Actual</th>
<th>Encumbrances</th>
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<td>1,104</td>
<td>-2,310,280</td>
<td>-2,221,559.79</td>
<td>.00</td>
<td>-88,720.50</td>
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<td>.00</td>
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### FOR 2019 13

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<th>TRANSFERS/ ADJUSTMENTS</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USED</th>
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<tbody>
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<td>4,021,347</td>
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<td>343,796.01</td>
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## FOR 2019 13

### ACCOUNTS FOR:

- **H00 Capital Projects**

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<tr>
<th>Original</th>
<th>Transfers/ Adjustments</th>
<th>Revised Budget</th>
<th>YTD Actual</th>
<th>Encumbrances</th>
<th>Available Budget</th>
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**TOTAL Capital Projects**

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</table>

**TOTAL REVENUES**

| -178,305  | -148,522  | -326,827  | -654,691.17  | .00       | 327,864.38   |       |

**TOTAL EXPENSES**

<p>| 2,780,723 | 4,704,881 | 7,485,604 | 3,378,977.89 | 32,812.95 | 4,073,913.41 |       |</p>
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<th>FYD ACTUAL</th>
<th>REVISED BUDGET</th>
<th>ORIGINAL APPROP</th>
<th>AVAILABLE</th>
<th>PTY</th>
<th>PERMANENT</th>
<th>PERMANENT</th>
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<td>ENCUMBRANCES</td>
<td>AVAILABLE BUDGET</td>
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** END OF REPORT - Generated by Mack Cook **