

# Public Hearing

## DEPARTMENT OF ZONING

C27-1

There shall be a Department of Zoning headed by a Zoning Officer who shall be appointed by the Council. He shall serve at the pleasure of the Mayor and or the Mayor's designee, be directly responsible to the Mayor and or his designee.

C27-2 Powers and Duties

The Zoning Officer shall have the following powers and duties:

- A. To enforce the Zoning Laws of the City of Cortland.
- B. To serve as Floodplain Administrator for the City of Cortland.
- C. To attend all Historic, Zoning Board, Planning Commission Meetings and to assist their members in them.
- D. To prepare and distribute Agendas for each meeting of the Historic, Zoning and Planning Board.
- E. To assist citizen's in preparing accurate variance applications, or requests of Interpretation regarding Zoning issues, and site plans to be presented to the Historic, Zoning Planning Boards.
- F. To assist the Fire Department Code Enforcement Office and Department of Law in the enforcement of Zoning and Flood plain Laws.
- G. To make recommendation for amendments to the Zoning Map of the City of Cortland.
- H. To enforce, monitor and make recommendation for changes to Chapter 250 of the City Code "Subdivision of Land".
- I. To answer complaints of the Zoning Ordinance and issue Order to remedy as required by law.
- J. To maintain minimum training as required?
- K. Issue flood development, fence, sign and dumpster permits. Issue
- L. Issue Certificates of Zoning according to Chapter 300.
- M. Make records according to law, maintain and keep record with property file.



**City of Cortland**  
DEPARTMENT OF INFORMATION TECHNOLOGY

City Hall, 25 Court Street, Cortland, New York 13045  
Website: [www.cortland.org](http://www.cortland.org)

Phone: 607-758-8350

Fax: 607-753-3295

To: Honorable Mayor and Council  
From: David Stathis  
Re: New spam filter and email archiver

Please consider a request to move \$12,473 from contingency to the IT budget A16805405 for the purchase of a new spam filter and email archiver.

During the last several months most city email users have noticed a substantial increase in spam emails being received. The city's current spam filter does block the majority of spam but an unacceptable amount still gets through. I have made numerous attempts with the vendor to resolve the issue with minimal results. Attached is pricing for a new spam and antivirus firewall. This product is highly rated and was recommended by many of my counter parts in the state. Please take note that we hope to have a substantial improvement in blocking spam emails but it is virtually impossible to stop all spam from getting in. The equipment is on NYS contract.

Also included is pricing for an email archiver. Right now we do not have the capability to archive emails. This function is highly recommended by the NYS archives department.

This equipment has been on my capital projects list for several years but due to the numerous complaints and continuous spam issues we are having I am recommending we purchase the new firewall and archiver from the contingency budget. Mr. Cook has confirmed that contingency funds are available to cover this purchase if authorized by the council.

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CORTLAND COUNTY

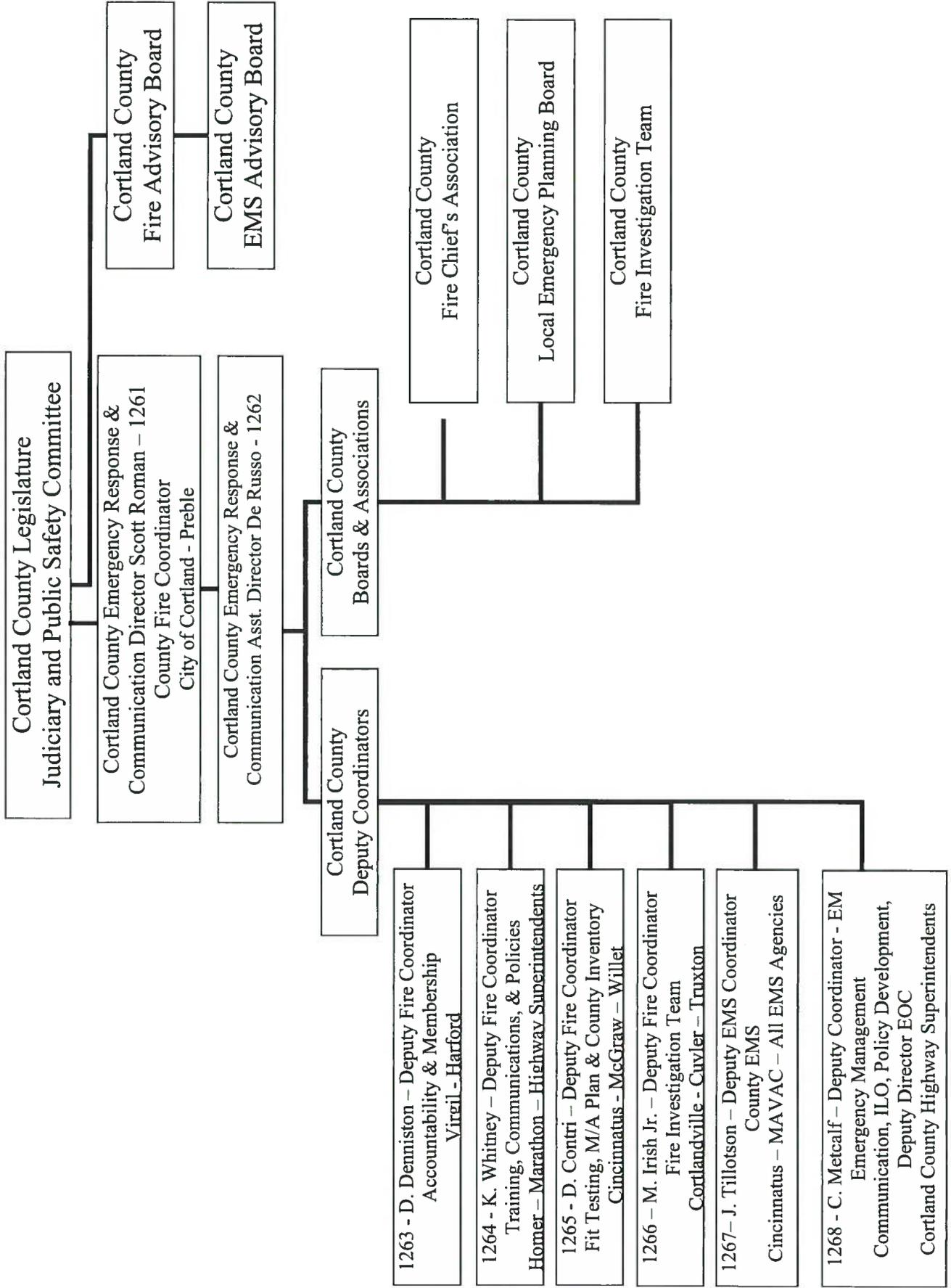
DEPARTMENT OF EMERGENCY  
RESPONSE & COMMUNICATIONS

FIRE SERVICE

MUTUAL AID PLAN

## Table of Contents

ORGANIZATIONAL CHART	3
OBJECTIVE	
Purpose	4
Definition	4
Amendments and Recommended Updates	4
Annual Review	4
PARTICIPATION	
Cortland County Fire Departments	5
7 Contiguous Counties	5
Obligation to Respond	6
Participation Requirements	6
Activation of Plan	8
Responsibilities of assisted or assisting agencies	8
Restriction of Service	9
Withdrawal from Plan	9
EXTENT AND LIMIT OF AUTHORITY OF COUNTY OFFICIALS	
County Fire Coordinator	10
Deputy Fire Coordinator	11
LINE OF AUTHORITY	
Absence of County Fire Coordinator	14
Vacancy of County Fire Coordinator	14
STATUS OF THE LOCAL FIRE DEPARTMENT	
Maintenance of Individuality	14
Authority of “Requesting” Fire Chief or Officer in Charge	14
OPERATION OF THE COUNTY 911 CENTER	
Location	15
Supervision and Dispatching Service	15
Radio Communication Regulations	15
PARTICIPATION IN THE STATE FIRE MOBILIZATION / M/A PLAN	
Procedure to obtain activation of the plan	15
Authority and responsibility of the Regional Fire Administrator	16
Retirement provision to the position of Regional Fire Administrator	16
County Number	16
INTERAGENCY COORDINATION	16
RESOLUTION TO PARTICIPATE IN THE COUNTY MUTUAL AID PLAN	17
APPENDIX A – Cortland County Mutual Aid Plan Affiliated Policies	18
APPENDIX B – Annual Participation Checklists/Firefighter Certification Rosters	35



#### 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 30<sup>th</sup>
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:

Cincinnatus	12001	Cortland	12002	Cuyler	12003
Harford	12004	Homer	12005	Marathon	12006
Mc Graw	12007	Preble	12008	Truxton	12009
Virgil	12010	Willet	12011	Cortlandville	12013

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:

Broome	Cayuga	Chenango
Tioga	Tompkins	Madison
Onondaga		

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 31<sup>st</sup> of the following year. These tests shall include but not be limited to the following:
  - a. Pump testing per NFPA 1911 and service
  - b. 3<sup>rd</sup> 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. 3<sup>rd</sup> 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 26<sup>th</sup>, 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 31<sup>st</sup> 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 Chiefs Association “Firefighter Accountability System” policy which is found in Appendix A.
- i. All County Fire Departments on December 21<sup>st</sup>, 2011 approved the implementation of Cortland County Fire Chiefs 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 Assistant 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

[http://www.semo.state.ny.us/uploads/NYS\\_NIMS\\_Training\\_Guide\\_lines\\_2009.pdf](http://www.semo.state.ny.us/uploads/NYS_NIMS_Training_Guide_lines_2009.pdf)

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 for their Fire Departments to the New York State Division of Homeland Security - Emergency Services no later than April 30<sup>th</sup> 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 – 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 – 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 (Accountability)
  - 1. Oversee the County's Firefighter Accountability system
  - 2. Oversees the printing and distribution of all tags.
- i. Deputy Fire Coordinator (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 (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.
- k. Deputy Fire Coordinator (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.

1. Deputy Coordinator – Emergency Management

1. Serve as the New York State Department of Homeland Security Intelligence Liaison Officer.
2. Assist with tracking of all NIMS Certifications for the County.
3. Maintain an inventory of all fire department personnel.
4. Maintain the radio inventory and fleet mapping for the Cortland County Interoperable Radio System
5. Track and record the annual participation requirements.
6. Assists with the set up the Emergency Operations Center.
7. Serves as the Deputy Director of the Emergency Operations Center.
8. Serve as the liaison with Cortland County Highway Superintendent’s Group
9. Assign, monitor and record the County Fire Instructor’s work

LINE OF AUTHORITY:

1. ABSENCE of County Fire Coordinator – The County Fire Coordinator has designated Assistant Deputy Fire Coordinator 1262 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 has designated the Assistant Deputy Fire Coordinator 1262 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 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 – 002



Department of Emergency  
Response  
And Communications  
Cortland County 911  
Public Safety Building; Suite  
201  
54 Greenbush Street  
Cortland, New York 13045

<b>100-003</b>	<b>Title- FIREFIGHTER CERTIFICATION SYSTEM</b>	
Effective Date – March 26 <sup>th</sup> , 2008	References – March 26 <sup>th</sup> , 2008 – Original Inception	
Next Scheduled Review	March 21 <sup>st</sup> , 2011 – Amended to include FF Survival	
Modified Date – January 22 <sup>nd</sup> , 2012	<b>CLASSIFICATION – POLICY STATEMENT</b>	Approved By -

**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 21<sup>st</sup>, 2011 and again on January 22<sup>nd</sup>, 2012. 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 or the Cortland County Firefighter Boot Camp Program.
  - 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 or equivalent, NIMS 100 and 700.
- d. INTERIOR – January 1<sup>st</sup>, 1970 – December 31<sup>st</sup>, 2011  
Qualifications - New York State Office of Fire Prevention and Control Firefighter 1 or equivalent, New York State Office of Fire Prevention and Control Firefighter Survival, Physical, Fit Test, OSHA Training and NIMS 100 and 700.  
INTERIOR – As of January 1<sup>st</sup>, 2012 must have completed the Cortland County Firefighter Boot Camp which 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 these courses may be taken individually to meet the qualification of Interior Firefighter.
- e. FAST – January 1<sup>st</sup>, 1970 – December 31<sup>st</sup>, 2011  
Qualifications - Meets all the requirements for Interior, plus must have completed New York State Office of Fire Prevention and Control Truck Company Operations, New York State Office of Fire Prevention and Control FAST Course and be a certified CPR – D valid card holder  
FAST – Meets all the as of January 1<sup>st</sup>, 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 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

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Rich Roberts

ISSUED BY FIRE COORDINATOR

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Scott Roman



Department of Emergency  
Response  
And Communications  
Cortland County 911  
Public Safety Building; Suite  
201  
54 Greenbush Street  
Cortland, New York 13045

<b>200-010</b>	<b>Title- NO FIRE DEPARTMENT ACKNOWLEDGEMENT RESPONSE</b>	
Effective Date December 21 <sup>st</sup> , 2011	References –	
Next Scheduled Review		
Modified Date	<b>CLASSIFICATION – STANDARD OPERATING GUIDELINE</b>	Approved By -

**PREFACE:** This policy was adopted December 21<sup>st</sup>, 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 3<sup>rd</sup> Activation Time Stamp for reactivation.

**POLICY:**

- 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:

<b>RESPONSE</b>	<b>STEP</b>	<b>TIME</b>	<b>PROCEDURE</b>
Not applicable – Initial Alarm	Activation of Host Department	Time of Alarm	Host Department, Tones and Message
No Apparatus Enroute or Department Acknowledgement	Reactivation	5 Minutes after time of alarm	2 <sup>nd</sup> Activation Host Department, Tones and Message
No Apparatus Enroute or Department Acknowledgement	Reactivation and activate mutual aid	10 minutes after time of alarm	3 <sup>rd</sup> Activation Host Department as well as closest available mutual aid department as chosen by the DOERC

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**:

RESPONSE	STEP	TIME	PROCEDURE
Not applicable – Initial Alarm	Activation of Host Department	Time of Alarm	Host Department, Tones and Message
No Apparatus Enroute or Department Acknowledgement	Reactivation	5 Minutes after time of alarm	2 <sup>nd</sup> Activation Host Department, Tones and Message
No Apparatus Enroute or Department Acknowledgement	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	No emergency response required from host department	Host Department Tones and Message that department can stand down
No Apparatus Enroute or Department Acknowledgement	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	10 minutes after time of alarm – emergency response required	3 <sup>rd</sup> Activation Host Department as well as closest available mutual aid department, <b>except for the City of Cortland Fire Department</b> as chosen by the Cortland County 911 Center, Tones and Message. <b>The City of Cortland Fire Department will not be activated to respond mutual aid to departments that are going to a 3<sup>rd</sup> Activation.</b>

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 3<sup>rd</sup> 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

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RICH ROBERTS

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SCOTT ROMAN



Department of Emergency  
Response  
And Communications  
Cortland County 911  
Public Safety Building; Suite  
201  
54 Greenbush Street  
Cortland, New York 13045

<b>100-007</b>	<b>Title- RESPIRATORY PROTECTION PROGRAM</b>	
Effective Date – March 26 <sup>th</sup> , 2010	References –	
Next Scheduled Review		
Modified Date	<b>CLASSIFICATION – POLICY STATEMENT</b>	Approved By -

**PREFACE:** This policy was adopted May 26<sup>th</sup>, 2010 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 contaminates.

- POLICY:**
1. All wearers of a SCBA shall have an annual physical 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 contaminants
  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 an annual physical 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.

ISSUED BY FIRE COORDINATOR

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SCOTT ROMAN



Department of Emergency  
Response  
And Communications  
Cortland County 911  
Public Safety Building; Suite  
201  
54 Greenbush Street  
Cortland, New York 13045

<b>300-001</b>	<b>Title- FIREFIGHTER ACCOUNTABILITY SYSTEM</b>	
Effective Date February 23 <sup>rd</sup> , 2000	References – September 21 <sup>st</sup> , 2011 – modified due to new color scheme and tag system October 23 <sup>rd</sup> , 2013 – revised to recognize helmet sticker addition	
Next Scheduled Review		
Modified Date October 23 <sup>rd</sup> , 2013	<b>CLASSIFICATION – STANDARD OPERATING GUIDELINE</b>	Approved By -

**PREFACE:** The Cortland County Fire Chiefs Association adopted this policy on February 23<sup>rd</sup>, 2000. This policy was amended and adopted on September 21<sup>st</sup>, 2011, January 22<sup>nd</sup>, 2013 and October 23<sup>rd</sup>, 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.

The City of Cortland does have a citywide accountability tag that has been authorized to be used. However it should be noted that all members of the City of Cortland possess County Tags as well to be used when operating at any incident outside the City of Cortland.

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 be:

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 or the Cortland County Firefighter Boot Camp 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 air pack.
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

ISSUED BY FIRE COORDINATOR

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Rich Roberts

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Scott Roman

# Appendix B

## Annual Participation Requirement Checklist

Annual Participation Requirements Checklist for: \_\_\_\_\_

Checklist to be filed with Cortland County Department of Emergency Response and Communications by January 31<sup>st</sup> of each year

Date Submitted: \_\_\_\_\_ Submitted by: \_\_\_\_\_

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

Participation Requirements	Completed On – List Date	Completed by
Pump Testing per NFPA Standard 1911		
3 <sup>rd</sup> Party SCBA Testing per NFPA Standards 1404, 1500, and 1582		
3 <sup>rd</sup> Party Breathing Air Compressor Test per NFPA Standard 1989		
Ground Ladder Testing per NFPA Standard 1932		
Aerial Ladder Testing per NFPA Standard 1914		
Hose Testing per NFPA Standard 1962		
All incidents shall be reported to and on file with the NYS OFPC		
Reviewed the Cortland County Fire / EMS Policy Manual		
Filing Requirements	Received On – List Date	Filed by
Firefighter Certification System 100 – 003 conditions met		
Respiratory Protection Program 100 – 006 conditions met		
Firefighter Accountability System 300 – 002 conditions met		
Firefighter Certification Rosters Complete in accordance with Firefighter Certification System Policy 100-003		
Mutual Aid Insurance Certificate		
Any and all Inventory Changes		
Style and number of air packs being used		

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF CORTLAND, NEW YORK  
AND  
CORTLAND PROFESSIONAL FIRE FIGHTERS ASSOCIATION,  
IAFF LOCAL 2737**

As a result of negotiations between the Cortland Professional Fire Fighters Association, IAFF Local 2737 (the "Association") and the City of Cortland (the "City"), the following Memorandum of Agreement has been reached:

1. The Association agrees in principle to support a municipal program allowing "bunkers" or volunteer firefighters to provide services in the fire stations and to man fire department apparatus (**See Footnote A**) for the purpose of fulfilling the grant that the City was recently awarded and supplementing and augmenting existing manning provided:

A. Prior to appointment as a volunteer "bunker", each volunteer firefighter shall satisfy all of the following training requirements:

a. Complete the following OFPC courses or their equivalent:

- i. Firefighter I or equivalent;
- ii. Truck Company Operations or Ladder Company Operations;
- iii. Incident Command System (NIMS 100 & 700);
- iv. BLS CPR;
- v. Mask Confidence;
- vi. Firefighter Survival;

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<sup>A</sup> For the purpose of this agreement, fire department apparatus shall be defined, as any city owned vehicle carry emergency equipment assigned to the fire department that is intended to respond to incident that the fire department is called upon to mitigate or assist in mitigation.

- vii. Medically approved each year to operate as an interior firefighter in accordance with NFPA 1582;
  - viii. Complete Cortland Fire Department Orientation; and
  - ix. Pass Fire Department's Physical Readiness Test.
- B. Within 3 months of his/her appointment, the "bunker" shall successfully complete the Candidate Physical Ability Test or equivalent.
- C. Within 12 months of his/her appointment, the "bunker" shall satisfy all of the following training requirements:
  - a. Firefighter II or equivalent;
  - b. Accident Victim Extrication Course; and
  - c. Rescue Operations or Rescue Technician- Basic.
- D. Within 24 months of his/her appointment, the "bunker" shall satisfy the following training requirement:
  - a. Posses and maintain NYS Emergency Medical Technician – Basic Certification and Basic Life Support for Healthcare Provider Certification.
- E. The "bunker" must complete sufficient annual refresher training as to reasonably maintain proficiency in all of the areas mentioned. The total hours of training shall exceed 50 hours including current certification as an "interior firefighter" according to Cortland Fire Department Standard Operating Procedures.
- F. Any participating volunteer firefighter who allows any of his/her required certification(s) to lapse shall be immediately disqualified from this program until such time the certification(s) are renewed. If the volunteer firefighter obtains the necessary certifications, he/she will then be required to resume the requirements set forth above.

- G. The Association shall be permitted an active decision making role in the development, control, and implementation of any program permitting any volunteer firefighter “bunker” program.
- H. In the interest of facilitating the success of this program, the above training and certification requirements may be modified upon mutual consent of the Association and representatives of the City of Cortland. Without the unanimous consent of both parties, the above requirements shall not be modified. The parties agree that by entering into negotiations for and agreeing to this Memorandum of Agreement they are not reopening any other provision in the Collective Bargaining Agreement.
- I. This Memorandum of Agreement will remain in effect through December 31, 2015, at which time it will sunset and the parties will revert to Article XX in the current Collective Bargaining Agreement. The parties agree the Triborough Law (Civil Service Law § 209-a(1)(e)) and the Triborough Doctrine shall have no application to this Memorandum of Agreement.

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**AGREEMENT BETWEEN THE  
CITY OF CORTLAND AND THE CORTLAND PROFESSIONAL  
FIREFIGHTERS ASSOCIATION**

Dated: \_\_\_\_\_

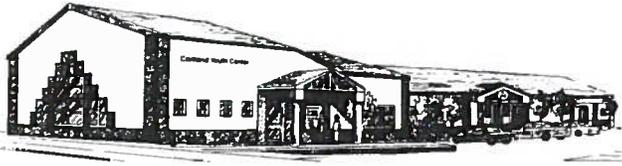
Dated: \_\_\_\_\_

By: \_\_\_\_\_

**CITY OF CORTLAND**  
Brian Tobin  
Mayor – City of Cortland

By: \_\_\_\_\_

**CORTLAND PROFESSIONAL FIREFIGHTERS ASSOC.**  
Derek Reynolds  
CPFFA - IAFF Local 2737 – President



# CORTLAND YOUTH BUREAU

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35 Port Watson Street • Cortland, NY 13045 • (607) 753-3021 • Fax: (607) 753-3023

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TO: Mayor Brian Tobin  
Members of the City Council  
Mack Cook, Director of Administration and Finance  
Lori Crompton, Finance Department

FROM: John McNerney, Youth Bureau Director

RE: Wickwire Pool Trust Fund Deposit

DATE: December 18<sup>th</sup>, 2014

As you are fully aware the Wickwire Pool Fundraising committee has been busy seeking donation for the renovation of Wickwire Pool. I would like to ask the common council to accept and recognize the following donations.

<i>Donation</i>	<i>Amount</i>
<i>Sandra Ripic</i>	<i>\$ 200.00</i>
<i>Albert &amp; Mary Beilby</i>	<i>\$ 500.00</i>
<i>Cortland Community Foundation</i>	<i>\$5,808.00</i>
<i>SUNY at Cortland Student Government</i>	<i>\$ 30.54</i>
<i>Ashley and Beverly Ellefson</i>	<i>\$ 100.00</i>

***Total Donations =*** ***\$ 6,638.54***

Funds should be deposited into the Wickwire Pool Trust Fund. Attached is a copy of the check for your records. Feel free to contact me with any questions at 753-3021 ext.23.



**From:** Bruce Adams  
**Sent:** Monday, December 29, 2014 1:00 AM  
**To:** mayorofc  
**Cc:** Brian Tobin; Mack Cook; ward3  
**Subject:** Agenda items for 1/6/15

Hi Shellie,

Please add the following six items to the agenda for 1/6:

Consideration of a Resolution to create the position of Wastewater Treatment Plant Operator of Record (Bruce Adams)

Consideration of a Resolution to temporarily lift the hiring freeze in order to fill the position of Wastewater Treatment Plant Operator of Record (Bruce Adams)

Consideration of a Resolution to authorize the appointment of Ed Poole, a current employee, to the position of Wastewater Treatment Plant Operator of Record effective January 7, 2015 (Bruce Adams)

Consideration of a Resolution to create the position of Superintendent of Wastewater (Bruce Adams)

Consideration of a Resolution to temporarily lift the hiring freeze in order to fill the position of Superintendent of Wastewater (Bruce Adams)

Consideration of a Resolution to authorize the appointment of Bruce Adams, a current employee, to the position of Superintendent of Wastewater effective January 7, 2015 (Bruce Adams)

The two attachments are for the information packet.

Jurisdiction: City of Cortland  
Jurisdictional Class: Competitive  
Adopted: 1/6/15

## **SUPERINTENDENT OF WASTEWATER**

### **DISTINGUISHING FEATURES OF THE CLASS:**

This is administrative and technical work involving responsibility for planning, coordinating and directing overall wastewater department activities. The work is performed under administrative direction of the Mayor and with the advice of the Wastewater Advisory Board. General supervision is exercised over the activities of all subordinate wastewater employees. Does related work as required.

### **TYPICAL WORK ACTIVITIES:**

Plans and directs major and minor upgrades and capital improvements to wastewater facilities;

Supervises the performance of all contracts for wastewater-related services and facility improvements and certifies the amounts due and payable thereunder;

Prepares departmental budget and directs the maintenance of budget control;

Drafts specifications for and recommends the purchase of equipment; machinery, materials, tools and other supplies;

Directs the preparation and maintenance of a variety of activity, cost, personnel, statistical and related records and reports;

Attends meetings and conferences to assist in the formulation of policy relating to wastewater activities;

Assists in application for and administration of grants for wastewater and related infrastructure projects;

Works with Director of Administration in developing opportunities to leverage wastewater services as an economic development tool;

Plans and directs training of subordinate personnel to ensure an adequately skilled workforce.

### **FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES:**

Thorough knowledge of the processes, practices, techniques, tools, equipment, materials, terminology and safety precautions of all aspects of biological wastewater treatment;

Good knowledge of Federal, State and local laws and regulations relating to wastewater treatment;

Good knowledge of the principles and practices of the administration of a wastewater department;

Ability to plan, develop, coordinate and carry out small scale wastewater treatment facility projects and programs;

Ability to solve difficult and unusual wastewater problems;

Ability to analyze technical wastewater data, arrive at logical conclusions and present facts and findings clearly and concisely;  
Ability to understand and carry out complex administrative and technical, oral, and written directions;  
Ability to get along well with and secure the cooperation of others;  
Ability to train subordinates in wastewater methods and procedures;  
Good judgment;  
Initiative and resourcefulness;  
Integrity;  
Dependability;  
Physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:**

Possession of a Grade 4A Wastewater Treatment Plant Operator certification issued by the New York State Department of Environmental Conservation at the time of appointment.

Jurisdiction: City of Cortland  
Jurisdictional Class: Competitive  
Adopted: 1/6/15

## **WASTEWATER TREATMENT PLANT OPERATOR OF RECORD**

### **DISTINGUISHING FEATURES OF THE CLASS:**

The work involves responsibility for operating a wastewater treatment plant utilizing a biological treatment process. The incumbent manages wastewater treatment process control, regulatory reporting, and the safety program. The incumbent also assists in the preparation of budgets, capital projects and scheduling. The work is performed under the direct supervision of the Superintendent of Wastewater with significant leeway allowed for the exercise of independent judgment in planning and carrying out the details of the work. Supervision is exercised over operators, trainees, laboratory personnel, and other subordinate employees. Performs any activity required for the operation of the plant in the absence of subordinates. Does related work as required.

### **TYPICAL WORK ACTIVITIES:** (Illustrative only)

- Submits Discharge Monitoring Reports and Monthly Performance Reports to NYSDEC;
- Reports any incidents of permit non-compliance to NYSDEC;
- Reviews daily process testing results and certified laboratory compliance test results and makes process control changes as necessary;
- Inspects plant equipment and machinery on a daily basis and coordinates needed maintenance and repair with the Deputy Chief Operator;
- Assists the Superintendent of Wastewater in the preparation of departmental budgets;
- Assists the Superintendent of Wastewater in the planning and execution of capital projects;
- Coordinates with the Deputy Chief Operator in the scheduling of personnel;
- Keeps a log of plant operations and related records;
- Monitors and manages deliveries of trucked wastes from other municipalities and entities;

Trains new plant operators as required;  
Supervises the work of Wastewater Treatment Plant Operator II's and  
Wastewater Treatment Plant Operator I's in the performance of  
their operational duties.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND  
PERSONAL CHARACTERISTICS:**

Good knowledge of the principles and practices involved in the  
operation and maintenance of a wastewater treatment plant;  
Good knowledge of federal, state and local laws and regulations  
applicable to a wastewater treatment plant;  
Working knowledge of the tools, equipment and terminology used in the  
maintenance and repair of wastewater treatment systems;  
Working knowledge of the principles and applications of physics,  
chemistry and bacteriology as applied to wastewater treatment  
and disposal;  
Skill in the operation and repair of pumps, valves and related  
mechanical and electrical equipment;  
Ability to make routine laboratory and field tests for control of plant  
operations;  
Ability to analyze and organize data and prepare records and reports;  
Ability to understand and follow oral and written instructions;  
Mechanical aptitude;  
Physical condition commensurate with the demands of the job.

**MINIMUM QUALIFICATIONS:**

Possession of a current Grade 4A Wastewater Treatment Plant  
Operator certificate issued by the New York State Department of  
Environmental Conservation at the time of appointment.

## Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D034816

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the City of Cortland (the "Municipality/Sponsor")  
acting by and through The Mayor  
with its office at 25 Court Street, Cortland NY 13045.

This Agreement covers eligible costs incurred on or after  / / .

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as NE Gateway and Clinton ave Corridor Enhancement Initiative (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

MUNICIPALITY/SPONSOR: City of Cortland

PROJECT ID NUMBER: 395052 BIN: NA

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_ adopted at meeting held on \_\_\_\_\_ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the Mayor of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)

Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

MUNICIPALITY/SPONSOR: City of Cortland

PROJECT ID NUMBER: 395052 BIN: NA

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal aid Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be on the Federal aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

MUNICIPALITY/SPONSOR: City of Cortland

PROJECT ID NUMBER: 395052 BIN: NA

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs*. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1; (b) be for work which, when completed, has a certifiable service life of at least 10 years; and (c) be for a work type that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing off the State Highway System.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A*. Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements*. NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation*. In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

MUNICIPALITY/SPONSOR: City of Cortland

PROJECT ID NUMBER: 395052 BIN: NA

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
  - (b) By facsimile transmission;
  - (c) By personal delivery;
  - (d) By expedited delivery service; or
  - (e) By e-mail.

MUNICIPALITY/SPONSOR: City of Cortland

PROJECT ID NUMBER: 395052 BIN: NA

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

**Name:** Janet Hutton for Evan Schimel, RLPL

**Title:** Capital Program Analyst

**Address:** 333 East Washington Street Syracuse, NY 13202

**Telephone Number:** 315-428-4729

**Facsimile Number:** 315-428-4417

**E-Mail Address:** evan.schimel@dot.ny.gov

**[Municipality/Sponsor] City of Cortland**

**Name:** Brian Tobin

**Title:** Mayor

**Address:** 25 Court Street, Cortland, NY 13045

**Telephone Number:** (607) 753-0872

**Facsimile Number:** (607) 758-8392

**E-Mail Address:** mayor@cortland.org

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm) or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us). When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

MUNICIPALITY/SPONSOR: City of Cortland

PROJECT ID NUMBER: 395052 BIN: NA

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time.

Locally administered Federal aid transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

MUNICIPALITY/SPONSOR: City of Cortland

PROJECT ID NUMBER: 395052 BIN: NA

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK            )  
  )ss.:  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (06/14)

MUNICIPALITY/SPONSOR: City of Cortland

PROJECT ID NUMBER: 395052 BIN: NA

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

# SAMPLE RESOLUTIONS

SAMPLE RESOLUTION BY MUNICIPALITY  
(Locally Administered Project)  
RESOLUTION NUMBER: \_\_\_\_\_

**Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.**

WHEREAS, a Project for the \_\_\_\_\_, P.I.N. \_\_\_\_\_ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of \_\_\_\_\_% Federal funds and \_\_\_\_\_% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of \_\_\_\_\_.

NOW, THEREFORE, the \_\_\_\_\_ Board, duly convened does hereby

RESOLVE, that the \_\_\_\_\_ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the \_\_\_\_\_ Board hereby authorizes the \_\_\_\_\_ of \_\_\_\_\_ to pay in the first instance 100% of the federal and non-federal share of the cost of \_\_\_\_\_ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \_\_\_\_\_ is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the \_\_\_\_\_ of \_\_\_\_\_ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the \_\_\_\_\_ thereof, and it is further

RESOLVED, that the \_\_\_\_\_ of the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the \_\_\_\_\_ of \_\_\_\_\_ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
NYSDOT/ State-Local Agreement - Schedule A for PIN 3950.52**

**OSC Municipal Contract #:** \_\_\_\_\_ **Contract Start Date:**  / /  (mm/dd/yyyy) **Contract End Date:** 12/31/2019 (mm/dd/yyyy)  
 Check, if date changed from the last Schedule A

**Purpose:**  Original Standard Agreement  Supplemental Schedule A No.

**Agreement Type:**  Locally Administered Municipality/Sponsor (Contract Payee): City of Cortland  
 Other Municipality/Sponsor (if applicable): \_\_\_\_\_

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

**Authorized Project Phase(s) to which this Schedule applies:**  PE/Design  ROW Incidentals  
 ROW Acquisition  Construction/CI/CS

**Work Type:** BIKE/PED./FACILITIES **County** (If different from Municipality): Cortland County

**Marchiselli Eligible**  Yes  No *(Check, if Project Description has changed from last Schedule A):*

**Project Description:** NE Gateway and Clinton Ave Corridor Enhancement Initiative

**Marchiselli Allocations Approved FOR ALL PHASES** *To compute Total Costs in the last row and column, right click in each field and select "Update Field."*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$	\$	\$	\$ 0.00
<input type="checkbox"/>	Current SFY	\$	\$	\$	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
<b>TOTAL CURRENT COSTS:</b>			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**NYSDOT/State-Local Agreement – Schedule A**

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
3950.52.121	Current	TEP	\$121,900.00	\$97,520.00	\$24,380.00	\$0.00
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
.	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
<b>TOTAL CURRENT COSTS:</b>			\$121,900.00	\$97,520.00	\$24,380.00	\$ 0.00

<b>C. Total Local Deposit(s) Required for State Administered Projects:</b>	\$0.00
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**D. Total Project Costs** To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$97,520.00	\$0.00	\$0.00	\$24,380.00	\$121,900.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Janet Hutton for Evan Schimel, RLPL</u> Phone No: <u>315-428-4729</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.



## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

## **A2. Right-of-Way (ROW) Incidentals**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
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<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

## **B. Right-of-Way (ROW) Acquisition**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b>	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

### **C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>
12. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 13. Administer all construction contract claims, disputes or litigation.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input type="checkbox"/> |

**TABLE OF CONTENTS**

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
(March 2013)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects (available through NYSDOT's web site at: [www.dot.ny.gov/plafap](http://www.dot.ny.gov/plafap)). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: [www.fhwa.dot.gov/programadmin/contracts/1273.htm](http://www.fhwa.dot.gov/programadmin/contracts/1273.htm)).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under [18 U.S.C. 1001](#) and/or the Program Fraud Civil Remedies Act of 1986 ([31 U.S.C. 3801](#) et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

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<sup>1</sup> The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance ([CFDA](http://www.cfda.gov)<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.**

**Additional CFDA numbers for other transportation and non-transportation related programs are:**

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

**(a)** You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

**(b)** You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

**(1)** You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

**(2)** You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime

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<sup>2</sup> [www.cfda.gov/](http://www.cfda.gov/)

contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

**(3)** You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

**(c)** For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

**(d)** Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

**(e)** You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

**(1)** A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

**(2)** A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

**(3)** Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.