

ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

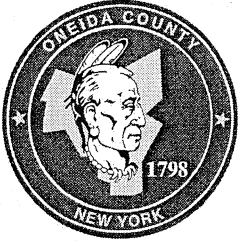
Frank D. Tallarino
Minority Leader

EXPEDITED COMMUNICATIONS FOR DISTRIBUTION FOR THE APRIL 8, 2015 MEETING

(Correspondence relating to upcoming legislation, appointments, petitions, etc)

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ALL SUPPORTING DOCUMENTATION AVAILABLE AT
www.ocgov.net



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

February 24, 2015

Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Ave
Utica, New York 13501

FN 20 15 - 114

PUBLIC SAFETY

WAYS & MEANS

*replaces prior Board Packet
in 3/11/15 communications
for 2015-114*

Dear County Executive Picente,

The 911 Center requests to enter into a Amendment to a subscription agreement between Emergency Services Marketing Corp., Inc. as a duly licensed provider of "iamresponding.com" and Oneida County Emergency Services.

The subscription with Emergency Services Marketing Corp. will allow County dollars totaling \$33,243.00 each year to directly fund the subscription and allow the county to be provided access to "iamresponding.com". The total for the (5) five year amendment will be \$166,215.00.

"IamResponding.com" lets first responder supervisors know immediately who is responding to calls and dispatches, where they are responding, and when they will be responding. This saves critical time, and reduces response times for fire departments, Emergency Medical Response agencies and response teams when responding to emergencies.

I am requesting the Board of Legislators approval.

If I can be of further assistance, please feel free to contact me.

Thank You.

Sincerely,

Kevin W. Revere
Director of Emergency Services

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3/18/15

kmg

Oneida Co. Department Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Emergency Services Marketing Corp., Inc.
iamresponding.com
P.O. Box 93
Dewitt, New York 13214-0093

Title of Activity or Services: Renewal of subscription agreement for iamresponding.com

Proposed Dates of Operations: February 14, 2015 – February 14, 2020

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Fire, Law Enforcement and EMS Interactive Notification Interface

2). Program/Service Objectives and Outcomes

Primary objective is to provide 24 hour/7 day week ability of tracking the response and availability of all responding emergency services personnel.

3). Program Design and Staffing Level

N/A

Total Funding Requested: \$166,215.00

Oneida County Dept. Funding Recommendation:

Proposed Funding Source (Federal \$ /State \$ / County \$): 3020.492

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments:

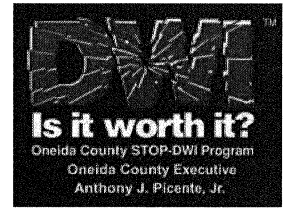
Oneida County
Office of Traffic Safety / STOP-DWI Program



FN 20 15 - 135 Anthony J. Picente Jr.
Oneida County Executive

PUBLIC SAFETY Thomas A. Giruzzi
Stop-DWI Coordinator

WAYS & MEANS

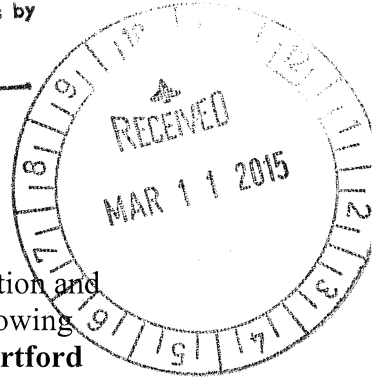


Honorable Anthony J. Picente Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Reviewed and Approved 3/5/15
Submitted to the
Oneida County Board of Legislators by

Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive

Date 3/11/15



Dear County Executive Picente:

Attached, please find an agreement that requires both Board of Legislators action and your signature, between the Oneida County STOP DWI Program and the following school districts: **Camden Central School, Clinton Central School, New Hartford Central School, New York Mills, Oriskany Central School, Sauquoit Central School and Thomas Proctor High School.** The contract is for funding in 2015 to conduct STOP-DWI mission based initiatives in their respectful Schools, which enhance the mission of the STOP-DWI Program.

I am respectfully requesting that this Contract for the **Camden Central School** be approved for the Clinton, New Hartford, New York Mills, Oriskany, Sauquoit, and Thomas R. Proctor School districts, as well. All are of the same content, with the exception of school name, school location and the fact Camden is receiving \$350.00 as opposed to \$250.00, to cover cost of their special project.

The total amounts to \$1850.00

The SADD Chapters are:

Camden Central School, 55 Oswego Street, Camden NY 13316 -	\$350.00
Clinton Central School, 75 Chenango Rd., Clinton NY, 13323 -	\$250.00
Oriskany Central School, 1312 Utica Street, Oriskany NY 13424-	\$250.00
New Hartford Central School, 33 Oxford Road New Hartford NY 13413	\$250.00
New York Mills High School, Burrstone Road New York Mills NY 13417	\$250.00
Sauquoit Central School, 2601 Oneida St. Sauquoit NY, 13456	\$250.00
Thomas R. Proctor High School, 1203 Hilton Ave Utica NY, 13501	\$250.00

This funding is 100% supported by DWI fines generated in Oneida County therefore; **there are NO County Dollars in this contact.** Thank you for your personal attention to this matter. Should you have any further questions, please contact my office.

Sincerely,

Thomas A. Giruzzi
Thomas A. Giruzzi,
STOP DWI Coordinator



Oneida County Emergency Services ▪ 200 Base Road ▪ Suite 3 ▪ Oriskany, NY 13424
Office of Traffic Safety 315.736.8946 ▪ STOP-DWI Program 315.736.8943
Fax: 315.736.8958 ▪ E-mail stopdwi@ocgov.net ▪ www.ocgov.net



Oneida County Department: STOP-DWI Program

Competing Proposal _____
Only Respondent _____
Sole Source X

CONTRACT SUMMARY

Name of Proposing Organization: **Camden Central School District**

Title of Activity or Service: Conduct Activities Consistent with the Mission of the Stop-DWI Program.

Proposed Dates of Operation: **April 1, 2015 to May 31, 2015**

Client Population/Number to be served: Entire Camden School District 300-500.

SUMMARY STATEMENTS

1.) Narrative description of Proposed Services – *Promotion of the Stop-DWI message throughout the Camden Central School District by activities conducted through its SADD Organization.*

2.) Program/Service Objectives and Outcomes – *To increase student awareness throughout the Camden Central School and its community*

3.) Program Design and Staffing Levels – SADD Advisor, SADD students along with adult volunteers as needed.

Total Funding Requested: \$350.00

Oneida County Dept. Funding Recommendation: \$350.00 (A3313.495)

Proposed Funding Source (Federal\$/State\$/County\$): County Dollars, 100% reimbursed from DWI fine monies generated in Oneida County.

Cost per client served: N/A

Past Performance Data: *The Camden Central School District applies each year for funding to be used with in the school to participate in and promote the Stop-DWI message.*

Oneida County Department Staff Comments: *The Camden Central School District SADD Organization continues each year to promote the message of the Stop-DWI Program before or during Prom season and leading up to Graduation.*

Oneida County STOP-DWI Program Agreement

THIS AGREEMENT, made this 1st day of March 2015 by and between The Camden Central School District, located at 55 Oswego Street, Camden NY 13316 and the COUNTY OF ONEIDA, by and through its STOP-DWI PROGRAM, having offices at 200 Base Road, P.O. Box 908, Oriskany, New York 13424, hereinafter referred to as the "COUNTY."

WHEREAS, the Oneida County STOP-DWI Program is committed to the countywide reduction of alcohol related traffic injuries and fatalities, and

WHEREAS, a key component to the program is the comprehensive community awareness and education program conducted throughout Oneida County schools, civic and community organizations, and

WHEREAS, The Camden Central School District desires to participate in and promote the STOP-DWI Program message throughout its organization.

NOW, THEREFORE, the parties agree as follows:

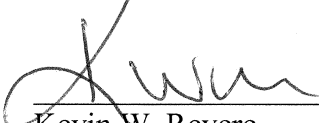
1. The Oneida County STOP-DWI Program agrees to provide Camden Central School District with **\$350.00**, three hundred fifty dollars and no/cents, for its SADD Chapter toward the promotion of the Oneida County STOP-DWI Program message.
2. The Camden Central School District agrees to conduct activities consistent with the mission of the STOP-DWI Program and consistent with the directives and standard operating procedures attached hereto as promulgated by the STOP-DWI Program, as same may be amended.
3. The Camden Central School District shall submit a final report of program activities to the STOP-DWI Program, no later than 15 days after the conclusion of the proposed event(s).
4. All expenditures must be pre-approved by the STOP-DWI Program.
5. This agreement shall be in effect from **April 1, 2015 to May, 31 2015**. The COUNTY reserves the right to cancel this **AGREEMENT**, upon 30 days written notice to Camden Central School District.
6. This **AGREEMENT** cannot be assigned by Camden Central School District except as stated above, without obtaining written approval from the COUNTY.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

CONTRACTOR:


Richard Meyers
Representative, Camden Central School District

3/4/15
Date


Kevin W. Revere
Emergency Services Director

3/8/15
Date

Anthony J. Picente, Jr., County Executive

Date

Approved as to form
Oneida County Department of Law

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

March 16, 2015

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

FN 20 15-136

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

Attached are three (3) copies of an Amendment between Oneida County through its Health Department and The Neighborhood Center, Inc.

The Oneida County Health Department and the Neighborhood Center, Inc. currently have an Agreement whereby the Neighborhood Center, Inc. will provide comprehensive support for home visitation and inspection, sampling services and office operations in order to effectively implement the goals and objectives of the Childhood Lead Poisoning Primary Prevention Program.

The Amendment will extend the term of the Original Agreement (October 1, 2013 through March 31, 2015) to June 30, 2015 with reimbursement, not to exceed, \$49,500 from April 1, 2015 through June 30, 2015. The amount of the Original Agreement is in the amount of \$310,890. Reimbursement is funded 100% through the New York State Department of Health Childhood Lead Poisoning Primary Prevention Program Grant. Additionally, the Oneida County Health Department has not received the grant from the New York State Department of Health for the extended term of April 1, 2015 through March 31, 2016. Should funding not become available from the New York State Health Department, the Oneida County Health Department shall be under no further obligation to the Neighborhood Center, Inc. other than costs actually incurred prior to termination.

This is not a program mandated by Public Health Law. However, this extended Agreement with the Neighborhood Center, Inc. is necessary in order for the Health Department to continue important services to prevent children from becoming lead poisoned in Oneida County.

If this meets with your approval, please forward to the Board of Legislators.

Sincerely,

Phyllis D. Ellis
Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
ry

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 3/16/15

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source: _____

Other: Amendment

ONEIDA COUNTY BOARD OF LEGISLATORS

NAME AND ADDRESS OF VENDOR: Sandra L. Soroka
Executive Director
The Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

SUMMARY STATEMENT: The Oneida County Health Department and The Neighborhood Center, Inc., currently have an Agreement whereby The Neighborhood Center, Inc. will provide comprehensive support for home visitation and inspection, sampling services and office operations in order to effectively implement the goals and objectives of the Childhood Lead Poisoning Primary Prevention Program.

DATES OF OPERATION: October 1, 2013 through March 31, 2015 (Original Agreement) The Amendment will extend the term of the Original Agreement through June 30, 2015.

TOTAL FUNDING REQUESTED: The Amendment also provides for the Oneida County Health Department to reimburse The Neighborhood Center, Inc. (not to exceed) \$49,500 from April 1, 2015 through June 30, 2015.

 NEW RENEWAL X AMENDMENT APPLICATION

FUNDING SOURCE: Reimbursement is funded 100% through the New York State Department of Health Childhood Lead Poisoning Primary Prevention grant.

COMMENTS: Additionally, the Oneida County Health Department has not received the grant from the New York State Department of Health for the extended term of April 1, 2015 through March 31, 2016. Should funding not become available from the New York State Department of Health, the Oneida County Health Department shall be under no further obligation to the Neighborhood Center, Inc. other than costs actually incurred prior to termination.

Expense Account: A4062.495

Revenue Account: A4062

**Contract between Oneida County through its Health Department and
The Neighborhood Center, Inc.**

THIS AGREEMENT by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, N.Y., 13501, hereinafter referred to as the "County", through its Health Department located at 185 Genesee Street, Utica, N.Y., 13501, hereinafter referred to as "Agency", and The Neighborhood Center, Inc., located at 293 Genesee Street, Utica, New York, 13501, hereinafter referred to as the "Contractor".

WHEREAS, the Agency, an organized Public Health Department of Oneida County, pursuant Federal, State and Local statues, rules and regulations; and

WHEREAS, the Agency has been awarded a grant from the New York State Department of Health for the implementation of the Childhood Lead Poisoning Primary Prevention Program (CLPPP Program or Lead Program) and;

WHEREAS, the Agency and Contractor currently have an Agreement whereby the Contractor agrees to provide comprehensive support for home visitation and inspection and sampling services and office operations in order to effectively implement the goals and objectives of the CLPPP Program through March 31, 2015 (the "original Agreement");

NOW, THEREFORE the parties hereto intend to be legally bound and hereby agree as follows:

- 1) This Agreement shall extend the term of the current Agreement to June 30, 2015 unless earlier terminated as provided in current Agreement, attached herein as "Exhibit A," with all other conditions, terms and obligations remaining the same.
- 2) The Agency agrees to pay a fee to the Contractor upon services performed. The fee to the Contractor for services performed from April 1, 2015 to June 30, 2015 shall not exceed \$49,500.
- 3) The Parties hereto agree and acknowledge that the Agency has not received the CLPPP Program grant from the New York State Department of Health for April 1, 2015 to March 31, 2016. In the event that the CLPPP Program grant funding is not available from the New York State Department of Health for the April 1, 2015 to March 31, 2016 grant, the Agency shall have the option to immediately terminate the Agreement upon providing written notice to the Contractor. In such an event, the Agency shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Agency be responsible for any actual or consequential damages as a result of termination.
- 4) The parties hereto agree that all other remaining terms and conditions in the original Agreement shall remain the same.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

BY: _____
Anthony J. Picente, Jr.
Oneida County Executive

DATE: _____

CONTRACTOR

BY: Sandra L. Soroka
Sandra L. Soroka, Executive Director
The Neighborhood Center

DATE: 2/19/15

APPROVED AS TO FORM

BY: Nichole M. Hinman
Nichole M. Hinman, Esq.
Assistant County Attorney



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

(315) 798-5656

wpc@ocgov.net

FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

March 16, 2015

FN 20 15-137

PUBLIC WORKS

WAYS & MEANS

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, NY 13501

Re: Resolution approving application to the State Comptroller
Capital Project HG525 – Sauquoit Creek Pumping Station and Forcemain Upgrades, Phase 5B
Capital Project HG526 – Solids Handling Upgrades (Digesters), Phase 6C
CWSRF No. C6-6070-08-04

Dear County Executive Picente:

As part of the bonding requirements for sewer district improvements, any project that exceeds the average annual estimated cost threshold published by the Office of the State Comptroller must receive the approval of that office. This 2015 threshold for a typical property is \$4.00 per year.

The projected typical property cost for the capital projects listed above \$115.00 per year. Consequently, the Office of the State Comptroller must approve this project and the filing of the application for this approval must be authorized by the Oneida County Board of Legislators.

Attached is a resolution prepared by bond counsel approving the application to the Office of the State Comptroller. The draft application is also attached.

I respectfully request that the Board consider this legislation at their April board meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain it in more detail. Thank you for your consideration in this matter.

Sincerely,

**THE ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY AND WATER POLLUTION CONTROL**

Steven P. Devan, P.E.
Commissioner

Cc: Joseph J. Timpano, Oneida County Comptroller
Karl E. Schrantz, O'Brien & Gere

Attachments: Proposed OSC Resolution
Proposed OSC Application (w/o attachments)

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3/16/15

11



ORRICK, HERRINGTON & SUTCLIFFE LLP
51 WEST 52ND STREET
NEW YORK, NY 10019-6142
tel 212-506-5000
fax 212-506-5151
WWW.ORRICK.COM

March 12, 2015

Thomas E. Myers
(212) 506-5212
tmyers@orrick.com

VIA E-MAIL (jtimpano@ocgov.net)

Mr. Joseph J. Timpano
Comptroller
County of Oneida
County Office Building
800 Park Avenue
Utica, NY 13501

Re: County of Oneida, New York
Sewer District - \$117 Million Bonds
Orrick File: 42439-2-46

Dear Joe:

Enclosed please find the form of resolution approving the application to the State Comptroller.

To complete our file please furnish us with two certified copies of the enclosed resolution as well as two executed copies of the application. We can then attach our opinion to the application when we submit same to the State Comptroller.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers
TEM/es

cc: Steve Devan (sdevan@ocgov.net)
John C. Shehadi (jshehadi@fiscaladvisors.com)
Karl Schrantz (karl.schrantz@obg.com)

RESOLUTION DATED MARCH ___, 2015.

A RESOLUTION APPROVING AN APPLICATION TO THE STATE
COMPTROLLER'S OFFICE IN CONNECTION WITH PROPOSED
EXPENDITURES FOR THE COUNTY SEWER DISTRICT

WHEREAS, after all proceedings were duly had and taken the County Legislature of the County of Oneida has duly approved the increase and improvement of the County Sewer District consisting of (i) upgrades to the Sauquoit Creek Pump Station and new force main system, and (ii) upgrades to the solids handling facilities at the Water Pollution Control Plant, subject to State Comptroller's approval as to the expenditures therefore; NOW, THEREFORE, BE IT

RESOLVED, by the County Legislature of the County of Oneida, New York, as follows:

Section 1. The application to the State Comptroller's office attached hereto as Exhibit A has been prepared at the direction of the County Legislature and the County Legislature believes the contents of such application to be accurate.

Section 2. The County Legislature has determined that the improvements for the District are in the public interest and will not constitute an undue burden on the property which will bear the cost thereof and that all real property to be so assessed will be benefited by the proposed improvements and no benefited property has been excluded from the boundaries of the District.

Section 3. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The resolution was thereupon declared duly adopted.

* * *

CERTIFICATION FORM

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

I, the undersigned Clerk of the County Legislature of the County of Oneida, New York (the "County"), DO HEREBY CERTIFY:

- 1) That a meeting of the County Legislature was duly called, held and conducted on the ____ day of March, 2015.
- 2) That such meeting was a **special regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the County which was duly adopted at such meeting by the County Legislature.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said County Legislature.
- 5) That all members of the County Legislature had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this ____ day of March, 2015.

Clerk of the County Legislature

(CORPORATE SEAL)

**AN APPLICATION OF THE COUNTY OF ONEIDA
FOR CONSENT BY THE STATE COMPTROLLER
TO EXPENDITURES FOR THE ONEIDA COUNTY SEWER DISTRICT
PURSUANT TO SECTION 268
OF THE COUNTY LAW**

TO THE COMPTROLLER OF THE STATE OF NEW YORK

State Department of Audit and Control
110 State Street
14th Floor
Albany, New York 12236

Sir:

The petition of the County Legislature of the County of Oneida, State of New York for consent to expenditures for the County's Sewer District, pursuant to Section 268 of the County Law, respectfully shows:

(a) Documents and information required to be included by the provisions of County Law pursuant to which this Application is being made:

- Map, Plan and Estimate of Cost (Attachment #1).
- Notice of Hearing (Attachment #2).
- Public Interest/Determinations Resolution Approving the Application (Attachment #3).

(b) The proposed expenditures relate to construction of the proposed

upgrades to the Sauquoit Creek Pump Station and new forcemain system, as well as construction of additional upgrades to the solids handling facilities (anaerobic digesters and cogeneration) at the Water Pollution Control Plant as more fully set forth in the map, plan and estimate of cost (see Attachment #1).

All work has been designed by a currently licensed New York State Professional Engineer.

(c) The maximum cost of the proposed improvements is \$117,000,000 further broken out in the map, plan and estimate of cost.

(d) In considering its determination that the proposed improvements are in the public interest, the County Legislature considered the content of the map, plan and estimate of cost to

conclude that the proposed improvements are necessary and all property upon which the user charges are to be imposed will be benefited by the improvements and no benefited property has been excluded.

- (e) The proposed method of financing the cost of the improvements shall be through the issuance of County obligations payable over 30 years at an anticipated interest rate of 3.50%, such rate subsidized by EFC by 50%. (See Exhibit C.)

This proposed financing is deemed reasonable under current market conditions.

- (f) There is no increased operating and maintenance cost to the District as a result of the proposed improvements. IMPROVEMENTS SHOULD REDUCE O&M COST DUE TO INCREASED EFFICIENCY.
- (g) Debt Service for the proposed serial bonds shall be raised through user charges imposed and collected from the several lots and parcels within the District.
- (h) The aggregate assessed valuation of the taxable property within the District as shown on the latest completed assessment rolls is \$3,885,148,046.
- (i) This application for consent to the expenditures for the improvements is not being made under Section 54 or 209-q of Town Law.
- (j) There is no allocation of costs of the proposed improvements in Zones of Assessment in the District.
- (k) The average full valuation of the taxable real property of the County, computed pursuant to the first paragraph of subdivision seven-a of section 2.00 of the Local Finance Law is \$10,241,207,571.
- (l) The County has completed a debt statement and is attached as Exhibit A.
- (m) The current tax rates applicable to the taxable real property which will bear the cost of the proposed improvements are attached as Exhibit B.
- (n) The assessed valuation of a “typical property” in the District is \$69,770.
- (o) It is estimated that the typical property owner in the District will be required to pay the total shown below in the first year following approval of the Application (calculated as set forth below):

<u>Current 2015 Single Family</u>	<u>2016 (proposed improvements only) single family</u>
Debt Service: \$ 42.87	\$4.50
O&M: <u>253.49</u>	
Total: \$ 297.36	

Current 2015 Two Family

2016 ^{MPS}
~~2015~~ (proposed improvements only) two family

Debt Service:	\$	64.31	\$6.75
O&M:		<u>381.73</u>	
Total	\$	446.04	

- (p) The maximum amount any real property owner (describe) will be required to pay in the first year following approval of this Application, if granted (calculated as set forth below), is as follows:

Current 2015

2016 (proposed improvements only)

Debt Service:	\$	56,268.15	\$5,906.11
O&M:		<u>334,007.90</u>	
Total:	\$	390,276.05	

- (q) The area which will bear the cost of the *proposed* District improvements contains “state lands”, however, they are all wholly exempt from County sewer district capital costs.
- (r) No part of the area which will bear the cost of the *proposed* District improvements is wholly or partially within an existing or proposed agricultural district.
- (s) The population of the District is 110,000. The number of one family homes in the District is approximately 26,891. The number of two family homes in the District is approximately 5,390. The various improvements contemplated are not predicated on any future development plans but should accommodate general growth throughout the District.
- (t) It is not contemplated at this time that sewer service will be sold to users outside the District.
- (u) The County has entered into a consent order with the State Department of Environmental Conservation #R620060823-67 dated 12/12/2011 relating to the improvements proposed (Exhibit D).
- (v) The County has conducted a number of formal and informal meetings and discussions with the interested parties concerning the improvements proposed.
- (w) The County has not received any written objections from any of the owners of the real property that will bear the cost of the improvements.

APPENDIX

LIST OF ATTACHMENTS

- #1. Map, Plan and Estimate of Cost
- #2. Notice of Hearing
- #3. Public Interest/Determinations Resolution Approving the Application
(Certified Copy)
- #4. Counsel Opinion
- Exhibit A** Debt Statement
- Exhibit B** Tax Rates
- Exhibit C** Financial Advisor Letter

VERIFICATION

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

I, ANTHONY J. PICENTE, JR., being duly sworn, deposes and says that he is the County Executive of the County of Oneida, New York, the municipality corporation named in the within entitled action; that he has read the foregoing application and knows the content thereof; and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

County of Oneida

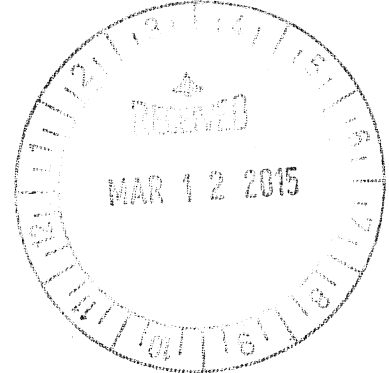
Sworn to before me this ____ day of
March, 2015.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

FN 20 15-138



March 9, 2015

Board of Legislators.
800 Park Avenue
Utica, NY 13501

WAYS & MEANS

Dear Honorable Members:

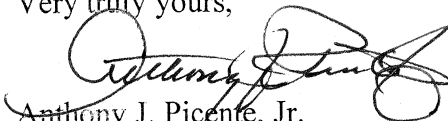
I recently learned from Robert Esche, of the Utica Comets, that they have been awarded additional funding from Assemblyman Anthony Brindisi. These funds are to be used on the ongoing rehabilitation of the Utica Memorial Auditorium. This grant will be funded upfront by Oneida County and will be reimbursed by New York State at the funding completion.

I therefore request your Board's approval for an amendment to **Capital Project H-486 – UMMMA – Auditorium Improvements:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
NYS Grant	\$ 4,950,000	\$ 350,000	\$ 5,300,000
Transfer From General	<u>\$ 2,000,000</u>	<u>\$ 00</u>	<u>\$ 2,000,000</u>
TOTAL.....	\$ 6,950,000	\$ 350,000	\$ 7,300,000

Thank you for the Board's kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget

21



ANTHONY BRINDISI
119th Assembly District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIR
Subcommittee on
Volunteer Emergency Services

COMMITTEES
Economic Development, Job Creation,
Commerce and Industry
Higher Education
Aging
Energy
Veterans' Affairs
Transportation

July 15, 2014

Mr. Carl Annese, Chairman
Upper Mohawk Valley Memorial Auditorium Authority
400 Oriskany Street West
Utica, NY 13502

Dear Mr. Annese:

I am pleased to be nominating the Upper Mohawk Valley Memorial Auditorium Authority in Utica for \$350,000 in funding from the Assembly's 2014 Capital Project Program. This funding is to help complete Phase II of the Utica Memorial Auditorium renovation project. This will include the outdoor façade, new equipment, and other necessary building renovations.

I have submitted your nomination form to the State Assembly's budget office. You do not have to fill out any paperwork at this time; however, once your nomination form is reviewed, I will be sending you a short preliminary application for this funding, along with additional information about the project.

If you have any questions, please feel free to call my office.

Sincerely,

Anthony Brindisi
Member of Assembly

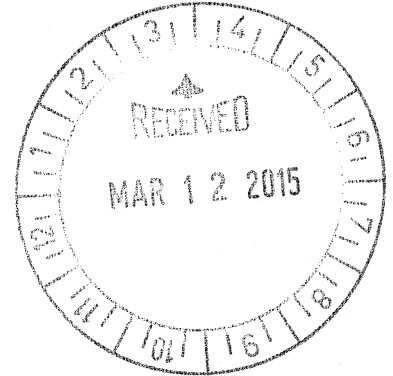
22



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

FN 20 15-139



WAYS & MEANS

March 9, 2015

Board of Legislators
800 Park Avenue
Utica, NY 13501

Dear Honorable Members:

I recently learned from Robert Esche, of the Utica Comets, that they have been awarded additional funding from Senator Joseph Griffo. These funds are to be used on the ongoing rehabilitation of the Utica Memorial Auditorium. This grant will be funded upfront by Oneida County and will be reimbursed by New York State at the funding completion.

I therefore request your Board's approval for the following:

A.) Establishment of **Capital Project H-600 – UMVMAA – Auditorium Improvements Phase II**, and

B.) Funding for Capital Project H – 600 as follows:

H – 600 – State Aid – Griffo..... \$500,000

Thank you for the Board's kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

CC: Comptroller
County Attorney
Budget

23

COMMITTEE CHAIRMAN
BANKS
MEMBER
CODES
COMMERCE, ECONOMIC DEVELOPMENT
& SMALL BUSINESS
CRIME VICTIMS, CRIME AND CORRECTION
CULTURAL AFFAIRS, TOURISM, PARKS & RECREATION
ENERGY & TELECOMMUNICATIONS
FINANCE
HIGHER EDUCATION
INFRASTRUCTURE AND CAPITAL INVESTMENT
RACING, GAMING & WAGERING
VETERANS, HOMELAND SECURITY & MILITARY AFFAIRS
SENATE SELECT COMMITTEE ON
SCIENCE, TECHNOLOGY, INCUBATION & ENTREPRENEURSHIP



THE SENATE
STATE OF NEW YORK
JOSEPH A. GRIFFO
SENATOR, 47TH DISTRICT

ALBANY OFFICE:
ROOM 612
LEGISLATIVE OFFICE BUILDING
ALBANY, NEW YORK 12247
(518) 455-3334
FAX: (518) 426-6921

UTICA OFFICE:
207 GENESEE STREET
UTICA, NEW YORK 13501
(315) 793-9072
FAX: (315) 793-0298

EMAIL ADDRESS:
griffo@nysenate.gov

August 6, 2014

Mr. Carl Annese
Chairman
Upper Mohawk Valley Memorial Auditorium Authority
400 Oriskany Street West
Utica, New York 13502

Dear Mr. Annese:

I am pleased to inform you that I have secured funding for the Upper Mohawk Valley Memorial Auditorium Authority in the amount of \$500,000 from the New York State Senate's "Muni" Program. It is my understanding that this funding will be used to complete Phase II of the Utica Memorial Auditorium renovation project; specifically, the outdoor façade, new equipment and other necessary building renovations.

The Dormitory Authority will be contacting Oneida County to complete the necessary paperwork as the County will be the conduit for this grant.

As always, please feel free to contact me should you have any questions or need additional assistance.

Sincerely,

A handwritten signature in black ink that reads "Joseph A. Griffo".

Joseph A. Griffo
Senator

JAG:gp



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

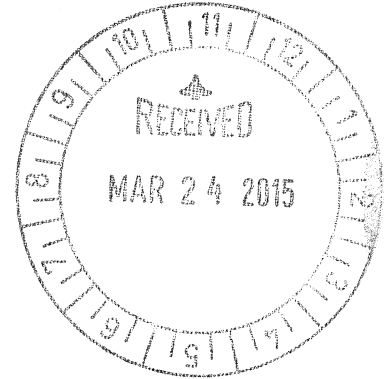
KEVIN W. REVERE
Director

120 Base Road ♦ Oriskany, New York 13424
Phone: (315) 765-2526 ♦ Fax: (315) 765-2529

March 20, 2015

Hon. Anthony J. Picente Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 15 - 140



PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente,

Attached is a letter and a contract for a grant from the New York State Department of Homeland Security awarding Oneida County \$222,396 through its State Homeland Security PSAP Ops Program. This funding will be used to upgrade visual computer imagery for use at the 911 Center, Department of Planning and first responder agencies across Oneida County.

*Contract still needs
Approve*

No County dollars will be necessary for this project.

I therefore request your approval and the Board of Legislators approval for this Contract and the following 2015 Supplemental Appropriation:

TO: AA# A 3020.495.....\$222,396

This Supplemental Appropriation will be fully supported by the attached grant.

RA # A3392 State Aid – Homeland Security.....\$222,396

*Supp.
Approp.
was
Approved
by Resoluti
39 of
2015*

If you have any questions, please advise me. Thanks for your help.

Sincerely,

Kevin W. Revere
Director

Cc: Tom Keeler, Budget Director
Sheryl Brown, Office of the Comptroller

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 3/24/15

kmg

Oneida Co. Department Emergency Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization : New York State Department of Homeland Security.

Title of Activity or Services: Grant for Department of Emergency Services

Proposed Dates of Operations: 01/01/2015– 12/31/2015

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Funding to upgrade visual computer imagery for use at the 911 Center, Department of Planning and first responder agencies across Oneida County.

2). Program/Service Objectives and Outcomes: Provide a Grant to Oneida County to upgrade visual computer imagery.

3). Program Design and Staffing Level

N/A

Total Funding Requested: No County dollars requested.

Oneida County Dept. Funding Recommendation: A 3020.495

Proposed Funding Source (Federal \$ /State \$ / County \$): \$222,396

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments:



ONEIDA COUNTY OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

March 17, 2015

Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

FN 20 15-141

WAYS & MEANS

Dear Honorable Members:

When the Board of Legislators approves the legislation to establish Capital Project – H458, Sheriff – Comprehensive Correctional Facility Improvements it will be necessary to do some transfers to secure the funding. The funds are available in the Pay-As-You-Go Reserve.

I therefore request your Board approval of the following 2015 transfers:

TO:		
AA# A9950.9	Transfer to Capital.....	\$ 75,000.00
FROM:		
AA# 889/889/19	Appropriated Fund Balance / Pay As You Go.....	\$ 75,000.00

Respectfully submitted,

Anthony J. Picente, Jr.
Oneida County Executive

Attach.
CC: County Attorney
Comptroller
Budget Director

27



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

FN 20 15-112

March 30, 2015

Board of Legislators
800 Park Avenue
Utica, NY 13501

**ECONOMIC DEVELOPMENT
& TOURISM**

Dear Honorable Members:

WAYS & MEANS

I recently learned from Randall J. Van Wagoner, President of Mohawk Community College, that the bids received for work on the Academic Building – Alumni College Center are higher than originally estimated. The building has also experienced some additional deterioration which also needs to be addressed. The additional work coupled with the higher than anticipated bids make it necessary to amend the capital project.

I therefore request your Board's approval for an amendment to **Capital Project H-500 – MVCC – Academic Building and College Center Restoration:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
NYS	\$ 73,650	\$ 39,233	\$ 112,883
Transfer From General	<u>\$ 73,650</u>	<u>\$ 39,233</u>	<u>\$ 112,883</u>
TOTAL.....	\$ 147,300	\$ 78,466	\$ 225,766

It is also necessary to adjust the General Fund Budget to reflect the above additional appropriation:

TO:

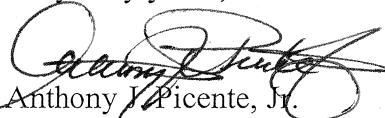
AA# A9950.9 Transfer to Capital Fund..... \$39,233

FROM:

AA# A889/889/19 Appropriated Fund Balance / Pay As You Go..... \$39,233

Thank you for the Board's kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive



CC: Comptroller
County Attorney
Budget

28



**ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER**

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

120 Base Road • Oriskany, New York 13424
Phone: (315) 765-2526 • Fax: (315) 765-2529

March 30, 2015

FN 20 15-142

Honorable Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave
Utica, New York 13501

WAYS & MEANS

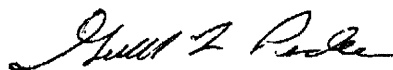
Dear County Executive Picente,

Attached is the Memorandum of Understanding between Oneida County and the City of Rome. The intention of this agreement is for the County of Oneida to provide the Municipality with public safety related equipment to assist the Municipality in maintaining the safety and security of the residents and law enforcement personnel in Oneida County. This Memorandum of Understanding will serve as the Master Agreement to be used in the future by any other Municipality that chooses to enter into this Master Agreement with the Department of Emergency Services.

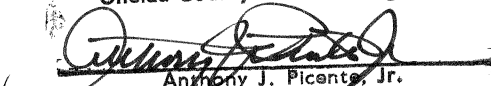
I respectfully request that you forward this Memorandum of Understanding to the Board of Legislators for approval so we can continue to improve services to residents of Oneida County.

Thank you for your support

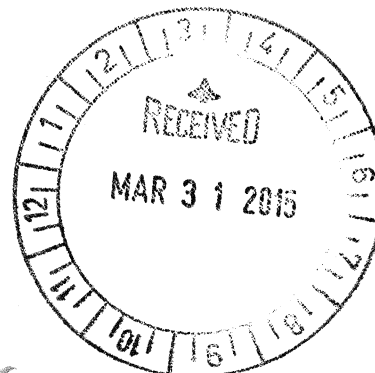
Sincerely,


Gerald L. Pedersen
Deputy Director of Emergency Services

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by


Anthony J. Picente, Jr.
County Executive
Date 3/31/15

kmg



29

Oneida Co. Department Emergency Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization City of Rome New York
198 N Washington St
Rome, NY 13440

Title of Activity or Services: : To provide the municipality with public safety equipment to assist with safety and security of residents of Oneida County.

Proposed Dates of Operations: April 1, 2015 – March 31, 2016

Client Population/Number to be Served: Population of Oneida County

SUMMARY STATEMENTS

- 1). **Narrative Description of Proposed Services:** Assist with safety and security.
- 2). **Program/Service Objectives and Outcomes:** Primary objective is to ensure the safety and security of the residents of Oneida County.
- 3). **Program Design and Staffing Level:** N/A

Total Funding Requested: None **Account**

Oneida County Dept. Funding Recommendation: N/A

Proposed Funding Source (Federal \$ /State \$ / County \$):

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments:

**Memorandum of Understanding between Oneida County through its Emergency Services
Department and the City of Rome, New York**

THIS AGREEMENT, by and between Oneida County, a municipality of the State of New York, with its principal offices located at 800 Park Avenue, Utica, NY, 13501, (hereinafter referred to as the "County") through its Emergency Services Department, located at 120 Base Road, Oriskany, NY, 13424, (hereinafter referred to as "Agency"), and the City of Rome, New York ("Municipality").

WHEREAS, the County and the Municipality share a common goal of ensuring the safety and security of the residents of Oneida,

WHEREAS, it is the intention of the Agency to provide the Municipality with public safety related equipment to assist the Municipality in maintaining the safety and security of residents and law enforcement personnel in Oneida County,

WHEREAS, the parties desire to enter into the instant Memorandum of Understanding regarding the public safety related equipment

NOW THEREFORE, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

Responsibilities of the Agency:

The Agency shall:

1. At the discretion of the Agency, shall provide the Municipality with public safety related equipment to assist the Municipality with maintaining the safety and security of residents and law enforcement personnel in Oneida County.

Responsibilities of the Municipalities:

The Municipality shall:

1. Maintain and care for all public safety related equipment obtained from the Agency in compliance with the manufacturer's instructions.
2. Defend, indemnify and hold harmless the Agency and the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the use or operation of the public safety related equipment by the Municipality and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or

negligence by the Municipality or failure on the part of the Municipality while using or operating the public safety related equipment.

TERMINATION:

This Agreement may be terminated upon thirty days written notice to the other Party.

CONTRACTOR STATUS:

It is intended by both the County and the Municipality that the Municipality's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Municipality and the County. The County shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

WAIVER:

No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

ASSIGNMENT:

No assignment by any of the parties to this Agreement of any rights, including delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.

SEVERABILITY:

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.

APPLICABLE LAW:

In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied

with in all respects by all parties. This agreement shall be construed and enforced in accordance with the laws of the State of New York.

ENTIRE AGREEMENT:

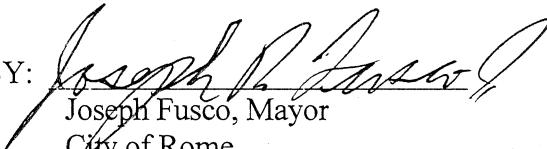
The terms of this agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this agreement. No wavier, alterations or modifications of and provisions of this agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

BY: _____
Anthony J. Picente, Jr.
Oneida County Executive

DATE: _____

BY: 
Joseph Fusco, Mayor
City of Rome

DATE: March 30, 2015

APPROVED MAR 30 2015

APPROVED AS TO FORM ONLY

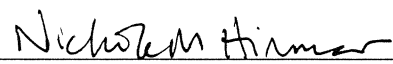
BY: 
Nichole M. Hinman, Esq.
Assistant County Attorney

EXHIBIT A - ADDENDUM

THIS ADDENDUM, entered into on this ____ day of _____, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 2. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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, the 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, the 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. The 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.

8. 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 the 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, the 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 County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service 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. Where the payee does not have such number or numbers, the payees, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. Compliance with New York State Information Security Breach and Notification Act.

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

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

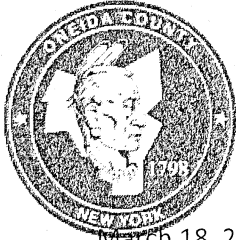
18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.



March 18, 2015

ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

JORDAN S. KARP
Democratic Commissioner
(315) 798-5761

ROSE M. GRIMALDI
Republican Commissioner
(315) 798-5763

Honorable Anthony J. Picente, Jr.

Oneida County Executive

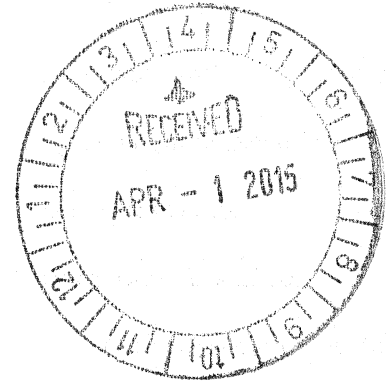
800 Park Avenue

Utica, New York 13501

Dear County Executive Picente:

FN 20 15-143

WAYS & MEANS



Attached please find a Temporary Use Agreement that requires both Board of Legislators action and your signature between the Oneida County Board of Elections and New York Mills Union Free School District for the School District's Election being held on May 19, 2015 from 12:00 until 9:00 p.m.

We are respectfully requesting that this Temporary Use Agreement be approved and utilized as a master Temporary Use Agreement for the following Agreements, which are all of the same content, with the exception of the name and locality.

The Temporary Use Agreements are as follows:

Clinton Central School	\$275.00
Camden Central School	\$275.00

These Agreements are for good and/or services to be performed and supplied by the Oneida County Board of Elections for the above school district elections which will be held on May 19, 2015 from 12:00 until 9:00 p.m.

Thank you for your anticipated cooperation. Should you have any questions please feel free to contact our office.

Sincerely,

Jordan S. Karp

Democratic Commissioner

Encls.

Rose Marie Grimaldi

Republican Commissioner

Reviewed and Approved for submittal to th
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 4/1/15

44

Oneida Co. Department:

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Federal Agreement/Revenue _____

Oneida County Contract Summary

Name of Proposing Organization: New York Mills Union Free School District

Title of Activity or Service: Temporary Use Agreement for goods and/or services performed for School District Election held on May 19, 2015 from 12:00 until 9:00 p.m.

Proposed Dates of Operation: May 18, 2015 to May 20, 2015

Client Population/Number to be served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Temporary Use Agreement for goods and/or services for School District Election being held on May 19, 2015 from 12:00 until 9:00 p.m.
- 2) **Program/Service Objectives and Outcomes:** See No. "1" above.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: 0

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$):

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comment: Temporary Use Agreement between the County of Oneida and New York Mills Union Free School District for goods and/or services performed by the Oneida County Board of Elections for a School District Election being held on May 19, 2015.

TEMPORARY USE AGREEMENT

THIS AGREEMENT made as of January 2015 by and between the COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, hereinafter referred to as the COUNTY, and the NEW YORK MILLS UNION FREE SCHOOL DISTRICT, 1 Marauder Avenue, New York Mills, New York 13417, hereafter referred to as the USER.

WITNESSETH

WHEREAS, the COUNTY and the USER wish to enter into an agreement whereby the COUNTY shall permit the USER to use Optical Scan Voting Systems owned by the COUNTY for the USER'S election, and the USER shall pay the COUNTY for services related to such use, under the terms and conditions described herein;

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the COUNTY and the USER mutually agree and obligate themselves as follows:

1. PURPOSE.

To enter into a written contract setting forth the terms and obligations of each of the parties under which the COUNTY will provide the Optical Scan Voting Systems and related election materials to the USER, and the USER agrees to pay for the temporary use of the Optical Scan Voting Systems and election materials necessary to conduct USER'S election.

a) The USER shall be responsible for returning to the COUNTY all equipment and nonexpendable materials in the same condition as they were in when provided to the USER by the COUNTY. The USER shall be responsible for any and all damages to the Optical Scan Voting Systems, the privacy booths and related election materials while in the custody of USER, regardless of cause, intent or foreseeability, including any and all damages caused or alleged to be caused by any third party. The USER shall indemnify and hold the COUNTY and any of its officers, employees and agents thereof free and harmless from any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liability of every kind arising from or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the omissions and/or acts of the COUNTY and /or arising out of the maintenance or use of the Optical

Scan Voting Systems, privacy booths or related election materials.

2. GOODS AND/OR SERVICES TO BE PERFORMED.

As mutually agreed the COUNTY shall provide to the USER 1 Optical Scan Voting System, 3 privacy booths and other services and supplies as described in Exhibit "A", attached hereto and made a part hereof for a total cost of \$275.00 per poll site, for said Election to be held on May 19, 2015 from 12:00 p.m. until 9:00 p.m. The machine technical assistance as referred to in Exhibit "A" shall be provided by the Oneida County Board of Elections staff **only**. Contact information for the technical assistance will be provided by the Oneida County Board of Elections.

- a) **BALLOTS:** USER will be responsible for payment of all fees and costs associated with the preparation and printing of the ballots. USER will be responsible for payment of all costs and fees to Madison-Oneida BOCES for the printing and delivery of the ballots and test decking ballots. USER is responsible for proofing and approval of all ballots, which will be shipped to the COUNTY and secured in storage prior to the Election. The COUNTY shall be responsible for the delivery of such ballots along with the machine to the poll site. All ballots are the property of the USER.
- b) **iBUTTONS & DATA CARDS:** COUNTY will generate "iButtons" and data cards as programmed by "Oneida County Board of Elections," and will perform the test decking of the Optical Scan Voting Systems. USER will pay COUNTY any and all fees associated with "iButton" and data card generation and actual supplies, as well as fees associated with the mandatory test decking. All "iButtons" and data cards will be returned by USER to the COUNTY.
- c) **DELIVERY & PICKUP:** The Optical Scan Voting System and Election Supply Bag will be delivered May 18, 2015 and will be picked up May 20, 2015 by the Oneida County Board of Elections. Delivery and pick-up will be provided by Oneida County Board of Elections between the hours of 8:00 A.M. and 4:30 P.M. on those dates and USER agrees to keep poll sites open for those times for that purpose. USER, and/or their designated representative, will be required to meet the Board of Elections representative at the time of delivery of the Optical Scan Voting System at each poll site

designated by USER and is responsible to maintain the Optical Scan Voting System(s) and the Election Supply Bag in a secure location. USER will facilitate access to Optical Scan Voting System and the Election Supply Bag for pick-up by the Board.

- d) **ELECTION DAY INSPECTORS:** the USER will provide the names of inspectors they wish to use for the Election. The Oneida County Board of Elections will provide training of said inspectors to operate the Optical Scan Voting System. Only Inspectors certified by the Board of Elections will be employed to operate the Optical Scan Voting System. The USER will be required to have two (2) inspectors for said Election that have been trained and certified by the Oneida County Board of Elections. The USER shall also be responsible for paying the standard County Inspector pay rate (\$130.00 for Poll Site Coordinator and \$100.00 for Inspectors). The Poll Site Coordinator and Inspector must be in place by 11:15 a.m. the day of Election, November 18, 2014, and will close the polls at 9:00 p.m. The Oneida Board of Elections will also determine who will act as the designated "Poll Site Coordinator" for the Election. Both the Coordinator and Inspectors shall close the poll site together and leave the poll site together.
- e) **POLL SITE LOCATIONS:** USER is responsible for all poll-site use fees and for completion of use-site applications. USER will utilize one (1) poll site.

3. **TERM.** The Optical Scan Voting Systems and other services and supplies are to be provided for the USER'S election to take place on May 19, 2015. All Optical Scan Voting Systems and supplies will be delivered on May 18, 2015 and picked up on May 20, 2015.

4. **INSURANCE.** The USER agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$1,000,000). The USER agrees to have the COUNTY added to said insurance policies as named additional insured, as their interest may appear, and to provide the COUNTY with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the COUNTY as additional insured and to provide that such coverage shall

not be terminated without written prior notice to the COUNTY.

5. **PRICE.** See Exhibit A attached hereto and made a part hereof.

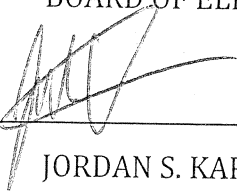
IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed as of the day and year first above written.

COUNTY OF ONEIDA

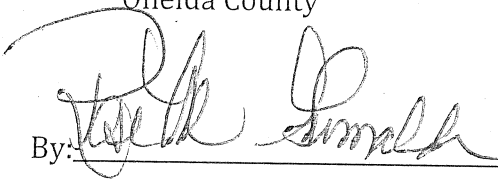
By: _____

Anthony J. Picente, Jr.
Oneida County Executive

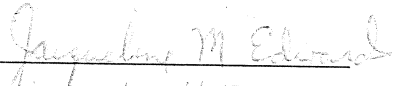
BOARD OF ELECTIONS

By:  _____

JORDAN S. KARP
Commissioner of Elections
Oneida County

By:  _____

ROSE MARIE GRIMALDI
Commissioner of Elections
Oneida County

By:  _____
Jacqueline M. Edwards, President
New York Mills Union Free School District

STATE OF NEW YORK)

Ss:

COUNTY OF ONEIDA)

On this ____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared ANTHONY J. PICENTE, JR., and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Qualified in Oneida Co.

My Comm. Exps: _____

STATE OF NEW YORK)

ss:

COUNTY OF ONEIDA)

On this 11 day of March, in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared JORDAN S. KARP and ROSE MARIE GRIMALDI and personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

Sheila M. Stephon

Notary Public

Qualified in Oneida Co.

My Comm. expires 3-1-18

SHEILA MARIE STEPHON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ST6218221
Qualified in Oneida County
My Commission Expires March 01, 2018

STATE OF NEW YORK)

:ss.:

COUNTY OF ONEIDA)

On this 4 day of March, in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline Edwards, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Paula Ann May

Notary Public
Qualified in Oneida Co.

My Comm. expires April 18 2018

PAULA ANN MAY
Notary Public, State of New York
No. 01MA5023254
Appointed in Oneida County
Commission Expires April 18, 2018

EXHIBIT 'A'

\$275.00 per poll site includes the following:

General Supplies (Supply Bag) and Ballot Marking Items

Optical Scan Preparation

Test-Decking

iButton & Data Card Generation

Optical Scan Voting System (no charge) & Supply Bag Pick-Up & Delivery

Election Day Machine Technician Support - 1 technician (which will be on-call from 11:15 a.m. until the close of the polls)

TOTAL DUE: \$275.00

***USER shall be responsible for the payment of the following to be made directly to the appropriate: Ballot Printing Charges to the designated Vendor, published Legal Notices and stipend payments to Poll Site Coordinator and Inspectors. (Poll Site Coordinators \$130.00 and Inspectors \$100.00)

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

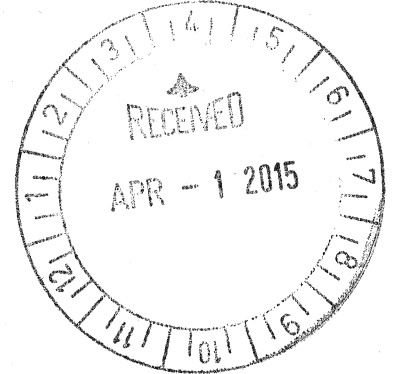
6000 Airport Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

March 31, 2015

Anthony J. Picente Jr.
Oneida County Executive
800 Park Ave.
Utica, NY 13501

FN 20 15 144

WAYS & MEANS



Dear County Executive Picente,

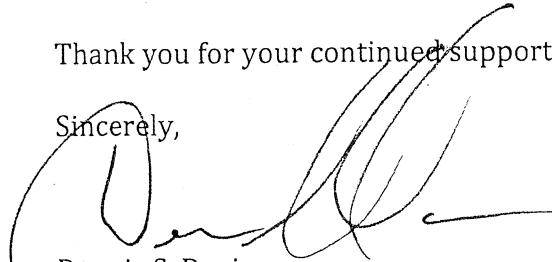
Oneida County has entered into a Power Purchase Agreement with SolarCity for the development and operation of a solar photo voltaic system locates at 6000 Airport Road, Oriskany, NY.

The enclosed Fourth Amendment to the Solar Power Purchase Agreement modifies the Outside Commercial Operation Date from "365 days after effective date" to August 1, 2015. National Grid has been very slow to review construction designs for the new service. As an aside, this has been the case on projects across the state; it is not exclusive to Oneida County. Due to this delay, the outside commercial operation date must be pushed back.

Please consider the enclosed Fourth Amendment to the Solar Power Services Agreement with SolarCity.

Thank you for your continued support.

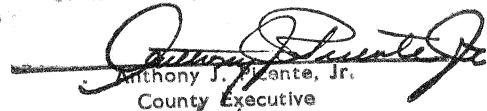
Sincerely,



Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by



Anthony J. Picente, Jr.
County Executive

Date 4/1/15

Oneida Co. Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: SolarCity Corporation
3055 Clearview Way
San Mateo, CA 94402

Title of Activity or Service: Solar Power Purchase Agreement
Performance Guarantee Agreement

Proposed Dates of Operation: 02/19/2014 – 3/1/2034

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County has entered into a Power Purchase Agreement with SolarCity for the development and operation of a solar photo voltaic system locates at 6000 Airport Road, Oriskany, NY.

The enclosed Fourth Amendment to the Solar Power Purchase Agreement modifies the Outside Commercial Operation Date from "365 days after effective date" to August 1, 2015. National Grid has been very slow to review construction designs for the new service. As an aside, this has been the case on projects across the state; it is not exclusive to Oneida County. Due to this delay, the outside commercial operation date must be pushed back.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

Total Anticipated Revenue: \$240,0000.00 Account #: A1620

Oneida County Dept. Funding Recommendation: \$240,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): N/A

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



Fourth Amendment to Solar Power Purchase Agreement (Commercial NY)

Purchaser:		Seller:	
Name and Address	Oneida County Department of Public Works 6000 Airport Rd Oriskany, NY 13424 Attention: Mark Laramie, Deputy Commissioner, Division of Engineering	Name and Address	SolarCity Corporation 3055 Clearview Way San Mateo, CA 94402 Attention: Legal Department
Phone	(315) 793-6235	Phone	(650) 638-1028
Fax		Fax	(650) 560-6460
E-mail	<u>mlaramie@ocgov.net</u>	E-mail	<u>Contracts@solarcity.com</u>
Facility Ownership	Purchaser owns the Facility		Contractor's License Number NY: No State License Required
Purchaser	Oneida County DPW		

The Solar Power Purchase Agreement dated February 7th, 2014, as amended on May 29th, 2014, June 20th, 2014 and December 22nd, 2014 (collectively, the "Agreement"), between SolarCity Corporation ("Seller") and Oneida County Department of Public Works (the "Purchaser") is hereby amended effective when executed by the Parties below as follows,

Exhibit 1, Section 7, **Outside Commercial Operation Date**, is hereby deleted and replaced in its entirety with the attached Exhibit 1, Section 7.

If a conflict or inconsistency arises between the provisions of this Fourth Amendment and the Agreement, the provisions of this Fourth Amendment shall prevail.

Purchaser: Oneida County

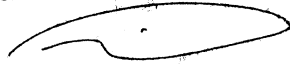
Signature: _____

Printed Name: _____

Title: _____

Date: _____

SolarCity Corporation

Signature:  _____

Printed Name: LYNDON RIVE

Title: CEO

Date: March 30, 2015

Approved As To Form
ONEIDA COUNTY ATTORNEY,
By Cathy M. Reinhart

LEGAL APPROVED
INITIAL LR
DATE 3-30-15
SolarCity

Exhibit 1
Pricing Attachment

7. Outside Commercial Operation Date: August 1, 2015