



ONEIDA COUNTY BOARD OF LEGISLATORS

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

COMMUNICATIONS WITH DOCUMENTATION May 10, 2017

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

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

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AVAILABLE ON WEBSITE ONLY
www.ocgov.net

**Petition by Oneida County, New York
Board of County Legislators**

FN 20

17-173

for Memorializing Petition



READ & FILED

F.N.

A MEMORIALIZING PETITION URGING STATE LAWMAKERS TO RAISE THE VOLUNTEER FIREFIGHTERS' AND AMBULANCE WORKERS' PERSONAL INCOME TAX CREDIT FROM \$200 TO \$400

SPONSORS: Messrs. Fiorini, Mandryck, Clancy, Pratt, Davis, Flisnik, *Koenig Idzi Calandra Goodman*

WHEREAS, volunteer firefighters and ambulance workers and all other first responders are a vital and integral part of our community's emergency services; and

WHEREAS, currently, volunteer firefighters and ambulance workers who have been New York State residents for a full-year and are active volunteer firefighters or volunteer ambulance workers for an entire year are eligible to receive a personal income tax credit of \$200 from the State; and

WHEREAS, also, volunteer firefighters and ambulance workers who have been active volunteer firefighters or volunteer ambulance workers for five years are eligible to receive a property tax exemption from the County (Local Law 2006, No. 2); and

WHEREAS, volunteer firefighters and ambulance workers can receive one or the other, **not both** tax credits; and

WHEREAS, the current \$200 personal income tax credit is part of the primary compensation many of volunteers receive for their necessary and selfless work; and

WHEREAS, the personal income tax credit amount has not been increased since its adoption in 2006, and has remained the same amount for 11 years; and

WHEREAS, due to the nature of their efforts, our communities are in debt to their service and we should reciprocate their service with due consideration for them as valuable members of the community; and

NOW THEREFORE BE IT HEREBY RESOLVED, the Oneida County Board of Legislators is respectively calling on New York State lawmakers to increase this important personal income tax credit to \$400, ensuring volunteer first responders receive a well-deserved boost for the job they do; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following:

New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Brian Miller, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, Oneida County Executive Anthony Picente, Jr., Oneida County Director of Emergency Services Kevin Revere, Oneida County Finance Director Anthony Carvelli and all others deemed necessary and proper.

Legislators Supporting Petition

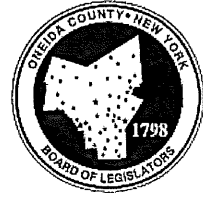
Legislators Opposing Petition

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The enclosed petition represents the opinion of those members of the Board of County Legislators for the County of Oneida signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Board of County Legislators for the County of Oneida.

Date: April 12, 2017

**Petition by Oneida County, New York
Board of County Legislators
for Memorializing Petition**



FN 20

17-174
READ & FILED

F.N.

A MEMORIALIZING PETITION URGING STATE LAWMAKERS TO PASS STATE LEGISLATION S.1908/A.3397 TO KEEP A GREATER SHARE OF DMV REVENUES LOCAL

SPONSORS: Messrs. Idzi, Welsh, Clancy, Davis, Watmerman, Flisnik, Calandra,

WHEREAS, 52 of 62 counties, including Oneida County, are mandated by the State of New York to operate a local Department of Motor Vehicle (DMV) Office; and

WHEREAS, this local DMV operation is one of many examples of shared services in which the counties provide for the State; and

WHEREAS, under the current law, the State takes 87.3% of all DMV fees collected from the work performed by the Oneida County operated DMV, and

WHEREAS, the remaining 12.7% county share has not been increased since 1999, yet the amount of work mandated by the State has been increased for local DMV offices; and

WHEREAS, increasing the county DMV revenue sharing rate will provide counties with needed revenue to continue to provide necessary local government services and reduce pressure on property taxes without increasing fees to local residents; and

WHEREAS, an inequity is apparent when Oneida County DMV provides all of the services, including overhead and staffing needs for approximately 20 employees to fulfill these DMV services mandated by the State, yet the State takes 87.3% of the revenue generated from providing these services; and

WHEREAS, Senator Patty Ritchie's bill S.1908 and Assemblyman Anthony Brindisi' bill A.3397 would raise the 12.7% county share up to 25% for work performed in the DMV office and 8% for internet transactions processed in the respective county; and

WHEREAS, the New York State Association of Counties, at their 2016 legislative conference, passed a resolution calling for an increase in the share of revenue counties retain for providing State DMV services; and

NOW THEREFORE BE IT HEREBY RESOLVED, the Oneida County Board of Legislators recognizes the important function of the State DMV in providing support to counties and resident services; accordingly, any loss in the State DMV operational budget that occurs as a result of this bill's passage should be made whole through the State General Fund; and

BE IT FURTHER RESOLVED, that the Oneida County Board of Legislators hereby urges the New York State Legislature and Governor Cuomo to support this pending legislation; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following:

New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator Patty Ritchie, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Brian Miller, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., New York State Association for County Clerks, New York State Association of Counties, Oneida County Clerk Sandra DePerno and all others deemed necessary and proper.

Legislators Supporting Petition

Legislators Opposing Petition

1.	<i>[Signature]</i>	
2.	<i>Jan E. Daniels</i>	
3.	<i>Michael Stutten</i>	
4.	<i>Byron Mansfield</i>	
5.	<i>James Wesley</i>	
6.	<i>Ma [unclear]</i>	
7.	7 <i>staid 45</i>	
8.	<i>[Signature]</i>	
9.	<i>Thomas [unclear]</i>	
10.	<i>[Signature]</i>	
11.	<i>Govt L. Paparella</i>	
12.	<i>[Signature]</i>	
13.	<i>[Signature]</i>	
14.	<i>Lori Washburn</i>	
15.	<i>Barbara Calandra</i>	
16.	<i>Walter Johnson</i>	
17.	<i>Ingham [unclear]</i>	
18.	<i>Rose Ann Costantino</i>	
19.	<i>Philip M. Sacco</i>	
20.	<i>Chad Davis</i>	
21.	<i>Gerald [unclear]</i>	
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Date: April 12, 2017

**Petition by Oneida County, New York
Board of County Legislators**

FN 20

17-175

for Memorializing Petition



READ & FILED

F.N.

A MEMORIALIZING PETITION SUPPORTING CONSUMER EDUCATION ON TOP TIER FUEL

SPONSORS: Messrs. Welsh, Calandra, Davis

WHEREAS, Oneida County supports consumer education about Top Tier gasoline; and

WHEREAS, in 1996, the U.S. Environmental Protection Agency (EPA) set minimum standards on the amount of detergent additives for gasoline that can be sold in the United States; and

WHEREAS, the purpose of setting minimum requirements for detergent additives in gasoline was to decrease deposits on fuel injectors, intake valves and combustion chambers of vehicles, and to maintain low emissions; and

WHEREAS, according to SAE International, a global association of engineers, the EPA's minimum standards are adequate for "some vehicles under some operating conditions", but some minimum standard gasolines tend to form more deposits on fuel injectors, intake valves and in the combustion chambers of vehicles which can impact the operation and may cause problems; and

WHEREAS, despite this information, the EPA has not updated the minimum standards since 1996; and

WHEREAS, many in the fuel industry, based on recommendations from the vehicle manufacturing industry, have led the charge to voluntarily update the amount of detergent being added to gasoline, creating a "Top Tier detergent gasoline" in 2014; and

WHEREAS, Top Tier gasoline is a performance standard for gasoline that must undergo vigorous testing to ensure the engine does not develop excessive carbon deposits that can impact emissions and drivability (Source: AAA Fuel Quality Research: Proprietary Research into the Effectiveness of Fuel Additive Packages in Commercially-Available Gasoline, 2016); and

WHEREAS, in a recent study, in vehicles where Top Tier gasoline was used, there were 19 times less intake valve deposits than vehicles using non-Top Tier gasoline (Source: AAA Fuel Quality Research, 2016); and

WHEREAS, 63% of drivers in a recent study indicated that they believe there is a difference between various qualities of gasoline sold by retailers, but only 13% indicated purchasing gasoline based on the detergent additive levels (i.e. Top Tier gasoline) when the average price difference is just three cents per gallon (Source: AAA Fuel Quality Research, 2016, p. 3); and

WHEREAS, currently, there are no *government-issued* regulations to properly identify minimum standard gasoline from Top Tier gasoline; and

WHEREAS, until the EPA updates the regulations, it is imperative that consumers are educated about their Top Tier gasoline options and urge their local gas stations to carry this standard; and

NOW THEREFORE BE IT HEREBY RESOLVED, the Oneida County Board of Legislators recognizes the importance of educating consumers on the benefits of Top Tier gasoline; and

BE IT FURTHER RESOLVED, that the Oneida County Board of Legislators hereby urges the New York State Legislature and Governor Cuomo to support this cause through legislation; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following:

New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Brian Miller, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., Assistant County Attorney Robert Pronteau and all others deemed necessary and proper.

Legislators Supporting Petition

Legislators Opposing Petition

1.	<i>John M. ...</i>	
2.	<i>Bar ...</i>	
3.	<i>James ...</i>	
4.	<i>Max ...</i>	
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7.	<i>Thomas ...</i>	
8.	<i>...</i>	
9.	<i>Emil R. Fappella</i>	
10.	<i>John P. ...</i>	
11.	<i>...</i>	
12.	<i>Barbara Calordia</i>	
13.	<i>William Hookmor</i>	
14.	<i>John ...</i>	
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Date: April 12, 2017

**Petition by Oneida County, New York
Board of County Legislators
for Memorializing Petition**



F.N. 20

17-176

READ & FILED

F.N.

A MEMORIALIZING PETITION SUPPORTING THE STATE TAKEOVER OF MEDICAID COSTS

SPONSORS: Messrs. Mandryck, Davis, ~~Colaninno~~, Flisnik, Koenig, SCHIEBEL, Idzi

WHEREAS, Oneida County recognizes the importance of the Medicaid Program which provides healthcare for our low-income populations; but the Board has concerns with the way the program is funded on the backs of counties; and

WHEREAS, since 1966, counties have been funding a significant share of Medicaid, with virtually no say in how the program is run; and

WHEREAS, in 2017 alone, counties (outside of New York City) will contribute \$2.3 billion towards the program; and

WHEREAS, the recent Federal Collins/Faso Amendment offered mandate relief to counties for the cost of Medicaid, by prohibiting states from using local contributions to pay for the cost of Medicaid. In other words, county taxes would no longer be used by states to fund Medicaid; and

WHEREAS, this proposal could have saved Oneida County more than \$50 million annually. Oneida County's property tax levy for 2016 was \$66 million and our 2016 local taxes used to finance Medicaid was \$57 million. That means *86% of our tax levy is used for the costs of Medicaid*; and

WHEREAS, the amendment would have brought New York State in line with most other states who do not rely so heavily on local dollars to finance Medicaid decisions made in Albany; and

NOW THEREFORE BE IT HEREBY RESOLVED, the Oneida County Board of Legislators recognizes Medicaid financing needs to be reviewed at the State level to ensure its longevity; and

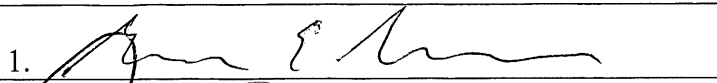
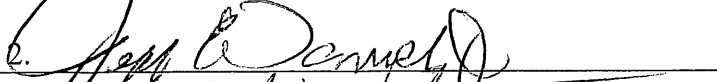
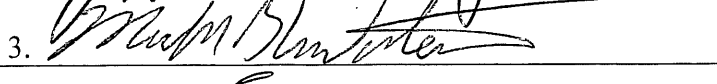
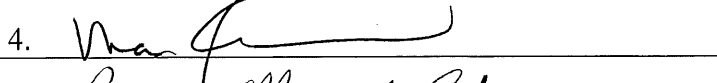

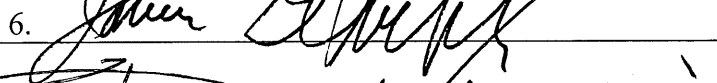
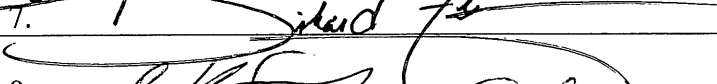


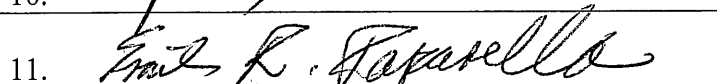
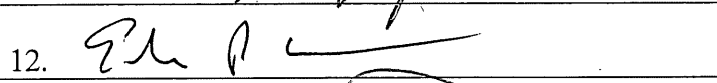
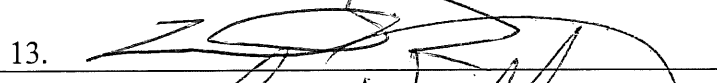
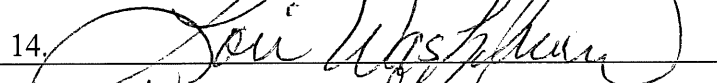

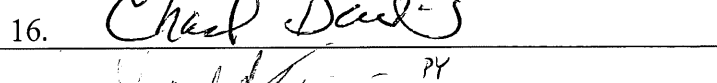


BE IT FURTHER RESOLVED, that the Oneida County Board of Legislators hereby urges the New York State Legislature and Governor Cuomo to support this cause through legislation; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following:

New York State Governor Andrew Cuomo, New York State Medicaid Director Jason Helgerson, New York State Senator Joseph A. Griffo, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Brian Miller, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Senator David Valesky, New York State Assembly Representative William Magee, County Executive Anthony Picente, Jr., Social Services Commissioner Lucile Soldato and NYSAC Executive Director Steve Acquario and all others deemed necessary and proper.

Legislators Supporting Petition

Legislators Opposing Petition

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Date: April 12, 2017

INTRODUCTORY
NO.

F.N. 2017-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO:

FN 20

17177

INTRODUCED BY: ALL MEMBERS
2ND BY:

WAYS & MEANS

RE: PROCLAIMING JUNE, 2017 "DAIRY MONTH" IN ONEIDA COUNTY

WHEREAS, Oneida County is one of the leaders in the production of dairy products in New York State, with over 200 dairy farms with over 16,000 milking cows producing over 160,000 gallons of milk per day, having an economic impact in the millions of dollars in regional sales; and

WHEREAS, According to the latest statistics, across the County, milk sales totaled over \$60,270,000 and provided employment for thousands of people, proving that dairy farming is indeed "big business" in Oneida County; and,

WHEREAS, The Dairy Industry continues to persevere in the marketing of wholesome dairy products such as butter, cream and cheese. Not only is dairy a healthy product, it is produced here in Oneida County 365 days a year; and,

WHEREAS, The Oneida County Board of Legislators wishes to acknowledge, support and show its appreciation for the Dairy Industry in Oneida County and for the fine family farmers and business people who make major contributions to both our economy and our quality of life; and

WHEREAS, Today, this Board congratulates the newly crowned Oneida County Dairy Princess for 2017, Miss Abigail Wratten and thank her for her duties and her tireless efforts traveling around the County in the promotion of dairy products; now, therefore, be it

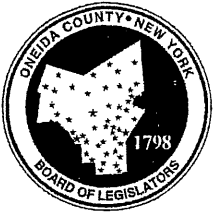
RESOLVED, That the MONTH OF JUNE, 2017, HAS BEEN DECLARED "DAIRY MONTH" in Oneida County; and be it further

RESOLVED, That the Oneida County Board of Legislators calls on all citizens of Oneida County to support our local dairy industry by buying real dairy products.

Dated: June 14, 2017

Adopted by the following vote:
AYES NAYS ABSENT





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

Philip M. Sacco
Minority Leader

May 1, 2017

FN 20 17-178

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

WAYS & MEANS

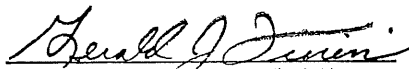
RE: **Scheduling of Public Hearing for Consolidated Agricultural District #1 -
Towns of Annsville, Camden, Florence and Vienna**

Dear Mike,

I have received correspondence from the Farmland Protection Board requesting a Public Hearing on Agricultural District #1 . Pursuant to that request, please prepare a docket scheduling a public hearing for **7:00 PM on Tuesday, June 27th, 2017 at the Camden Town Hall, 47 Second Street, Camden, NY.**

I ask that the Ways and Means Committee and the full Board of Legislators vote on the docket at the meeting of **June 14th, 2017.**

Respectfully submitted,


GERALD J. FIORINI, CHAIRMAN
ONEIDA COUNTY BOARD OF LEGISLATORS

cc: All FPB Members
Commissioner of Agriculture and Markets
Commissioner of DEC



NOTICE OF PUBLIC HEARING

AGRICULTURAL DISTRICT NO. 1

TOWNS OF ANNSVILLE, CAMDEN, FLORENCE AND VIENNA

PLEASE TAKE NOTICE, that Agricultural District #1 was established on September 28, 1977 pursuant to Article 25-AA of the Agriculture and Markets Law,

PLEASE TAKE NOTICE, that Agriculture District #1 consists of the Towns of Annsville, Camden, Florence and Vienna and presently consists of a total area of 19,572.9 acres,

NOTICE IS HEREBY GIVEN, that a public hearing shall be held by the Oneida County Board of Legislators/Oneida County Farmland Protection Board on Tuesday, June 27th, 2017 at 7:00PM at the Camden Town Hall, 47 Second Street, Camden, NY.

Said public hearing is being held to consider the recommendations of the Oneida County Agricultural and Farmland Protection Board to increase the number of acres within District #1 to approximately 22,172.9.

A description of maps of the District, proposed modifications and recommendations may be examined in the Oneida County Planning Department, at the Boehlert Center @ Union Station, 321 Main Street, Utica, NY 13501.

All parties of interest and citizens will be heard by the Oneida County Farmland Protection Board at the public hearing.

ONEIDA COUNTY BOARD OF LEGISLATORS

Mikale Billard, Clerk
MIKALE BILLARD, CLERK

DATED: June 14, 2017



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mitale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

May 4, 2017

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

FN 20 17-179

WAYS & MEANS

Honorable Members:

The Oneida County Board of Legislators designated January 1 through January 31, 2017 as "Open Enrollment" for farm-land owners in Oneida County, pursuant to an amendment by New York State to the Agriculture and Markets Law. This "open enrollment" period allowed the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

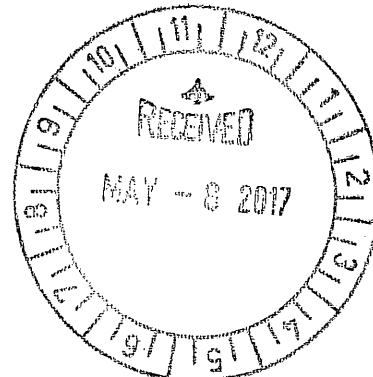
I have received the attached documentation after the Oneida County Agricultural and Farmland Protection Board's review found 14 landowners owning 1,485.5 acres to be in accordance with the qualifications for inclusion within an agricultural district.

I hereby submit the attached packet of information for final approval of the "Open Enrollment" period and respectfully request that this be considered by committee, and subsequently by the full Board at the meeting of **June 14, 2017** thereafter being submitted to the State for final approval.

Respectfully submitted,

GERALD J. FIORINI,
CHAIRMAN OF THE BOARD

GJF:cd
attachments





ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider
Paul van Lieshout ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Brian Mandryck

ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT OPEN ENROLLMENT ADDITIONS TO EXISTING AGRICULTURAL DISTRICTS MAY 2017

I. INTRODUCTION

Oneida County established January 1, 2017 – January 31, 2017 as the Open Enrollment Period for Agricultural Districts. A public hearing was held on May 3, 2017. This report reflects the recommendations of the Oneida County Farmland Protection Board.

II. DISCUSSION

A total of 17 landowners, owning 1485.5 acres of farmland, expressed a desire to be within an agricultural district by submitting an Agricultural District Enrollment Form to the Agricultural and Farmland Protection Board. These landowners, together with the specific parcels and acreages to be enrolled in the modified district, are shown on the attached list. In addition to the new properties added, there were several instances where property changed ownership and the new owner decided to re-enroll the properties into the agricultural district. There were also a few instances where parcel boundaries changed due to subdivisions. Individual parcel maps were created for the parcels previously not within an agricultural district. Maps were also created for those parcels where changes in ownership occurred and also where parcel boundaries changed. All of the maps are included in the package of materials.

III. FINDINGS MADE BY THE ONEIDA COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD

The Oneida County Agricultural and Farmland Protection Board reviewed all of the applications and parcels on an individual basis and found all of them to be in accordance with the qualifications for inclusion within an agricultural district.

IV. RECOMMENDATION

The Oneida County Agricultural and Farmland Protection Board recommend that the 17 landowners and 1485.5 acres* of farmland shown on the attached list be incorporated into the existing, corresponding agricultural districts. It is further recommended that the Oneida County Board of Legislators forward the list of properties and landowners to the NYS Commissioner of Agriculture and Markets for approval and certification.

* These figures include properties currently enrolled in agricultural districts where there was a change in ownership or a change in parcel boundaries. Without these properties the total number of acres added is 1414.3.





Oneida County Farmland Protection Board * C/O Cornell Cooperative Extension
121 Second Street * Oriskany, New York * 13424 * (315) 736-3394

2017 OPEN ENROLLMENT NYS AGRICULTURAL DISTRICTS-ONEIDA COUNTY

<u>PARCEL ID#</u>	<u>OWNER</u>	<u>FARMTYPE</u>	<u>ACRES</u>	<u>MUNI</u>	<u>DISTRICT</u>
159.011-1-4.1	ATWELL, LEON M.	DAIRY, HAY, CORN	3.4	V. REMSEN	3
278.000-2-19.3	RUSEY, GEORGIY	CHRISTMAS TREE	5.5	MARCY	7
95.000-1-10.2	KEANE, MICHAEL F.	CORN	10.2	AVA	2
248.000-2-45.1	SEGAL, ETHAN	LETTUCE, KALE, ESCAROLE, STRAWBERRIES	49.0	TRENTON	7
268.000-1-18	BONCELLA, MARK	CORN	108.6	VERONA	4
269.000-1-36	BONCELLA, MARK	CORN	138.1	VERONA	4
270.000-1-26	BONCELLA, MARK	CORN	7.4	VERONA	4
283.000-1-19.1	BONCELLA, MARK	CORN	7.1	VERONA	4
283.000-1-19.1	BONCELLA, MARK	CORN	45.1	VERONA	4
283.000-1-19.2	BONCELLA, MARK	CORN	5.4	VERONA	4
283.000-1-19.3	BONCELLA, MARK	CORN	6.7	VERONA	4
283.000-1-21	BONCELLA, MARK	CORN	13.7	VERONA	4
290.000-2-44.1	GROSS, R. DOUGLAS	FIELD CROPS, LIVESTOCK, CHRISTMAS TREE, NURSERY, BEES	23.0	WHITESTOWN	5
290.000-2-44.3	GROSS, R. DOUGLAS	FIELD CROPS, LIVESTOCK, CHRISTMAS TREE, NURSERY, BEES	21.5	WHITESTOWN	5
290.000-2-43.5	GROSS, R. DOUGLAS	FIELD CROPS, LIVESTOCK, CHRISTMAS TREE, NURSERY, BEES	5.2	WHITESTOWN	5
290.000-2-43.6	GROSS, R. DOUGLAS	FIELD CROPS, LIVESTOCK, CHRISTMAS TREE, NURSERY, BEES	5.0	WHITESTOWN	5
275.000-2-25.2	NOGA, BARNEY	HAY, CORN, LIVESTOCK	18.3	WHITESTOWN	5
339.000-2-37	M & J HUMPHREYS	FIELD CROPS, VEGETABLES	67.8	NEW HARTFORD	5
339.000-2-2	M & J HUMPHREYS	FIELD CROPS, VEGETABLES	63.2	NEW HARTFORD	5
292.004-1-43.1	CANDELLA, MICHAEL & GRACE	MULTIPLE	0.7	MARCY	7
152.000-2-41.4	STEINBACH, DAVID & RALUCA	HAY, VEGETABLE, BEEF	29.9	LEE	2
186.001-1-1	MEGERELL, ERNEST C.	HAY, CORN, BEEF	72.1	LEE	2
186.001-1-10	MEGERELL, ERNEST C.	HAY, CORN, BEEF	0.1	LEE	2
186.001-1-13	MEGERELL, ERNEST C.	HAY, CORN, BEEF	0.3	LEE	2
186.001-1-5	MEGERELL, ERNEST C.	HAY, CORN, BEEF	3.3	LEE	2
186.001-1-4	MEGERELL, ERNEST C.	HAY, CORN, BEEF	0.4	LEE	2
186.001-1-29	MEGERELL, ERNEST C.	HAY, CORN, BEEF	118.2	LEE	2
185.000-1-1.1	MEGERELL, ERNEST C.	HAY, CORN, BEEF	59.9	LEE	2
122.000-1-2.1	BURTON, JUDITH M.	BEEF	152.0	REMSEN	3
122.000-1-2.3	BURTON, JUDITH M.	BEEF	35.6	REMSEN	3
122.000-1-1.3	BURTON, STEPHEN & JUDITH	FIELD CROPS, LIVESTOCK, BEEKEEPER	0.8	REMSEN	3
122.000-1-1.1	BURTON, STEPHEN & JUDITH	FIELD CROPS, LIVESTOCK, BEEKEEPER	81.5	REMSEN	3
122.000-1-1.1	BURTON, STEPHEN & JUDITH	FIELD CROPS, LIVESTOCK, BEEKEEPER	11.8	REMSEN	3
141.000-1-29.1	BURTON, STEPHEN & JUDITH	FIELD CROPS, LIVESTOCK, BEEKEEPER	119.4	REMSEN	3
350.000-3-49	COLLINS FARM REALTY LLC	DAIRY, FIELD CROPS	0.4	NEW HARTFORD	5
350.000-3-45	COLLINS FARM REALTY LLC	DAIRY, FIELD CROPS	3.2	NEW HARTFORD	5
350.000-3-40.1	COLLINS FARM REALTY LLC	DAIRY, FIELD CROPS	1.5	NEW HARTFORD	5
357.000-1-10	COLLINS FARM REALTY LLC	DAIRY, FIELD CROPS	69.2	MARSHALL	6
381.000-1-21.3	JONES, PAUL	N/A	14.5	AUGUSTA	4
333.000-1-33.6	THURSTON, MYRON & CYNTHIA	FIELD CROPS, BEEF, GOATS	28.3	VERNON	4
333.000-1-33.7	THURSTON, MYRON & CYNTHIA	FIELD CROPS, BEEF, GOATS	23.4	VERNON	4
343.000-1-38	SMITH DANIEL R. & RENEE M.	HAY, CORN, SOYBEANS, POULTRY	54.6	VERNON	4
		TOTAL ACRES	1485.5		



LEGEND

-  OC OPEN 2017
-  PARCELS
-  ROADS
-  EXISTING OCAG

**ATWELL, LEON
REMSEN (V)**
3.4 acres


**Agricultural District
Open Enrollment**
Oneida County
2017




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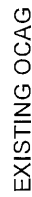


LEGEND

 OC OPEN 2017

 PARCELS

 ROADS

 EXISTING OCAG

BONCELLA, MARK

VERONA

332.1 acres

Map 1 of 2

Agricultural District

Open Enrollment

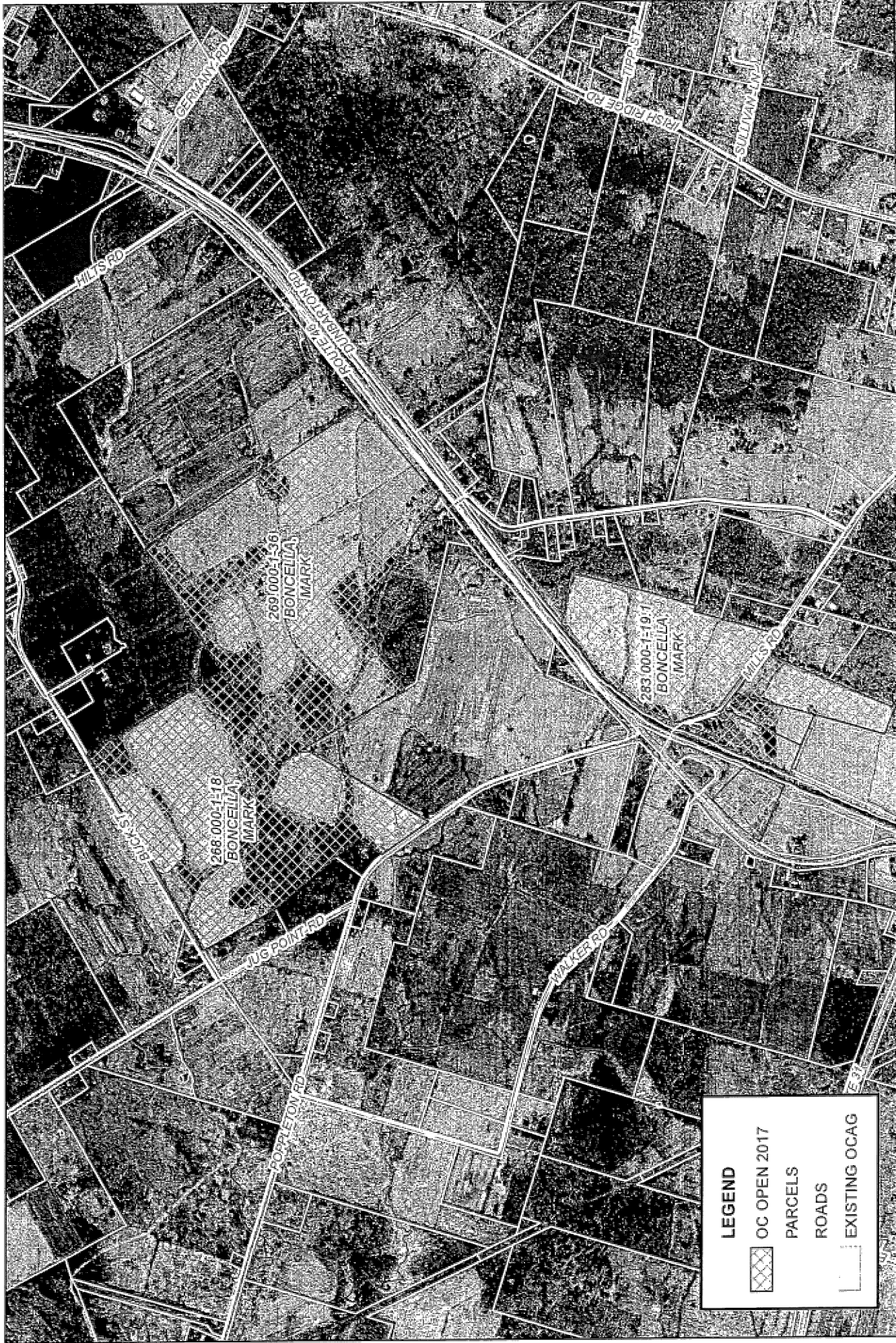
Oneida County

2017







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LEGEND

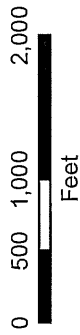
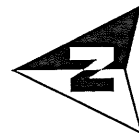
-  OC OPEN 2017
-  PARCELS
-  ROADS
-  EXISTING OCAG

BONCELLA, MARK
VERONA
 332.1 acres
 Map 2 of 2

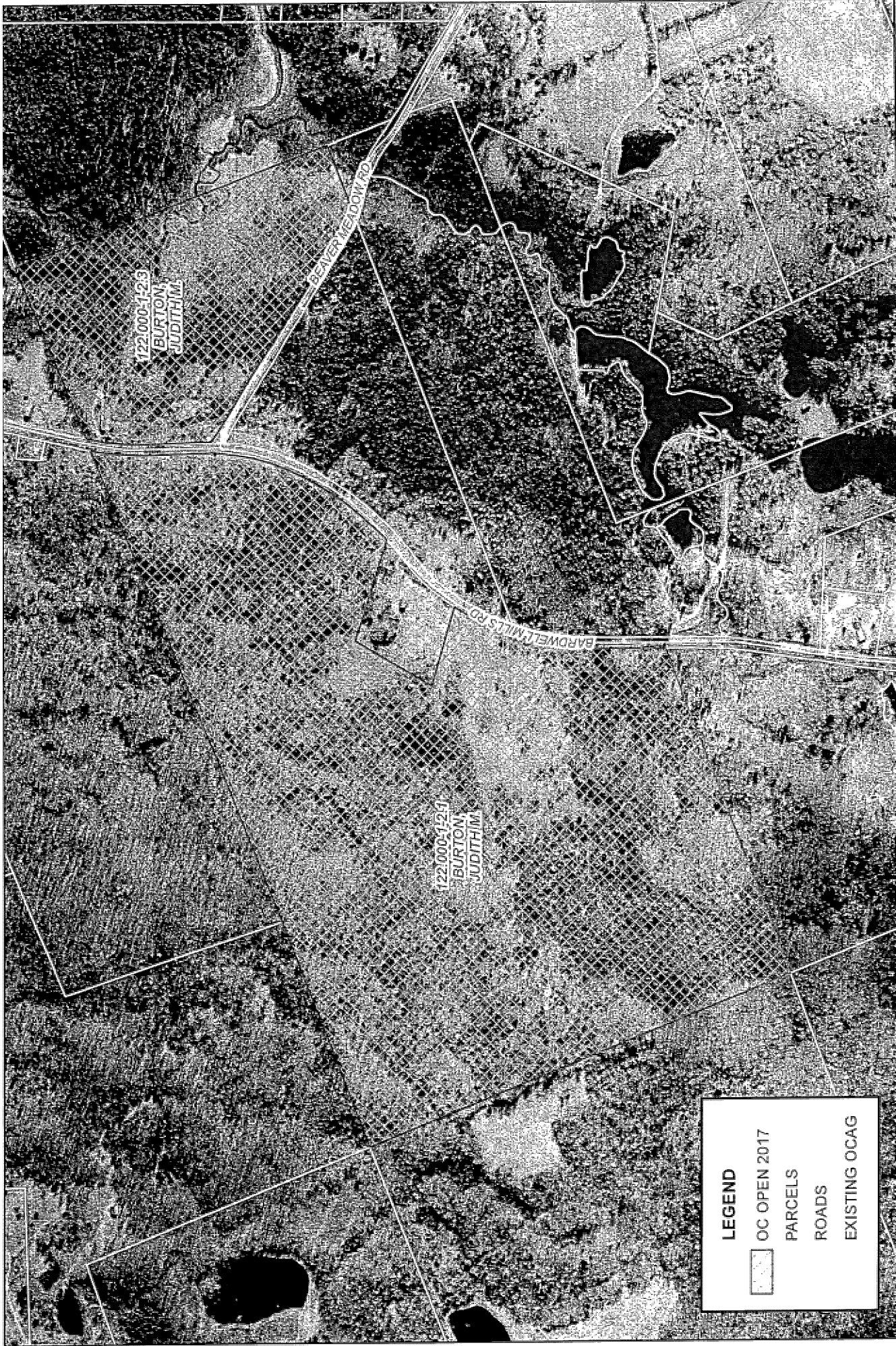
Agricultural District
Open Enrollment

Oneida County

2017



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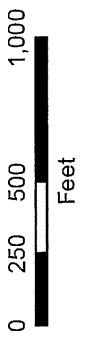
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**Agricultural District
Open Enrollment**

Oneida County

2017







LEGEND

-  OC OPEN 2017
-  PARCELS
-  ROADS
-  EXISTING OCAG

**BURTON, JUDITH M.
REMSEN
187.6 acres**

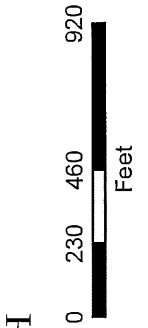


LEGEND

-  OC OPEN 2017
-  PARCELS
-  ROADS
-  EXISTING OCAG

BURTON, STEPHEN & JUDITH
 1 OF 2
 REMSEN
 213.5 acres





Agricultural District
Open Enrollment
 Oneida County
 2017



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LEGEND

-  OC OPEN 2017
-  PARCELS
-  ROADS
-  EXISTING OCAG

BURTON, STEPHEN & JUDITH
 2 OF 2
 REMSEN
 213.5 acres



Agricultural District
Open Enrollment
 Oneida County
 2017



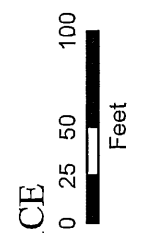
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LEGEND

- DistBound
- OC OPEN 2017
- PARCELS
- ROADS

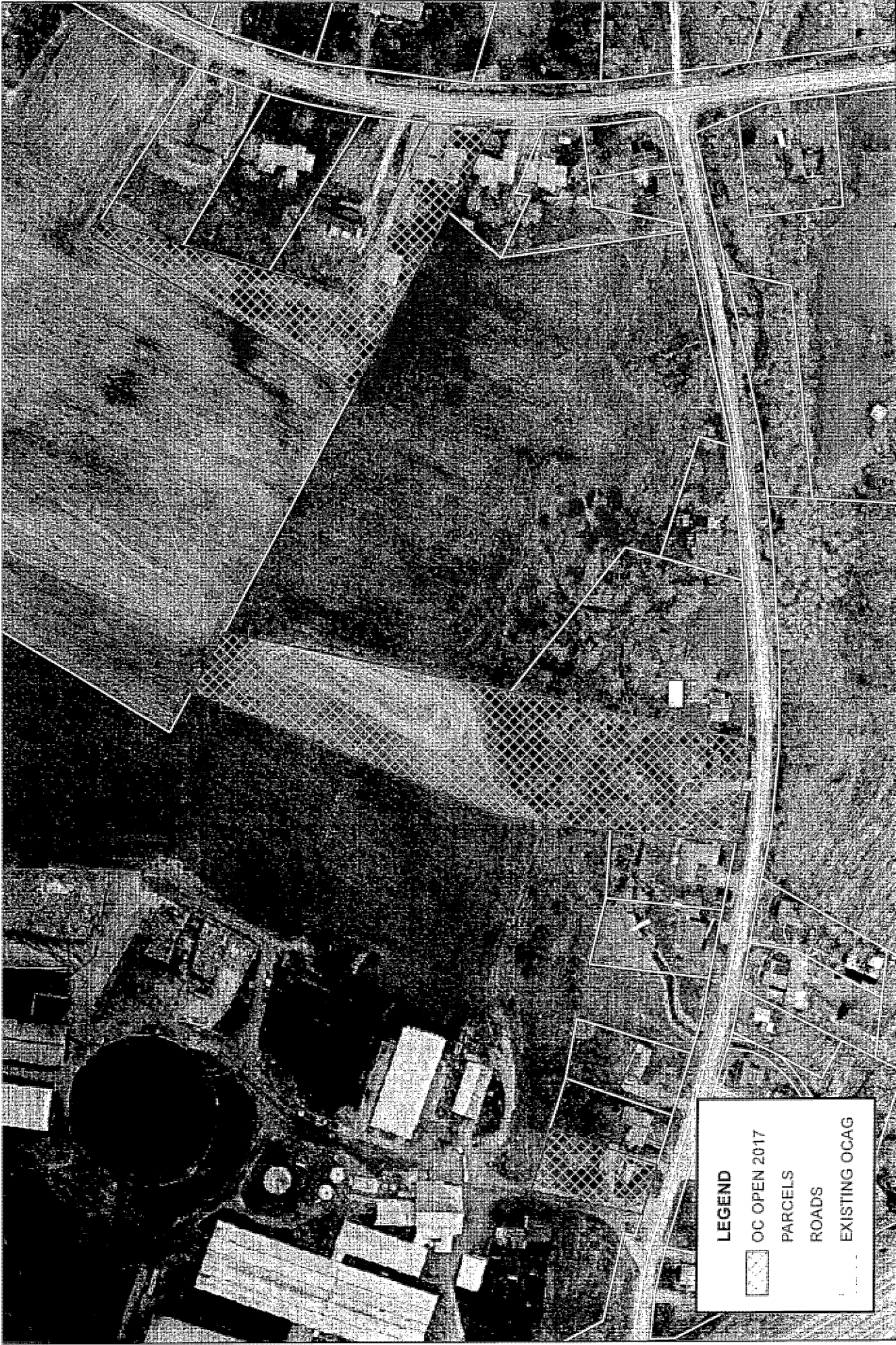
CANDELA, MICHAEL & GRACE
MARCY
 0.7 acres







Agricultural District
Open Enrollment
 Oneida County
 2017



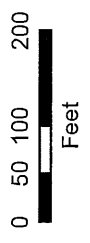
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LEGEND

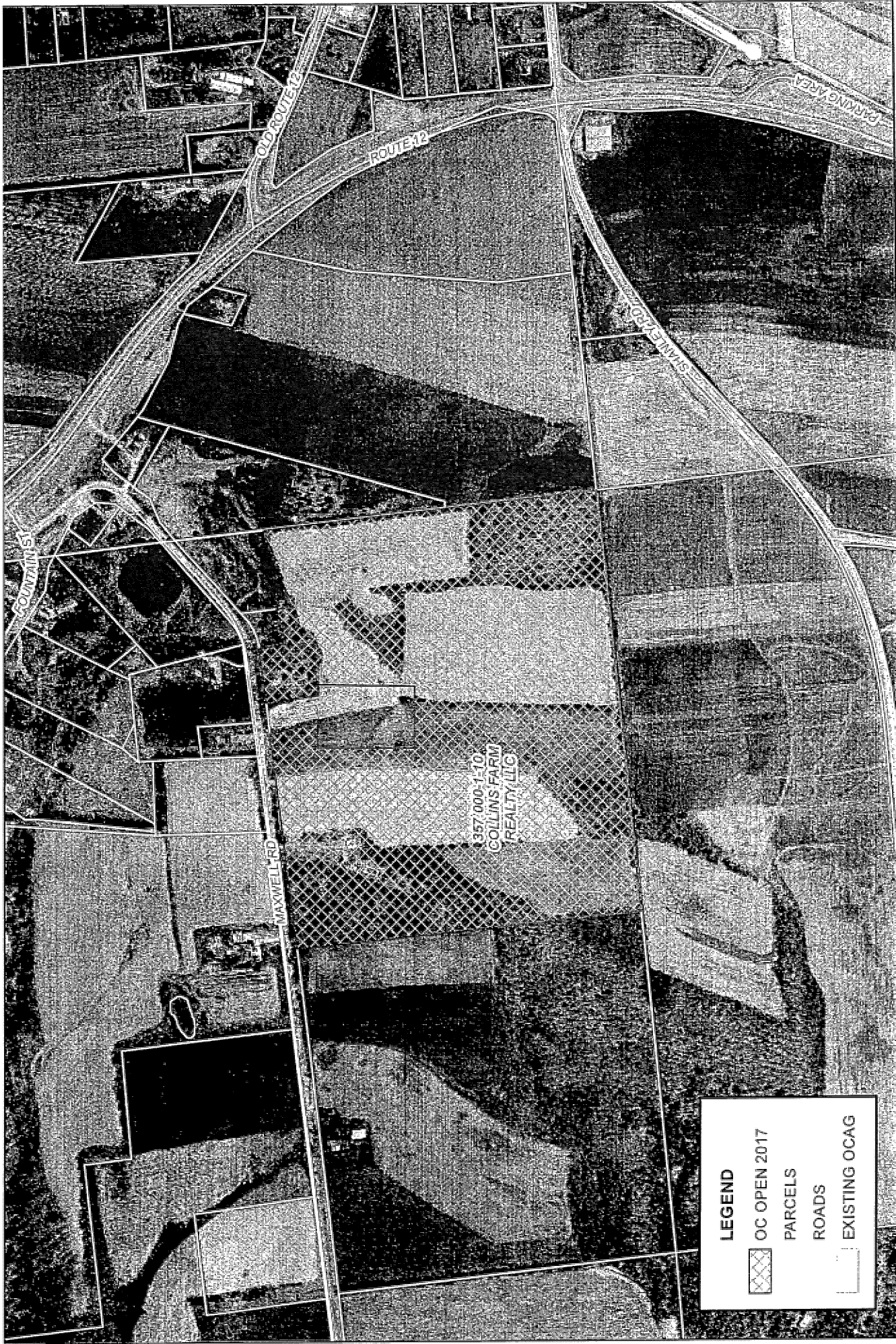
-  OC OPEN 2017
-  PARCELS
-  ROADS
-  EXISTING OCAG

COLLINS FARM REALTY LLC
NEW HARTFORD
 5.1 acres



Oneida County
 2017

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LEGEND
 [Cross-hatch symbol] OC OPEN 2017
 [Solid line symbol] PARCELS
 [Dashed line symbol] ROADS
 [Dotted line symbol] EXISTING OCAG

COLLINS FARM REALTY LLC

MAP 2

NEW HARTFORD

69.2 acres

Agricultural District

Open Enrollment

Oneida County





2017



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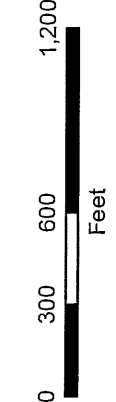


LEGEND

-  OC OPEN 2017
-  PARCELS
-  ROADS
-  EXISTING OCAG

**GROSS, R. DOUGLASS
WHITESTOWN**
54.7 acres





**Agricultural District
Open Enrollment**
Oneida County
2017



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LEGEND

-  OC OPEN 2017
-  PARCELS
-  ROADS
-  EXISTING OCAG

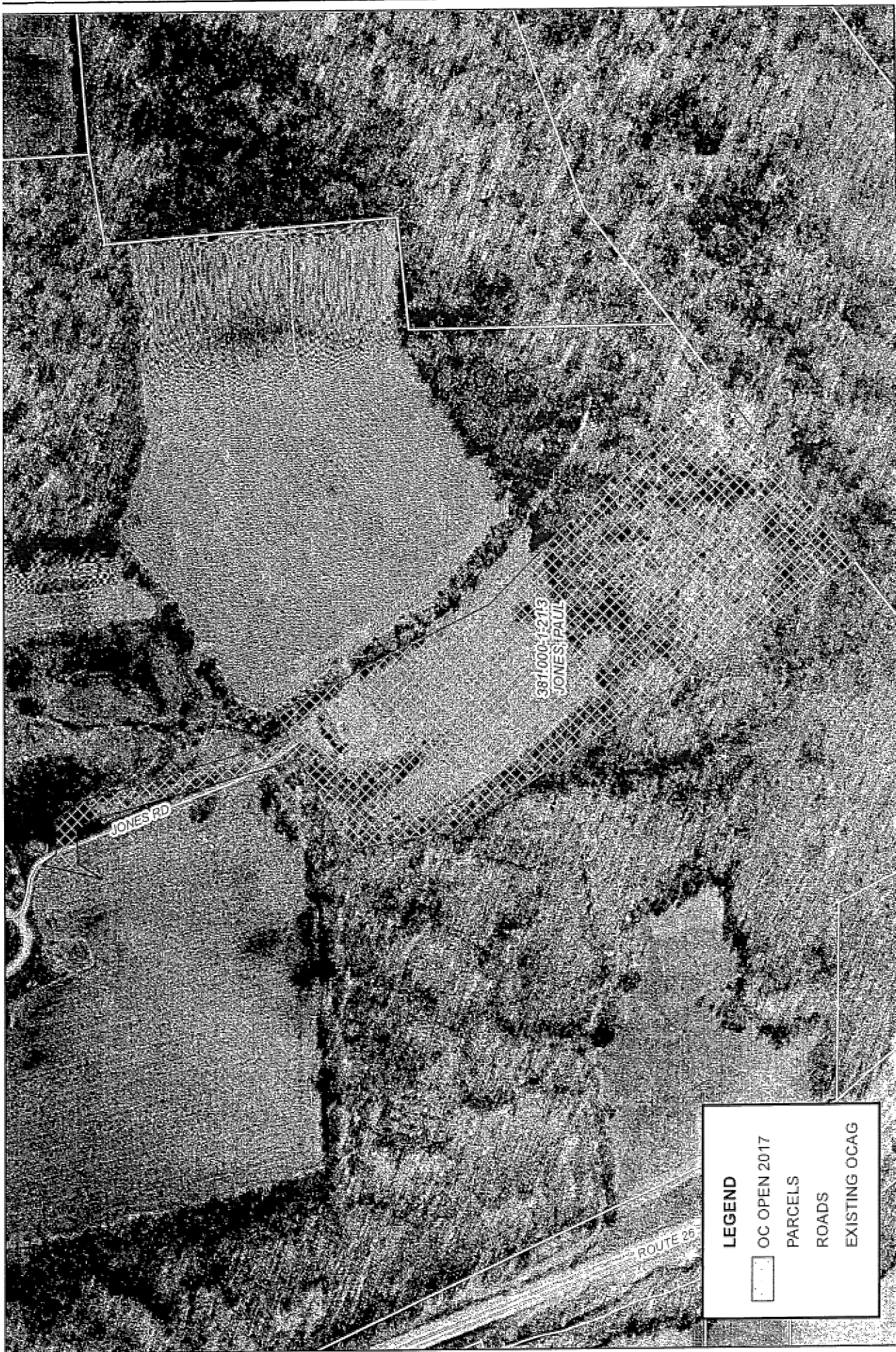
**M & J HUMPHREYS
NEW HARTFORD**
131.0 acres

**Agricultural District
Open Enrollment**





Oneida County
2017



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LEGEND

-  OC OPEN 2017
-  PARCELS
-  ROADS
-  EXISTING OCAG

**JONES, PAUL
AUGUSTA**
14.5 acres



**Agricultural District
Open Enrollment**
Oneida County
2017



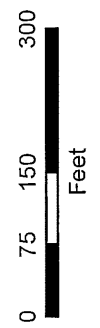
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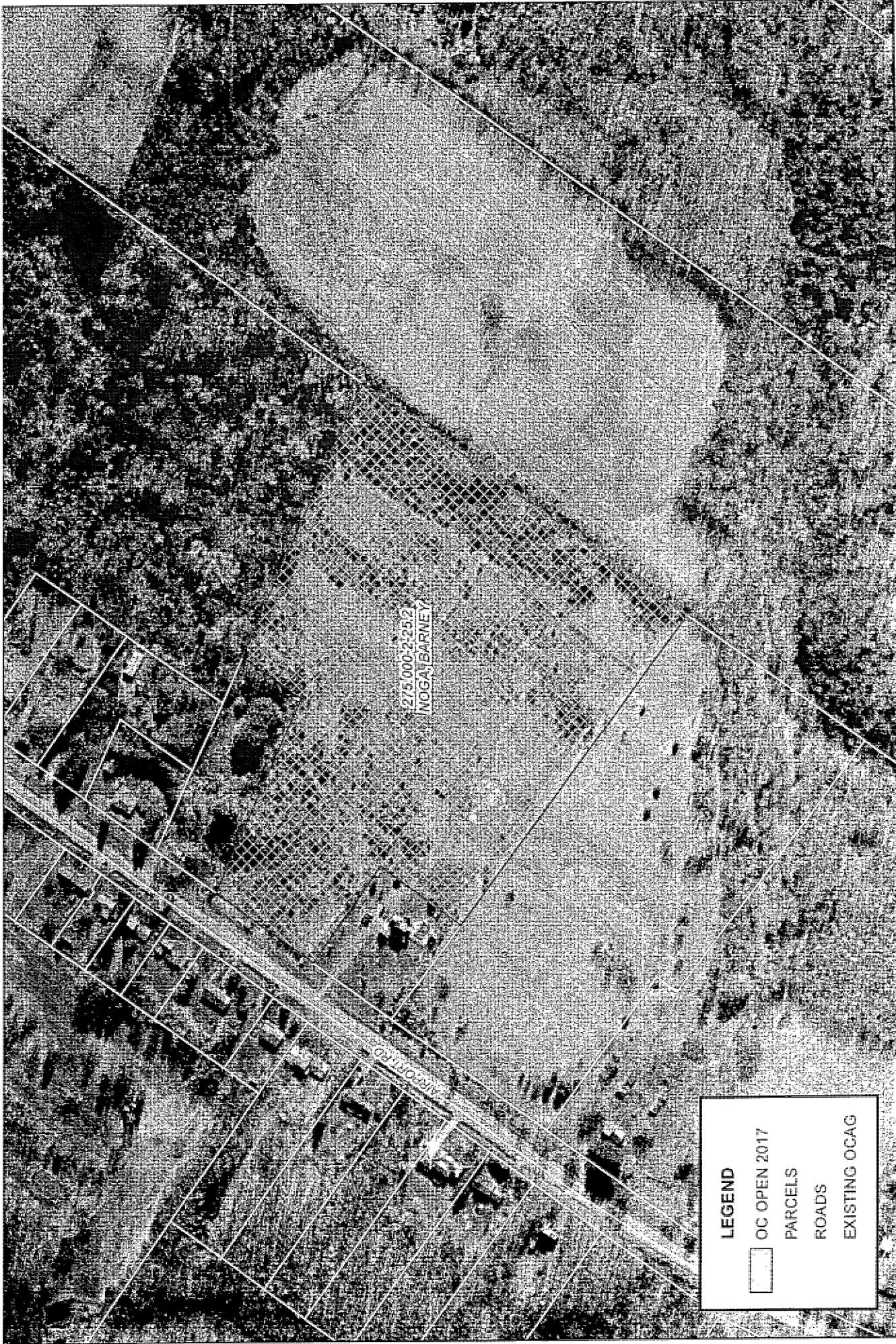
**Agricultural District
Open Enrollment**
Oneida County
2017







LEGEND

- OC OPEN 2017
- PARCELS
- ROADS
- EXISTING OCAG

KEANE, MICHAEL F.
AVA
10.2 acres

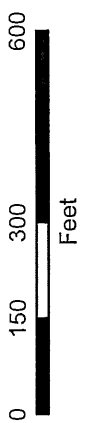


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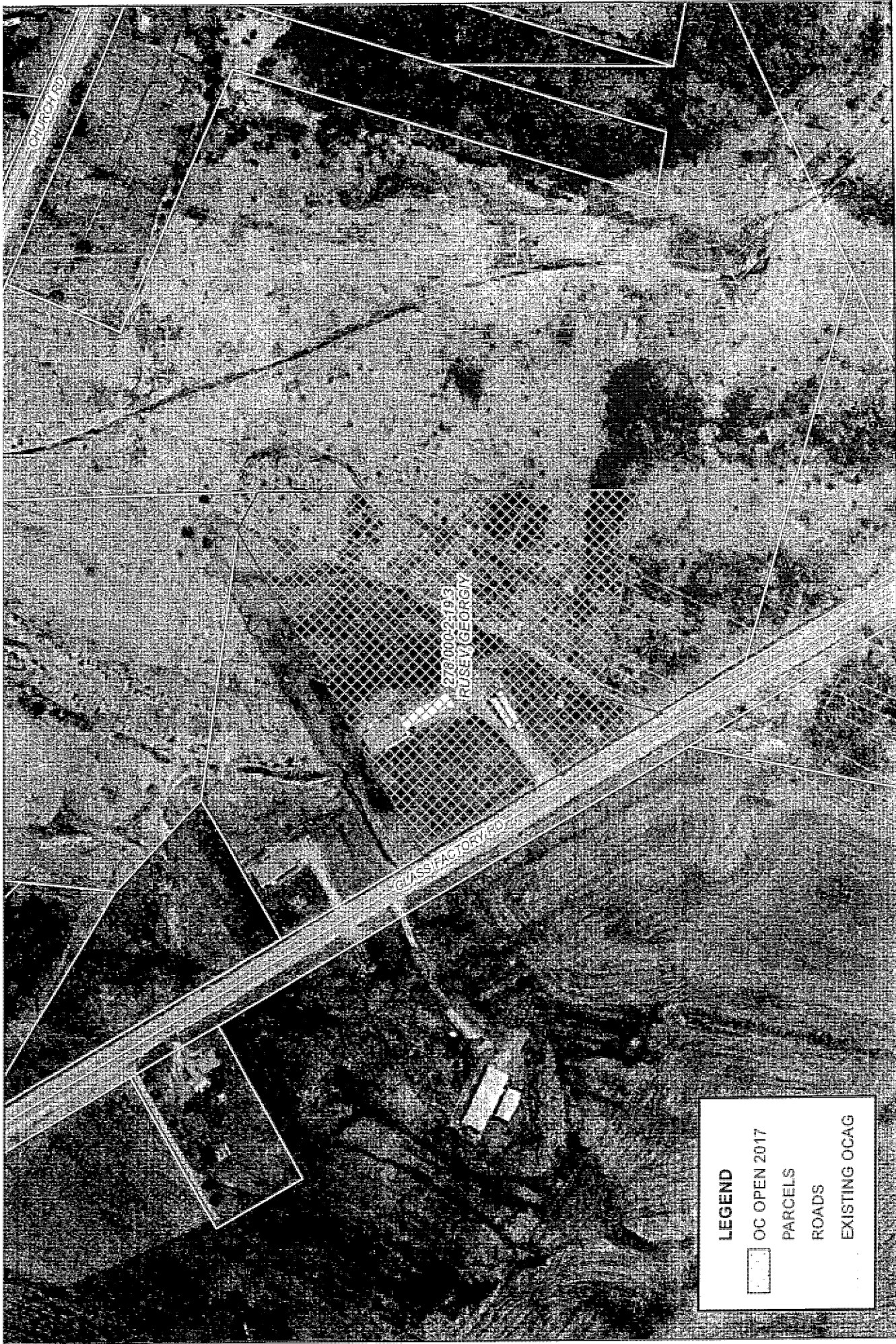
-  OC OPEN 2017
-  PARCELS
-  ROADS
-  EXISTING OCAG

**NOGA, BARNEY
WHITESTOWN**
18.3 acres

**Agricultural District
Open Enrollment**
Onega County
2017

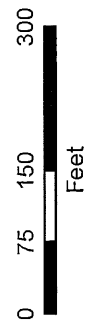


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LEGEND
 OC OPEN 2017
 PARCELS
 ROADS
 EXISTING OCAG

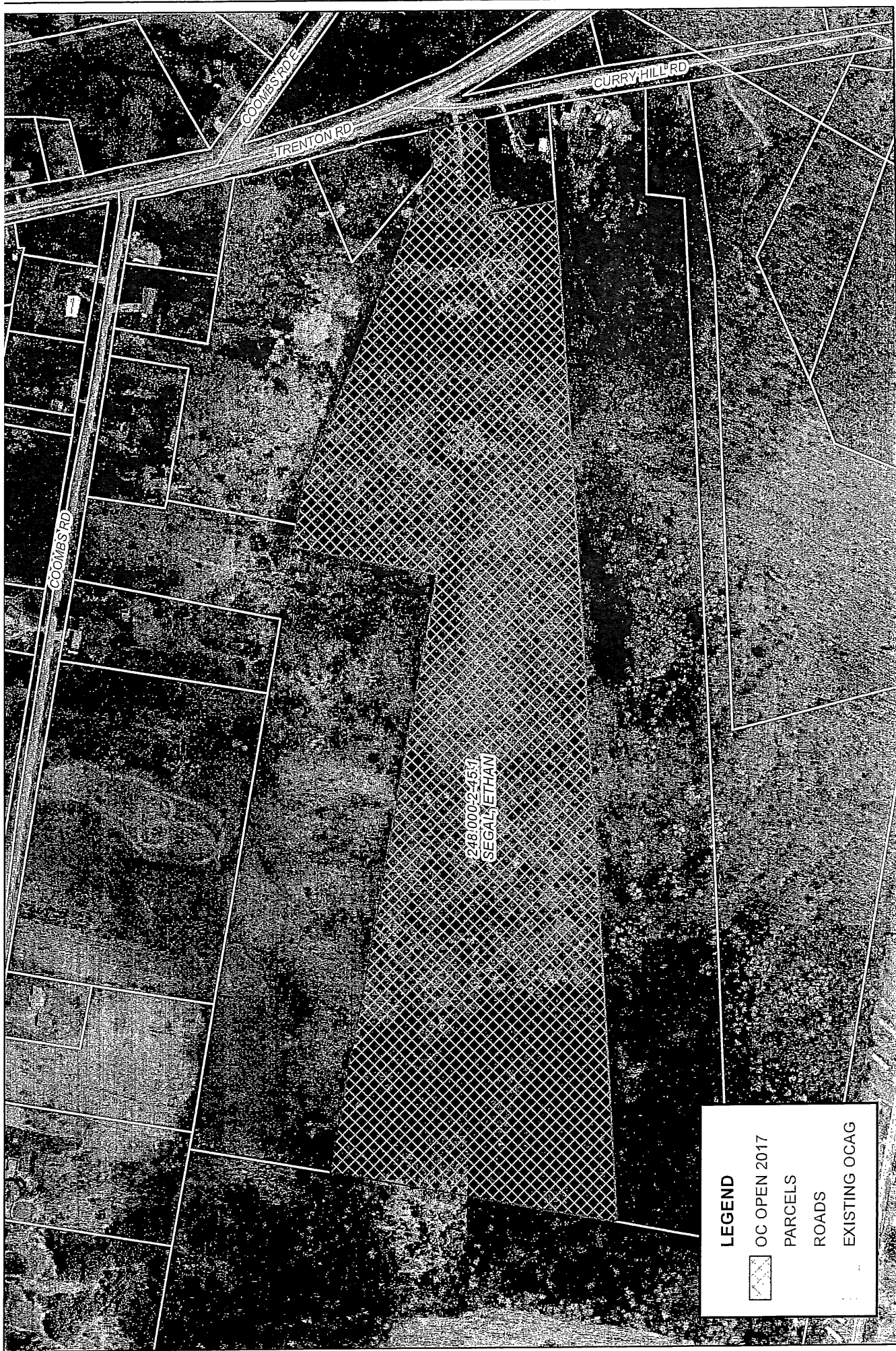
RUSEV, GEORGIY
MARCY
 5.5 acres



Agricultural District
Open Enrollment
 Oneida County
 2017



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LEGEND
 [Grid Symbol] OC OPEN 2017
 [Outline Symbol] PARCELS
 [Line Symbol] ROADS
 [Dotted Symbol] EXISTING OCAG

SEGAL, ETHAN
TRENTON
 48.9 acres



Agricultural District
Open Enrollment

Oneida County

2017

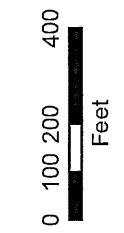


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LEGEND
 [Symbol] OC OPEN 2017
 [Symbol] PARCELS
 [Symbol] ROADS
 [Symbol] EXISTING OCAG

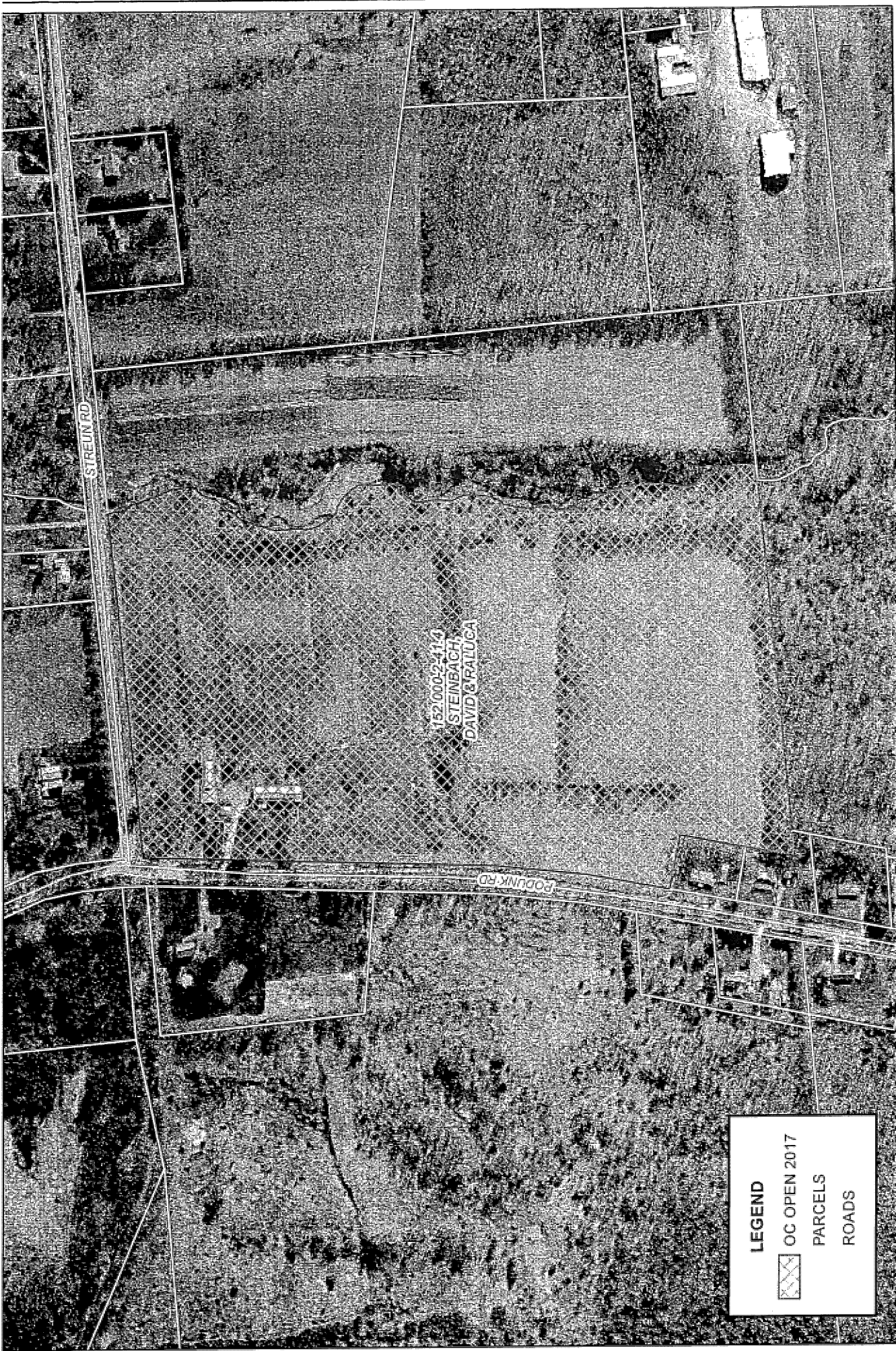
**SMITH DANIEL R. & RENEE M.
 VERNON**
 54.6 acres



**Agricultural District
 Open Enrollment**
 Oneida County
 2017



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**Agricultural District
Open Enrollment**

Oneida County
2017






STEINBACH, DAVID & RALUCA

LEE

29.9 acres

LEGEND

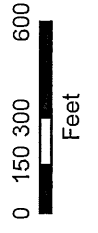
-  OC OPEN 2017
-  PARCELS
-  ROADS



LEGEND
 [Symbol] OC OPEN 2017
 [Symbol] PARCELS
 [Symbol] ROADS
 [Symbol] EXISTING OCAG

THURSTON, MYRON & CYNTHIA
VERNON
 51.7 acres

Agricultural District
Open Enrollment
 Oneida County
 2017



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ONEIDA COUNTY DEPARTMENT OF PERSONNEL

County Office Building 800 Park Avenue Utica, New York 13501-2986
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net
Web site: www.ocgov.net

April 21, 2017

FN 20 17-180 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

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

Anthony J. Picente, Jr.
County Executive

WAYS & MEANS Date 4/25/17

Dear County Executive Picente:

Attached please find correspondence from Oneida County Commissioner of Aviation, Russell Stark requesting extended sick leave with pay for Dawn Noble, Accounting Supervisor.

Ms. Noble began her employment with Oneida County on July 27, 2000 and has 16+ years of service with Oneida County. According to Oneida County Personnel Rules, she may be granted up to sixty (60) working days of extended sick leave with pay with the understanding that she is obligated to pay back the sick days used upon her return to work. She has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

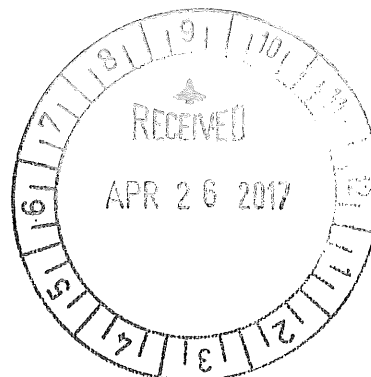
I recommend that this request be forwarded to the Board of Legislators for their consideration at their next meeting.

Sincerely,

John P. Talerico
Commissioner of Personnel

Attachment

Cc: Russell Stark, Commissioner of Aviation
Dawn Noble



Griffiss International Airport



660 Hangar Road, Suite 223

Rome, NY 13441

Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.

County Executive

RUSSELL STARK

Commissioner of Aviation

April 21, 2017

John Talerico

Oneida County Commissioner of Personnel

800 Park Avenue

Utica, NY 13501

Dear Commissioner Talerico:

On behalf of Dawn Noble, Accounting Supervisor, I am requesting an extension of sick time for the maximum (60 days) time she is eligible. Ms. Noble has been injured since March 20, 2017 and will remain out of work for an extended period of time. She has depleted her time bank and has requested donated time.

Ms. Noble has been an employee with Oneida County since July 2000.

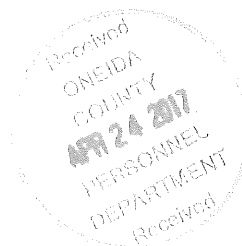
Thank you for your consideration in this matter.

Sincerely,

Russell Stark

Commissioner

Oneida County Department of Aviation



Griffiss International Airport



660 Hangar Road, Suite 223
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

RUSSELL STARK
Commissioner of Aviation

April 11, 2017

FN 20 17-181

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

AIRPORT

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

Anthony J. Picente, Jr.
County Executive

Dear Mr. Picente:

WAYS & MEANS

Date 4/24/17

This letter is regarding the Revocable Permit for Access and Use of the New York State Preparedness Training Center between the NY State Division of Homeland Security and Emergency Services and Oneida County. This permit would allow the UAS Test Site the opportunity to conduct UAS testing and Research and Development at the SPTC location and take advantage of their infrastructure while building relationships with other state agencies.

The permit is for one (1) year and we fully expect to renew each year.

The Permit packet includes the Use Permit, Exhibit A, a copy of the Oneida County insurance Certificate of Liability as requested by the NY State Division of Homeland Security and Emergency Services.

Respectfully request that if you approve of the permit, that it be forwarded to the Board of Legislatures for consideration.

Sincerely,

Russell Stark
Commissioner
Oneida County Department of Aviation



Oneida Co. Department:

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:

NY State Division of Homeland Security
and Emergency Services
1220 Washington Ave
Bldg 7A, 7th Floor
Albany, NY 12242

Title of Activity or Service:

Use Permit for the SPTC

Proposed Dates of Operation:

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Use Permit between NYS DHS and Oneida County (UAS Test Site) for the use of the SPTC located at the old airport for a period of 1 year.

2) Program/Service Objectives and Outcomes:

Begin FAA UAS data collection, testing and R&D for the Griffiss UAS Test site.

3) Program Design and Staffing: N/A

Total Funding Requested: \$0.00

Account #: A5620

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): This is a no cost Nor revenue Permit

Cost Per Client Served: \$0.00

Past Performance Data: N/A

O.C. Department Staff Comments:

**New York State Division of Homeland
Security and Emergency Services
Revocable Permit for Access and
Use State Preparedness Training
Center "OUTSIDE NYS AGENCY USE"**

THIS AGREEMENT, made this _____ day of April, 2017, by and between the NYS Division of Homeland Security and Emergency Services (DHSES) having its principle place of business at the Harriman State Office Campus, 1220 Washington Avenue, Building 7A, 7th Floor, Albany, New York 12242, hereinafter referred to as the "STATE" and Oneida County having its principal place of business located at Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, hereinafter referred to as ("the PERMITTEE").

WITNESSETH:

WHEREAS, the STATE has exclusive access, use and possession of the premises known as the State Preparedness Training Center, located at 5900 Airport Road in the County of Oneida, State of New York, hereinafter referred to as the "SPTC"; and

WHEREAS, the PERMITTEE is requesting access and use of certain areas of the SPTC for purposes consistent with the mission of the SPTC; and

WHEREAS, the parties desire to enter into an agreement whereby the STATE will make certain areas of the SPTC available to the PERMITTEE for its access and use; and

WHEREAS, PERMITTEE hereby agrees to incorporate safety measures into all training, program, use or activity which PERMITTEE undertakes at the SPTC, including, but not limited to, conducting safety briefings and incorporating safety plans which meet or exceed current safety training standards for the training, program, use or activity.

WHEREAS, PERMITTEE hereby agrees to assume all risks of personal injury and property damage (including theft, loss or destruction of property) occasioned by its access, use and activities conducted at the SPTC;

NOW, THEREFORE, be it known that a revocable permit is hereby granted to PERMITTEE to access and use various designated areas of the SPTC in accordance with the terms and conditions of this Agreement and as more specifically described in Attachment A.

TERMS AND CONDITIONS

1. The SPTC shall be accessed and used as described in Attachment A and for no other purpose. This Agreement may not be transferred, assigned or otherwise given by PERMITTEE to any other person, entity or organization without the prior written consent of the STATE.
2. PERMITTEE hereby represents and warrants that it has inspected the SPTC premises and has found them to be safe and suitable for its activities and has not relied upon any representation or statement by the STATE or its officers, employees or agents as to the suitability of the SPTC for the PERMITTEE's activities.
3. PERMITTEE agrees to reimburse the STATE for all costs and expenses, if any, related to its access and use of the SPTC and in accordance with the schedule contained in Attachment B hereinafter referred to a "Permit space". Payment shall be due and payable upon PERMITTEE's receipt of a STATE billing statement.

4. PERMITTEE agrees that this Permit does not convey any right to possession of the property and that the relationship between the parties shall not be deemed to be that of landlord and tenant. Accordingly, there shall be no limitation construed on the STATE's right to enter the Permit space. Furthermore, this Permit shall not be assigned or transferred.

5. PERMITTEE shall ensure that each instructor is familiar with any equipment, materials, props, simulations or other items utilized during PERMITTEE'S access, training, program, use or activity while at the SPTC.

6. PERMITTEE shall comply with all SPTC policies and all Federal, State and local laws, ordinances, rules and regulations, and in the event said PERMITTEE shall fail to so comply, the STATE shall have the right to enter the Permit space and take whatever steps may be necessary to achieve compliance. Any cost or expense incurred by the STATE thereby shall be added to the next installment of the Permit fee coming due (if any), including interest thereon, and all remedies herein affecting such fee shall apply in the manner to such added amounts.

7. PERMITTEE agrees that no portion of the SPTC premises will be used in such a manner to create an unsafe condition or unreasonably increase the possibility of injury or damage to life or property. The PERMITTEE agrees to immediately notify the STATE and the SPTC Director of Operations in the event an unsafe or hazardous incident occurs or such circumstance exists at the SPTC, including any matter involving personal injury or property damage. PERMITTEE agrees that in the event the Permit space or any part thereof shall be damaged or destroyed or made unusable by any cause whatsoever, PERMITTEE'S sole recourse shall be a pro rata rebate of the Permit fee(s), if any. The STATE shall not be required or obligated to repair or restore the Permit space and, in such event, the PERMITTEE waives any right to reenter or reuse the Permit space. PERMITTEE will have no further obligation to pay a fee(s), if any, for the balance of the Permit term.

8. PERMITTEE agrees to save harmless and indemnify the People of the State of New York, the STATE, their officers and employees from and against any and all claims, suits, actions, cost and expense involving injury to person or property arising out of the use of the Permit space.

9. PERMITTEE agrees to obtain and maintain in force throughout the duration of this Permit a General Hazard and Comprehensive Public Liability Insurance Policy having coverage limits of not less than One Million Dollars (\$1,000,000.00) in the event of injury to any one person, and Three Million Dollars (\$3,000,000.00) in the event of injury to two or more persons while in and about the Permit space. The PERMITTEE shall deliver certificates of such insurance to the STATE prior to the beginning of the term of this Permit and thereafter not less than thirty (30) days prior to the expiration of any such policy. All such policies shall contain a provision that the STATE shall receive at least thirty (30) days' notice prior to material change or cancellation.

10. Nothing herein shall be construed to limit or restrict in anyway the STATE, its officers, employees, agents, and representatives, to enter upon the portion of the SPTC accessed, used or occupied by PERMITTEE for the purpose of inspecting or observing the activities of PERMITTEE under this Agreement or otherwise. The STATE, in its sole discretion, hereby reserves its right to revoke and cancel this Agreement at any time in the event, PERMITTEE's access and use of the SPTC interferes with the STATE's use and occupation of the SPTC or otherwise compromises the mission of the SPTC. PERMITTEE's access and use shall terminate upon the STATE's oral or written notification to PERMITTEE of revocation of this Agreement. Any fees paid or due to be paid by PERMITTEE shall be pro-rated to reflect the actual access and use utilized by PERMITTEE at the SPTC.

11. Upon completion or revocation of PERMITTEE's access and use of the SPTC, PERMITTEE shall immediately vacate the SPTC and at its sole cost and expense, restore the SPTC as nearly as possible to the condition it was prior to PERMITTEE's access and use, including equipment and trash clean-up and removal,

reasonable wear and tear excepted.

12. Any notice, other than revocation of PERMITTEE's access and use, must be in writing signed by the party giving it and shall be served either personally or by registered mail addressed as follows:

TO THE STATE: NYS Division of Homeland Security & Emergency
Services
1220 Washington Avenue
Harriman State Office Building Campus;
Building 7A Albany, NY 12242

TO PERMITTEE: Oneida County Department of Aviation
660 Hangar Road, Suite 223
Rome, New York 13441

13. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. Venue for any action or claim made pursuant to this Agreement shall be the County of Albany.

14. The waiver or breach of any of the terms or conditions of this Permit by either party shall not be deemed a waiver of any subsequent breach thereof.

15. This Permit is issued subject to the terms and conditions in Attachment "C" attached hereto and hereby incorporated into and made a part hereof.

16. This Agreement (together with Attachments A, B and C) constitutes the entire agreement between the parties hereto and all previous communications, whether written or oral relating to the subject matter of this contract are hereby superseded.

IN WITNESS WHEREOF, the PERMITTEE has caused this instrument to be sealed and signed by PERMITTEE or its duly authorized agent/officer, and the STATE has caused this instrument to be executed by its duly authorized officer.

**NYS Division of Homeland Security &
Emergency Services**

County of Oneida

By: _____
John P. Melville

By: _____
Anthony J. Picente, Jr.

Commissioner
NYS Division of Homeland Security and
Emergency Services
SPTC Director of Operations

County Executive
County of Oneida
Utica, NY 13501
PERMITTEE/ or Authorized Designee

ATTACHMENT A

Oneida County

Name of PERMITTEE

PERMITTEE shall be provided with access, use and services (if applicable) to the premises described herein and located at the SPTC **beginning May 1, 2017** and **ending April 30, 2018** during normal business hours or at such other times as mutually agreed in writing between the parties and only for the following purposes:

PERMITTEE shall utilize the SPTC as an adjunct to the NY Unmanned Aircraft Systems (UAS) Test Site located at Griffiss International Airport which is operated by Oneida County through its Department of Aviation under the authority of the FAA and the Oneida County Executive. The PERMITTEE may conduct UAS testing, training, research and development of government owned or leased UAS, including counter drone technology. PERMITTEE, nor any of its agents, partners collaborators, or guests shall use, reference, or otherwise communicate, in any form, that it utilized the SPTC or is otherwise affiliated or endorsed by the STATE of NEW YORK, DHSES or the SPTC in advertising, marketing, or other promotion of its program, activities, equipment or UAS without the express written permission of the Commissioner of DHSES or his designee. UAS and drone technology demonstrations for public and/or private sector individuals/entities (including media) is strictly prohibited and includes advertising, marketing or promotion of UAS and/or drone technology without the express written permission of the DHSES Commissioner or his designee. PERMITTEE shall secure written agreements for the benefit of the STATE to ensure compliance with this paragraph from its agents, partners collaborators, or guests and such agreements shall be provided to the STATE upon request.

PERMITTEE shall conduct its access and use of the SPTC in accordance with this agreement and the Coordination Procedures for Unmanned Aircraft Systems (CPUAS) below.

COORDINATION PROCEDURES FOR UNMANNED AIRCRAFT SYSTEMS (UAS)

1. PURPOSE: To establish operational procedures for UAS operations within the geographical boundaries of the NY State Emergency Preparedness Center. This agreement is supplemental to the operational procedures of the NY State Emergency Preparedness Center and to be used in conjunction with the approved Griffiss UAS Test Site Federal Aviation Administration (FAA) Certificate of Waiver or Authorization (COA) for UAS operations or other future COAs which may be approved for operation at the SPTC.

2. SCOPE: This letter outlines the procedures to be used in the scheduling, operation and control of UAS air traffic operating within the SPTC. The procedures contained herein shall apply, unless prior written approval is received.

3. RESPONSIBILITIES: Oneida County Airport, Griffiss UAS Test Site is responsible for ensuring compliance with the procedures set forth in this agreement.

- a. Oneida County Airport / Griffiss Test Site, referred herein as the "Proponent" must conduct UAS Operations within the geographical boundaries of the SPTC and in such areas approved by the SPTC Director of Operations, and in accordance with applicable Federal, State, local laws, Code of Federal Regulations (CFRs), FAA Orders, COAs and SPTC procedures. If any regulations, policies, procedures or criteria become contradictory, the most conservative response will be followed.
- b. The Proponent shall ensure all personnel (including pilots, operators, observers) connected with the UAS operation read and comply with the contents of this agreement and its provisions.

4. PROCEDURES: Deviation from procedures contained herein is authorized during emergency situations and in other instances where prior coordination is accomplished which clearly defines responsibility and accountability.

All altitudes are above ground level unless otherwise indicated.

- a. The Proponent is responsible for ensuring all UAS operators are qualified and trained on local procedures, radio communications, safety rules, regulations and procedures, separation standards and airspace boundaries prior to conducting flight operations at the SPTC.
- b. UAS operations within the geographical boundaries of the SPTC will only be conducted in VFR conditions from the surface up to and including the maximum altitude permitted by the applicable UAS Test Site COA. SPTC staff or the Griffiss UAS Test Site staff may terminate or suspend any or all UAS operations if continued operations become detrimental to flight safety, Mission Commander or Pilot-in-Command task saturation, or violate the tenets of this agreement or interfere with SPTC operations.
- c. All UAS will remain within clear visual range of the pilot or certified observer in ready contact with the UAS pilot while operating in all UAS Operating Zones at the SPTC.
- d. UAS flight schedules will be coordinated and approved by the SPTC Director of Operations 15 days prior to the proposed test date (flight). Proponent shall notify the SPTC Director of Operations as soon as possible in the event of any cancellation of planned operations and after UAS operations have concluded.
- e. Pilots must not conduct concurrent or simultaneous UAS operations in the presence of manned aircraft within any designated UAS Operating Zone at the SPTC. Specific UAS Operating Zones will be used to segregate and deconflict manned and unmanned operations. All UAS operations will be coordinated with manned aircraft traffic patterns and operations at the SPTC.
- f. UAS pilots shall ensure that UAS will not exit the geographical boundaries of the SPTC.
- g. All UAS will ensure that lost link procedures will protect the SPTC environment and restrict the UAS from crossing the geographical boundaries of UAS Operating Zones. If a lost link incident occurs, pilots will immediately notify Griffiss Tower who will provide situational awareness to all manned traffic in the vicinity of the operation. All lost-link incidents will be reported in accordance with FAA COA policies and NUAIR/Oneida County Safety regulations.
- h. UAS pilots will notify the SPTC Director of Operations or his/her designee via radio or telephone 15 minutes prior to launch and 5 minutes prior to recovery for all operations at the SPTC. UAS Pilots will clearly identify the UAS Zone where the operation/flight will occur, altitude and estimated time of operation/flight.

5. PROTECTION OF THE NY STATE PREPAREDNESS TRAINING CENTER OPERATING ENVIRONMENT:

UAS Zones. UAS Zones are established to provide common reference, situational awareness and holding points for all SPTC personnel and UAS pilots. UAS operating zones are intended to establish a sterile environment for UAS testing and operations for smaller systems and vehicles and to provide a safe holding area for those operations. Unless otherwise indicated in a specific COA or directed by SPTC personnel, the maximum operating altitude in all Zones is 1,500 AGL. UAS operations over or near any occupied building or structure within a UAS operating zone is expressly prohibited.

(1) **Zone A:** This zone is the area encompassing the indoor city training area and the railroad track testing area. (See Figure 1.)

(2) **Zone B:** This zone is the area encompassing the approach end of the closed runway 27 to the intersection of runways 27 and 33. This area also encompasses the approach end of the closed runway 33 to the intersection of runways 33 and 27. (See Figure 1.)

(3) **Zone C:** This zone is the area encompassing the approach end of the closed runway 09 to the intersection of former runways 09 and 33. This area also encompasses the approach end safety area as indicated in Figure 2. (See Figure 1.)

(4) **Zone D:** This zone is the area encompassing the SPTC portion of closed runway 15/33. This

area includes the Urban Search and Rescue Simulator (USAR) (rubble pile) disaster test area which includes an elevator shaft. (See Figure 1.)

(5) **Zone E:** This zone is the area encompasses a wooded triangle shape formed by the western boundary of the SPTC property and runways 15/33 and 09/27 as indicated in figure 2. (See Figure 1.)

(6) **Zone F:** This zone is the area encompassing the approach end of the closed runway 15 to the northwestern boundary of Zone D. This Zone also encompasses the northwestern section of closed taxiway A, E and D. (See Figure 1.)

(7) **Zone G:** This zone is the area encompasses a wooded area to the extreme northwest corner of the center. This area includes simulates housing areas in remote location. (See Figure1.)

(8) **Zone H:** This zone is the area encompasses an area to the South side of closed runway 09/27. The area includes wooded and clear areas. (See Figure 1.)

(9) **Cross Zone Operations:** Cross Zone operations are allowed if the operator has an approved COA that directs these operations or if the operator has a COA that does not specify a zone but allows operations at the SPTC and such operations are approved by the SPTC Director of Operations. In this case, cross zone operations will be thoroughly coordinated and briefed to all participating SPTC and Test Site personnel.

(10) **UAS Operating Zone Holding Areas:** When concurrent or simultaneous manned and unmanned aircraft operations are conducted at the SPTC, one or more UAS Operating Zones will be designated for exclusive UAS use. Such UAS Operating Zones(s) will be designated as UAS holding areas to allow for operation of manned aircraft in segregated SPTC airspace and traffic patterns. When manned aircraft are operating at the SPTC, UAS pilots will proceed immediately to a UAS Operating Zone or Zones designated for holding and remain there until the manned aircraft are clear of SPTC airspace.

6. EMERGENCY OPERATIONS: All emergencies shall be handled in accordance with the UAS system flight manuals, SPTC procedures and as required by FAA JO 7110.65. The UAS pilot shall be responsible for the handling of all actual emergency procedures. The following conditions are considered emergencies but may NOT require emergency support services. The UAS pilot or designated crew member will advise tower of a need for emergency support.

a. Loss of Link. Lost-link procedures are outlined in the UAS Standard Operating Procedures (SOP). When data link between the ground control station and the UAS is lost, the UAS pilot will immediately inform Griffiss Tower and inform them of the programmed route of flight, and lost link orbit point to be used. Notify Test Site and SPTC personnel as soon as possible. During lost link recovery, the UAS will proceed to a designated orbit point.

b. Flight control malfunctions. Any UAS experiencing a flight control malfunction will be recovered as soon as possible. In the event of a malfunction, UAS pilots will take direct (manual) control of the aircraft and return it to the most appropriate landing site immediately. In the event of a severe malfunction the operator will exercise the option to immediately terminate the flight at present position. The UAS pilot will notify Test Site and SPTC personnel as soon as possible of the nature of the emergency and any other pertinent information.

c. Lost Communications Procedures. Each UAS pilot and observer will carry a hand-held radio and cell phone as a back-up means of communication. Cell phones will be used only as an **alternate** means of communications.

8. Future Operations: In the event FAA regulations change concerning UAS operations, either party may request a review of these procedures.



Figure 1. UAS Operating Area Zones

ATTACHMENT C

**New York State Div. of Homeland Security and Emergency Services
Revocable Permit for Access and Use
State Preparedness Training Center**

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. **WORKERS' COMPENSATION BENEFITS**. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS**. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or

supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project

is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue

New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by

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

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

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

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

Exhibit A

AGENCY CUSTOMER ID: COUON

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY OneGroup NY, Inc.		NAMED INSURED County of Oneida	
POLICY NUMBER		c/o Commissioner of Finance	
CARRIER	NAIC CODE	800 Park Avenue	
		Utica NY 13501	
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COVERAGE APPLIES PER FORM:

PKGLI0040 2006- Blanket Additional Insured Endorsement

U.S. SPECIALTY INSURANCE COMPANY

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 A.M.	NOON		
CPKG80720123	1	1	2016	x		COUNTY OF ONEIDA	99900

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM - PUBLIC ENTITY

Additional Premium: Included

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required to add as an additional insured to this policy under a written contract, agreement or permit:
1. Currently in effect or which will become effective during the term of the policy; and
 2. Executed prior to the "occurrence" which results in "bodily injury" or "property damage" under Coverage A, or the offense which results in "personal and advertising injury" under Coverage B.
- B. The insurance provided to this additional insured is limited as follows:**
1. That person or organization is an additional insured only with respect to liability arising out of:
 - a. Premises you own, rent, lease or occupy; or
 - b. Your ongoing operations performed for that additional insured as specified in the written contract, agreement or permit.
 2. The limits of insurance applicable to the additional insured are those specified in the contract, agreement, permit or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
3. Coverage is not provided for "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of the additional insured.
- C. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services including:**
1. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.
- D. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.**
- When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



AUTHORIZED REPRESENTATIVE

03/11/2015
DATE



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ Fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

May 5, 2017

FN 20 17-182

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

The contract for Claims Administration with Gustave W. Boucher d/b/a LG Boucher is set to expire on June 30, 2017. Enclosed is the proposed agreement to continue Mr. Boucher's services to coordinate Claims Administration for Oneida County. The term of the agreement is July 1, 2017 thru December 31, 2020.

If the enclosed meets with your approval, it is respectfully requested that you forward it to the Board of Legislators. Should you have any questions or concerns, or should you require any additional information, please do not hesitate to contact me.

Sincerely,

Amanda Lynn Cortese
Special Assistant County Attorney

Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 5-5-17

CLAIMS ADMINISTRATION AGREEMENT

THIS AGREEMENT made the ___ day of June, 2017, by and between COUNTY OF ONEIDA, a New York municipal corporation with offices at the County Office Building, 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County") and GUSTAVE W. BOUCHER d/b/a L.G. Boucher, P.O. Box 570, Galway, New York, 12074 (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County desires to arrange for risk and insurance administration services in accordance with the terms set forth below; and

WHEREAS, the Contractor possesses the requisite skill, experience, licenses and certifications to provide such services as are set forth in said terms;

NOW THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The term of this Agreement shall commence on July 1, 2017 and shall end on December 31, 2020.
2. This Agreement may be terminated upon sixty (60) days written notice of termination by either party. At such time as either party may elect to terminate the Agreement, all files, documents, reports and other papers related to the tort claims handled by the Contractor under the terms of this Agreement shall be returned to the County along with a final report from the Contractor as to the then current status of each file. At such time as either party may elect to terminate this Agreement, the payments to the Contractor shall be pro-rated as of and to the date of termination.
3. The Contractor shall maintain all necessary licenses and certifications accrediting the Contractor for the work required under the terms of this Agreement, and shall provide proof of the same to the County.
4. The County shall pay to the Contractor the sum of Sixty Thousand Dollars and 0/100 (\$60,000.00) per year for the services provided by the Contractor under the terms of this Agreement. Contractor shall be paid in equal monthly installments totaling Five Thousand and 00/100 Dollars (\$5,000.00) upon presentation to the Oneida County Comptroller of properly completed vouchers.
5. The County shall:
 - a. Report all claims made against the County to the Contractor;

b. Advise the Contractor of the name and contact information of Counsel assigned or retained by the County to represent the County in any proceedings related to the subject claims.

6. The Contractor shall provide the following claims administration and adjustment services to the County:

- a. File all necessary reports on behalf of the County with the County's insurance carrier(s);
- b. Contact the County and the Claimant(s), or Claimant(s)'s attorney in the event they have retained counsel, within a reasonable period of time from the time the loss is reported to the Contractor to establish the facts necessary to handle the loss;
- c. Monitor and document the status of all County claims so as to be able to provide the County with a current status report upon request;
- d. Investigate all property damage claims made against the County and obtain appraisals where necessary to establish liability and damage issues;
- e. Maintain loss and expense reserves that realistically reflect the case exposure;
- f. Provide the following quarterly reports, and more frequently as deemed necessary by the County, in electronic format: (i) written reviews and reports on all claims to the County or any required or designated agencies of the County, and (ii) detailed and cumulative analysis reports indicating cumulative claims and loss and expense payment;
- g. Provide any necessary administrative and clerical work in connection with the management and tracking the claims;
- h. Vigorously pursue any subrogation and loss recoveries;
- i. Establish and maintain individual files for each claim against the County, with unique file numbers assigned, which files shall be the sole and exclusive property of the County;
- j. Make recommendations regarding payment/adjustment of claims or settlement of claims, losses and other loss adjustment expenses related to claims;
- k. Retain and store any and all closed claims files for a period of one (1) year, after which such files shall be transferred to the custody of the designated record keeper for the County;
- l. Maintain a database of information related to County claims which may be readily accessed for information and a status report as needed by the County Attorney and counsel handling specific claims;

- m. Meet with the County Attorney on reasonable notice and at reasonable times and locations to permit the County Attorney to inspect or audit any and all files controlled or supervised by the Contractor under this Agreement;
- n. Confer with designated staff in the County Attorney's office on all claims and on the claims adjustment process;
- o. Work with designated staff in the County Attorney's office on knowledge transfer and a process for transition of the functions performed by Contractor, such that the County will be able to fully assume these functions in-house upon conclusion of this Agreement.

7. The Contractor agrees to the following Claim Service Standards:

- a. The Contractor shall permit the County's insurance carrier(s) or their agent(s) to review any and all claims at any time;
- b. The County's insurance carrier(s) may assume total case management responsibility of any claims that may create exposure to the insurance carrier.
- c. The Contractor shall immediately report and continue to report on the following types of claims to the County's insurance carrier(s):
 - i. Each claim or series of claims where the combined loss and expense is expected to be fifty percent (50%) or more of the Self Insured Retention (SIR), regardless of liability;
 - ii. Any and all claims involving loss of sight, loss of hearing or any other sensory loss;
 - iii. Any and all claims involving death;
 - iv. Any and all claims involving head injuries involving brain damage or psychological overlay;
 - v. Any and all claims involving quadriplegia, paraplegia and/or paralysis;
 - vi. Any and all claims involving amputation of a major body member of an adult;
 - vii. Any and all claims involving amputation of any body member of a minor;
 - viii. Any and all claims involving serious burn injuries;
 - ix. Any and all claims involving environmental claims involving contamination, pollution, toxic chemicals, radiation and/or asbestos;
 - x. Any and all claims involving rape, sexual molestation and/or serious physical assault;

- xi. Any and all class action claims;
- xii. Any and all claims involving substantial disfigurement or serious permanency, especially cases involving minors;
- xiii. Any and all claims involving a bankrupt insured;
- xiv. Any and all claims alleging a civil rights violation;
- xv. Any other claim the Contractor would like to have reviewed.

d. The Contractor shall enter the following minimum required data into their claims handling system:

- i. Unique claim number;
- ii. Name(s) of Claimant(s);
- iii. Date and time of loss;
- iv. Loss and expense reserves;
- v. Date the claim was reported to the Contractor by the County;
- vi. Brief description of the claim;
- vii. SIR limit;
- viii. Loss and expense payments;
- ix. Reserve changes;
- x. Subrogation and/or salvage recoveries;
- xi. Closing dates;
- xii. Excess reporting or not;
- xiii. **NOTE:** This data must be displayed on quarterly reports, copies of which must be sent within thirty (30) days after the calendar close of each quarter to the Claims Department of the County's insurance Broker, with a copy to the County.

e. The Contractor shall provide case management activity on all claims within the SIR except those that the County's insurance carrier(s) elect, at their sole discretion, to handle directly. No payments are to be made by the Contractor or the County in excess of any SIR.

f. The Contractor must immediately notify the County's insurance carrier(s) when it appears that a loss may exceed the SIR, to permit the County's insurance carrier(s) to (i) decide whether to become involved in the claim investigation and/or take full responsibility for it, and (ii) provide the County's insurance carrier(s) sufficient documentation and time to participate in settlement conferences and/or trials if it is possible that the County's insurance carrier(s)' coverage will be exposed.

8. INSURANCE REQUIREMENTS AND INDEMNIFICATION:

a. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

i. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

1. Coverage for review of cases and resulting Professional assessment.

b. **Waiver of Subrogation:** The Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Professional Liability insurance maintained per requirements stated above.

c. **Certificates of Insurance:** Prior to the start of any work the Contractor shall provide a certificate of insurance to Oneida County. The certificate and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.

d. **Indemnification:** The Contractor agrees that it shall defend, indemnify and hold harmless 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 negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this agreement.

9. INDEPENDENT CONTRACTOR STATUS:

a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the

County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the County by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

b. The Contractor warrants and represents that he is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

c. The Contractor acknowledges and agrees that the Contractor is not eligible for any County employee benefits, including retirement membership credits.

d. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's self-employment, sole proprietorship or other form of business organization. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA).

e. The Contractor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

f. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

g. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

10. Contractor is solely responsible for paying all of his business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

11. The Contractor may verbally represent to prospective clients that the County is its customer and may list the County as its customer on customer lists provided to prospective clients. Except as provided herein, the Contractor shall not display the County's name in any manner, including, without limitation, for the purpose of promotion, development or acquisition of new business for the Contractor.

12. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

13. This Agreement, comprised of the above written terms, shall constitute the entire understanding between the County and the Contractor. This Agreement may only be modified by a writing signed by the parties.

14. This Agreement shall be governed by the laws of the State of New York.

15. All suits arising out of or related to this Agreement shall be filed in a court of competent jurisdiction in Oneida County, New York.

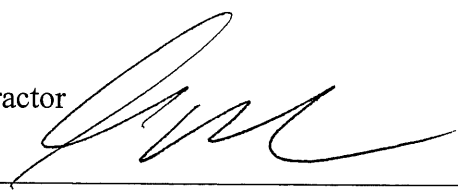
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IN WITNESS WHEREOF the County and the Contractor have signed this Agreement on the day and year first above written.

County of Oneida County

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

Contractor

By:  _____
Gustave W. Boucher
d/b/a L.G. Boucher

Approved

Approved
ONEIDA COUNTY ATTORNEY
By: 



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
(315) 798-5910 ♦ Fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

April 17, 2017

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

FN 20 17-183

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

Anthony J. Picente, Jr.
County Executive
WAYS & MEANS
Date 4/24/17

Re: Lease Agreement – Murnane Field Facility

Dear County Executive Picente:

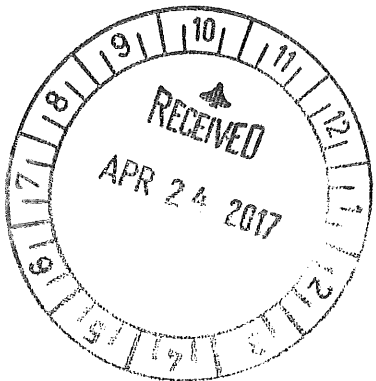
Please find enclosed a lease agreement between the County of Oneida and Oneida County Sports Facility Authority, for the lease of the Murnane Field Facility in Utica, New York.

The term of this lease will commence on January 1, 2017 and end on December 31, 2021. The amount of the lease is \$1.00 per year.

If the enclosed meets with your approval, kindly forward to the Board of Legislators. Should you have any questions or concerns, or should you require additional information, please do not hesitate to contact me.

Sincerely,

Amanda Lynn Cortese
Special Assistant County Attorney



Enclosures

Oneida Co. Department: County Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Oneida County Sports Facility Authority
800 Park Avenue
Utica, New York 13501

Title of Activity or Service: Lease of Murnane Field

Proposed Dates of Operation: January 1, 2017 – December 31, 2021

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Lease of Murnane Field Facility, including stadium and surrounding lands located in the City of Utica, New York.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$1.00

Account # A7220.495

Oneida County Dept. Funding Recommendation: \$1.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

LEASE AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____, 2017, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as "Lessor," and the ONEIDA COUNTY SPORTS FACILITY AUTHORITY, organized and existing under the Public Authorities Law of the State of New York, with offices located at 800 Park Avenue, 10th Floor, Utica, New York 13501, hereinafter referred to as "Lessee."

WITNESSETH

Lessor and Lessee mutually covenant and agree as follows:

1. The Lessor does lease and demise to the Lessee and the Lessee hereby hire and take as a tenant the premises known and designated as the Murnane Field Facility (the "Facility"), which includes the stadium and the surrounding lands located in the City of Utica, New York. Such facility shall be used and occupied by the Lessee for the purposes set forth in Section 2052-d of the Public Authorities Law and the provisions contained in a deed dated May 29, 1990, running from the Utica City School District to the County of Oneida, recorded in the Oneida County Clerks Office in Book of Deeds 2529 at page 229.
2. The term of this Lease Agreement shall commence on January 1, 2017 and end on December 31, 2021 at an agreed annual rent of ONE DOLLAR and 0/100 (\$1.00), the receipt of which is hereby acknowledged.
3. Lessor shall provide the Lessee with maintenance of the facility during the term of this lease agreement and the Lessor shall continue to provide the necessary general premises liability and fire insurance coverage as is in existence at the commencement of the term herein.
4. In the event that the premises shall be destroyed or so injured or damaged by casualty or fire during the term of this agreement, whereby the same shall be rendered untenable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety (90) days of notice of such injury or damage. If the said premises are not rendered tenantable within the ninety (90) day time period, it shall be the option of either party to cancel this lease by notifying the other party in writing at least fifteen (15) days prior to the actual cancellation date.
5. All personal property placed or moved onto the facility premises by the Lessee shall be done so at the Lessee's risk and the Lessor shall not be liable for any damage to said personal property of the Lessee arising from any act of negligence or wrongful conduct of the Lessee, or any co-tenant, employees, agent, contractor, occupant or invitee of the Lessee, unless such damage to personal property shall be caused by or

arise from the negligence or wrongful conduct of the Lessor, its agents, contractors or employees.

6. The Lessee agrees that at the end of the term hereof, Lessee shall surrender the facility premises to the Lessor in as good condition as presently exists, reasonable wear and tear accepted.
7. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between the Lessor and Lessee other than as herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this lease agreement shall be binding unless it is in writing and signed by both parties.
8. This lease agreement shall be construed under the laws of the State of New York.
9. It is mutually understood and agreed that the covenants and conditions contained in this lease agreement shall be binding upon the parties hereto and upon their respective successors and assigns.
10. The Lessee may not assign, transfer or sublet this lease agreement without the express written permission of the Lessor.
11. This lease is contingent upon the approval of the Oneida County Board of Legislators.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease Agreement on the day and year first written above.

County of Oneida

Oneida County Sports
Facility Authority

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

By: _____
Joseph Johnson
Chairman

Approved

Amanda Lynn Cortese
Special Assistant County Attorney

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424
Phone: (315) 793-6213 w Fax: (315) 768-6299

April 19, 2017

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

FN 20 17-184

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

PUBLIC WORKS

Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 4/25/17

Dear County Executive Picente,

On January 1, 2017, the Department of Public Works assumed responsibility for maintenance of all County owned law enforcement buildings. The intent is to provide more effective and comprehensive maintenance services.

Improved janitorial cleaning services at the Law Enforcement Building are required. In addition, janitorial cleaning services must be provided at the new Sheriff's storage facility in Westmoreland and at the Child Advocacy Center in Utica. Oneida County currently contracts with the New York State Industries for the Disabled (NYSID) for janitorial cleaning services. Labor and materials are provided by Human Technology Corporation, a NYSID approved preferred source vendor.

NYSID has submitted proposals to provide janitorial cleaning services at the above mentioned locations. A fee summary follows.

Law Enforcement Building 6065 Judd Road, Oriskany	\$5,744.53/month x 8 months = \$45,956.24
Child Advocacy Center 930 York Street, Utica	\$1,226.08/month x 8 months = \$9,808.64
Sheriff's Storage Facility 4681 St. Rt. 233, Westmoreland	\$717.37/month x 8 months = \$5,738.96
Total Fee for 8 Months (May-December)	\$61,503.84

I request a fund transfer in the amount of \$62,000.00 from A1620.414 to A1620.4951 to fund the above described services. Sufficient funds are available in A1620.414 due to revenue from solar development projects and lower than estimated utility costs.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner



cc: Mark E. Laramie, PE, Deputy Commissioner

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road, Oriskany, New York 13424
Phone: (315) 793-6219 Fax: (315) 768-6299

April 3, 2017

FN 20 17-185

PUBLIC WORKS

WAYS & MEANS

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

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

Anthony J. Picente, Jr.
County Executive

Date 5-1-17

Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and the involved Various Cities, Towns and Villages for road striping for the 2017 season.

Attached is the template agreement between Oneida County and the various Towns, Villages and Cities. The terms found in this document will become the template for all other agreements for Road Striping for the 2017 season. The County purchases the materials and is reimbursed by the various municipalities.

I respectfully request that the Public Works and Ways and Means Committees consider this agreement, with presentation to the Board of Legislators at their next regular scheduled meeting.

Sincerely,

Dennis S. Davis
Commissioner
Department of Public Works

DSD/mp

cc: County Attorney
Highways, Bridges & Structures

Oneida Co. Department: Public Works – Highways & Bridges

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Various Municipalities

Title of Activity or Service: Striping of various roads for Towns, Villages and Cities within Oneida County.

- Contract to be used as the master template for all road striping contracts for 2017

Proposed Dates of Operation: May 1, 2017 – Nov 1, 2017

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

Painting centerline stripes and edge lines per Exhibit A provided from respective municipality.

2) Program/Service Objectives and Outcomes:

Revenue for the County based on roads listed in Exhibit A from respective municipality.

3) Program Design and Staffing: N/A

Total Funding Requested: \$ TBD

Account # D1710

Oneida County Dept. Funding Recommendation: \$TBD

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

PAVEMENT MARKING AGREEMENT 2017

THIS AGREEMENT, by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Ave., Utica, New York 13501, hereinafter referred to as the "County," and the Town of _____, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as "Town," collectively, the "Parties."

WITNESSETH:

WHEREAS, the County proposes to perform pavement marking on the improved Town road system located within the geographical boundaries of Town; and

~~WHEREAS, the Town Board of the Town has adopted a resolution authorizing the Town to enter into this Agreement and thereby accepting the proposal of the County; and~~

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

1. TERM OF AGREEMENT

1.1. The term of this Agreement shall be from May 1, 2017, to November 1, 2017.

1.2. Nothing herein shall be construed to indicate that the County is bound to renew this Agreement with the Town on an annual basis.

2. SCOPE OF WORK

2.1. The Work shall consist of furnishing and placing/painting white and/or yellow reflectorized paint on pavement including the center and edge lines in locations identified herein. Said Work shall be performed on the improved Town road system, hereinafter referred to as the "Roads," as described in attached **EXHIBIT A**.

2.2. The number of center miles to be marked under this Agreement per **EXHIBIT A** is XXX miles. The number of edge line miles to be striped under this Agreement per **EXHIBIT A** is XXX miles.

2.3. The County shall furnish all machinery, materials, supervision and labor necessary to perform the Work.

2.4. The Town shall be responsible for identifying the Roads including, but not limited to, center lines and edge lines, and determining the mileage of Town Roads under this Agreement.

2.5. All cleanup and disposal of solvents, and residue, left behind from the Work shall be the responsibility of the County and shall be performed in accordance with all applicable federal, state and local requirements.

2.6. All thermo and glass beads shall be selected from the New York State Department of Transportation pre-approved list specifying manufacture and item number.

2.7. Pavement markings shall be applied evenly with a uniform application, present a uniform appearance, exhibit good workmanship and be clearly visible at all times. All pavement markings shall be 90 mils thick with a tolerance of +/-5 mil. The lines shall lie flat with equal thickness across the width of the line. Beads shall be applied to the surface of the liquid markings by a bead dispenser attached to the paint applicator so that glass beads dispense simultaneously.

2.8. The County shall be responsible for the proper preparation of the pavement surface prior to marking by removing dust, dirt, loose particles and other foreign matter immediately before installing pavement marking. The pavement surface shall be dry at the time of installation. Marking material shall not be applied within forty-eight (48) hours of rain or other inclement weather unless authorized by the Traffic Engineer. Pavement surface temperature shall not be less than 50 degrees F at the time of paint application.

3. PERFORMANCE OF WORK

3.1. In performing under this Agreement, all applicable governmental laws, regulations, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all Parties.

3.2. The County shall, at its own cost and expense, furnish all the materials, equipment, machinery, tools, superintendence, labor, insurance and other accessories necessary to perform said Work in accordance with the conditions and prices herein and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable Federal and State safety standards.

3.3. The County shall take all necessary precautions for the safety of employees on the Work site and shall comply with all applicable provisions of Federal, State and Local regulations, ordinances and codes. The County shall erect and properly maintain at all time, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.

3.4. The County may, at County's own expense, employ or engage the services of such employees, subcontractors and/or partners as County deems necessary to perform the Work. The employees, subcontractors and/or partners are not and shall not be employees of the Town, and the Town shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits.

4. PAYMENT

4.1. The Town agrees to reimburse the County for all labor, materials, machinery, and equipment used by the County to perform the Work.

4.2. The cost per mile for the center line, consisting of two four inch lines shall be Six Hundred and Five Dollars and Fifty Cents (\$605.50).

4.3. The cost per mile for the edge line (for both sides of the road, consisting of two six inch lines) shall be Six Hundred and Sixty One Dollars (\$661.00).

4.4. The Parties agree that the base amount under this Agreement shall be \$_____.

4.5. Any additional pavement marking requested by the Town shall be at the same rates. The Town shall submit in writing its request for additional pavement marking.

5. INDEMNIFICATION

5.1. The County agrees that it shall defend, indemnify and hold harmless the Town from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the County and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the County or failure on the part of the County to comply with any of the covenants, terms or conditions of this Agreement.

5.2. The County shall NOT be required to defend, indemnify and/or hold harmless the Town against claims alleging negligent acts of commission or omission attributable to the Town, including claims alleging negligent identification of the Roads by the Town including but not limited to information contained in **EXHIBIT A**, or claims alleging negligent design and/or signing of the Roads.

6. INSURANCE REQUIREMENTS

6.1. The County agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.

7. INDEPENDENT CONTRACTOR STATUS

7.1. It is expressly agreed that the relationship of the County and its employees, subcontractors and/or partners to the Town shall be that of Independent Contractors. The County and its employees, subcontractors and/or partners, in accordance with their status Independent Contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Town by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town.

8. TERMINATION

8.1. The County or Town shall have the right, in its sole discretion, at any time to terminate this Agreement, with or without cause, by giving thirty (30) days written notice of termination to the other Party. This provision should not be understood as waiving the Town's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.

8.2. Any termination by the County under this section shall in no event constitute or be deemed a breach of the Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost profits or any other damages.

9. SUCCESSORS AND ASSIGNS

9.1. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

10. SEVERABILITY

10.1. 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.

11. ENTIRE AGREEMENT

11.1. This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

11.2. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

12. INCORPORATION BY REFERENCE

12.1. All exhibits, and attachments to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

13. NON WAIVER

13.1. 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.

14. INTERPRETATION

14.1. A provision of this Agreement which requires a Party to perform an act shall, if required, be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required be construed as to prohibit the Party from permitting others within its control to perform the act.

14.2. Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.

14.3. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.

14.4. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar term, as used in this Agreement, refer to this Agreement.

15. SECTIONAL HEADINGS

15.1. The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

16. AUTHORITY TO ACT/SIGN

16.1. The Town hereby represents, warrants, personally guarantees and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town to enter into this Agreement, or to consummate the transactions contemplated herein.

17. ADVICE OF COUNSEL

17.1. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF DEERFIELD

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

By: _____

Dennis S. Davis, Commissioner
Oneida County DPW

Date: _____

APPROVED

By: _____

Merima Smajic
Assistant Oneida County Attorney

Date: _____

By: _____

Print name:
Town Supervisor

Date: _____

By: _____

Print name:
Highway Superintendent

Date: _____

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner



DIVISIONS:
Buildings & Grounds
Engineering
Highways, Bridges & Structures
Reforestation

Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299


April 24, 2017

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

FN 20 17-186

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

PUBLIC WORKS


Anthony J. Picente, Jr.
County Executive

Date 5-2-17

Dear County Executive Picente, **WAYS & MEANS**

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Oneida County, the Town of Whitestown, and the Town of Remsen have been awarded the following grants through this program.

Oneida County

PIN 2754.35: Hawkinsville Rd./Black River (BIN 3310460)
Budget: \$630,000 (\$585,500 federal/\$31,500 Local)
Scope: Bridge Deck Replacement

PIN 2754.36: Woodhull Rd./Woodhull Ck (BIN 3310660)
Budget: \$470,000 (\$446,500 federal/\$23,500 local)
Scope: Bridge Deck Replacement

Town of Whitestown

PIN 2754.34: Utica St./Oriskany Ck (BIN 2206300)
Budget: \$1,400,000 (\$1,330,000 federal/\$70,000 local)
Scope: Bridge Deck Replacement

Town of Remsen

PIN 2754.33, Roberts Rd./Little Black Ck (BIN 2205940)
Budget: \$548,063.00 (\$520,660 federal/\$27,403 local)
Scope: Superstructure Replacement

A very aggressive bidding and construction schedule has been established. Projects must be successfully bid and awarded no later than 18 months after executing a State/Federal aid agreement. NYSDOT will process all projects utilizing Locally Administered Federal Aid Project (LAFAP) requirements. These requirements are complicated and very time

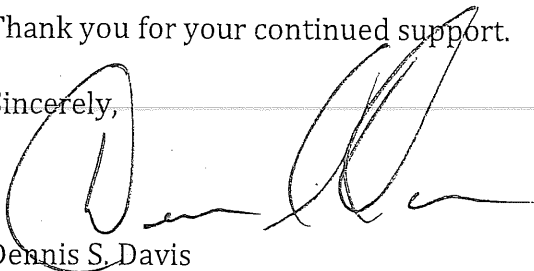
consuming. Municipalities that do not have experience with LAFAP requirements would have significant difficulty with compliance and schedule, risking the loss of federal aid.

Therefore, Oneida County has offered assistance to the Town of Whitestown and the Town of Remsen. NYSDOT would designate Oneida County as Project Sponsor and Oneida County could then coordinate design, construction inspection, and construction contracts/services. Oneida County would execute State/Federal aid agreements and finance project expenses. Oneida County would be reimbursed 100% of all project expenses via 95% federal aid and a 5% local match from the respective Town.

The enclosed inter-municipal agreement between Oneida County and the Town of Remsen formalizes the above described proposal. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis S. Davis". The signature is written in a cursive style with a large initial "D" and "S".

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

Oneida Co. Department: Public Works

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New York State Department of Transportation
50 Wolf Road
Albany, NY 12232

Title of Activity or Service: Local Project Agreement

Proposed Dates of Operation: Start on Execution – 18 Months

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Oneida County, the Town of Whitestown and the Town of Remsen have been awarded grants through this program.

A very aggressive bidding and construction schedule has been established. Projects must be successfully bid and awarded no later than 18 months after executing a State/federal aid agreement. NYSDOT will process all projects utilizing Locally Administered Federal Aid Project (LAFAP) requirements. These requirements are complicated and very time consuming. Municipalities that do not have experience with LAFAP requirements would have significant difficulty with compliance and schedule, risking the loss of federal aid.

Therefore, Oneida County has offered assistance to the Town of Remsen. NYSDOT would designate Oneida County as Project Sponsor and Oneida County could then coordinate design, construction inspection, and construction contracts/services. Oneida County would execute State/federal aid agreements and finance project expenses. Oneida County would be reimbursed 100% of all project expenses via 95% federal aid and a 5% local match from the Town. The Town of Remsen has agreed to execute an inter-municipal agreement with Oneida County that will obligate the Town of Remsen to reimburse Oneida County 100% of the required local match. This agreement will be forwarded separately for approval.

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

3) Program Design and Staffing: N/A

Total Funding Requested:	\$71,000.00	Account #	H-298
Oneida County Dept. Funding Recommendation:	\$71,000.00		
Proposed Funding Sources (Federal \$/ State \$/County \$):		\$67,450.00 (Federal)	
		\$3,550.00 (Town)	

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

TOWN OF REMSEN
10540 Academy Lane, P.O. Box 308
Remsen, N.Y. 13438

Supervisor, Roger Helmer
Councilman, Duane Jones
Councilman, Robert Wilcox
Councilperson, Donna Hamilton
Councilman, Thomas Murphy
Attorney, Tod Lascurettes

Town Clerk, Kristy Allen
Hwy. Supt., Richard Roberts
Assessor, Tonya Brown
Codes Officer, Adrian Grenier
Justice, Bobbi Jo Kahl

ONEIDA COUNTY DPW
APR 17 2017
COMMISSIONER'S OFFICE

4/13/17

Dennis S. Davis
Commissioner, Oneida County DPW
5999 Judd Road
Oriskany, NY 13424

RE: PIN 2754.33 (D035574)
BRIDGE NY 2016: Roberts Rd. over Little Black Creek
(BIN 2205940) Bridge Superstructure Replacement
Town of Remsen, Oneida County

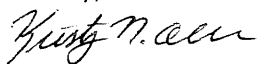
Mr. Davis,

Enclosed please find two signed copies of the inter-municipal agreement designating project sponsor responsibilities to Oneida County and assigning 100% of the local match responsibilities to the Town of Remsen.

The Town Board passed Resolution #17-17 on Wednesday, April 12, 2017 to authorize Supervisor Roger Helmer to sign the inter-municipal agreement with Oneida County and delegate the responsibility of consultant selection for the Roberts Road bridge project over Little Black Creek to Oneida County.

If any further action is required by the Town of Remsen, please contact Supervisor Helmer at (315) 831-5558 or Superintendent Roberts at (315) 831-8641. Thank you.

Sincerely,


Kristy Allen
Remsen Town Clerk

AGREEMENT

THIS AGREEMENT, made by and between the TOWN OF REMSEN, a municipal corporation organized and existing under the laws of the State of New York with offices located at 10540 Academy Lane, Remsen, NY 13438, hereinafter referred to as "Town," and the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "County," collectively the "Parties."

WITNESSETH

WHEREAS, for the benefit of the travelling public, the Town proposes to rehabilitate the Roberts Road Bridge over Little Black Creek, located in the Town of Remsen, Oneida County hereinafter referred to as "the Project;" and

WHEREAS, on behalf of the Town, the County has applied to the New York State Department of Transportation for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number (hereinafter "PIN") 2754.33, Roberts Rd./Little Black Ck. (BIN 2205940) by the New York State Department of Transportation; and

WHEREAS, the New York State Department of Transportation has committed to providing 95% reimbursement of eligible project expenditures, up to a maximum amount payable of \$520,660.00, in the form of Federal Aid; and

WHEREAS, the County wishes to reach an Agreement with the Town for the provision of financing all of the Project expenditures;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

1. SCOPE OF AGREEMENT

1.1. The County shall complete all necessary applications and execute all necessary documents to act as the Project Sponsor for the Project, through the New York State Department of Transportation (hereinafter "NYSDOT").

1.2. Upon approval of any necessary agreements with NYSDOT, the County shall act as the Project Sponsor for the Project.

1.3. The County's duties as Project Sponsor, including design, construction inspection and construction contracts/services, shall be set forth in a subsequent agreement between the County and the NYSDOT.

1.4. Upon designation of the County as Project Sponsor by NYSDOT, the Town and County shall co-sign all agreements required for the design, construction and inspection of the Project.

1.5. Contingent upon the NYSDOT's approval of the County becoming the Project Sponsor, the Town and County agree to the following payment structure and terms described herein.

1.5.1. The Town acknowledges and agrees that the County is acting as Project Sponsor only and is not responsible for any of the costs associated with this Project.

1.5.2. The Project cost estimate, prepared by the Town of Remsen, totals Five Hundred Forty Eight Thousand and Sixty Three Dollars (\$548,063.00).

1.5.3. The federal government, acting through the NYSDOT, has committed to providing 95% reimbursement of eligible Project expenditures, up to a maximum amount payable of Five Hundred Twenty Thousand Six Hundred and Sixty Dollars (\$520,660.00), as expenditures are made, with a 5% local match.

1.5.4. The Town shall be responsible for funding 100% of the non-federal share of the total Project cost. In the interest of advancing the Project, the County shall finance 100% of Project expenditures.

1.5.5. The County shall complete all necessary documents to receive reimbursement through NYSDOT for the federal share of expenditures as they are made for the Project.

1.5.6. The County shall provide proof of federal reimbursement to the Town, and the Town shall reimburse the County for any and all expenditures by the County that are not reimbursed with federal funds as such expenditures are made.

2. GUARANTEE OF PAYMENT

2.1 The Town expressly and unconditionally guarantees that it shall pay any and all amounts and/or costs incurred by the County arising out of or in connection with the Project that are not paid or provided by the NYSDOT.

2.2 Such obligation shall not be limited to the anticipated costs of the Project or to the anticipated percentages of reimbursement noted herein.

3. SUCCESSORS AND ASSIGNS

3.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

4. SEVERABILITY

4.1 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.

5. NON WAIVER

5.1 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.

6. ENTIRE AGREEMENT

6.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

6.2 Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

7. INCORPORATION BY REFERENCE

7.1 All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

7.2 The Oneida County Standard Addendum, attached to the Contract Documents, is deemed incorporated in this Agreement as **EXHIBIT "A."**

8. AUTHORITY TO ACT/SIGN

8.1 The Town hereby represents, warrants, personally guarantees and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Town. No other action on the part of the Town or any other person or entity, are necessary to authorize the Town to enter into this Agreement, or to consummate the transactions contemplated herein.

9. ADVICE OF COUNSEL

9.1 Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

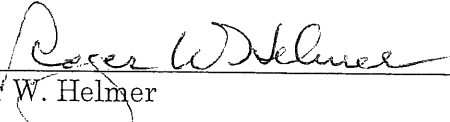
Oneida County

Town of Remsen

By:

Anthony J. Picente, Jr.
Oneida County Executive

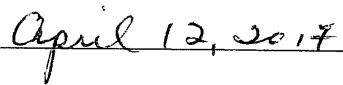
By:



Roger W. Helmer
Town Supervisor

Date:

Date:



Approved

By:

Merima Smajic
Assistant County Attorney

Date:

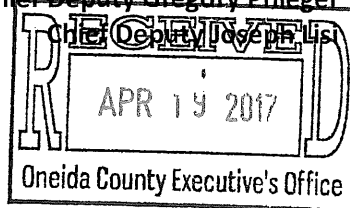
Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger



Sheriff Robert M. Maciol

April 18, 2017

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

FN 20 17-187 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

PUBLIC SAFETY

Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 4/24/17

Dear County Executive Picente:

The Sheriff's Office has received an insurance claim check from the Cool Insurance Company in the amount of \$3,335.28. These funds are earmarked for the purpose of repairing the Sheriff's 2016 Ford Taurus involved in an accident on March 18, 2017. I would like to request a 2017 Supplemental Appropriation of Funds of \$3,335.28 to be used for this purpose. No county funds will be utilized.

I respectfully request your Board approval for the following **2017** supplemental appropriation:

TO:

A3110.4522 Automotive Repairs \$3,335.28

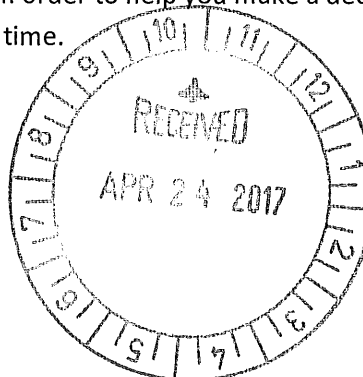
This supplemental appropriation will be fully supported by anticipated revenue in:

A2681 Insurance Recoveries - Sheriff \$3,335.28

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,
Oneida County Sheriff



Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

ONEIDA COUNTY DEPARTMENT OF LAW
800 Park Avenue
Utica, NY 13501
www.ocgov.net

Telephone: 798-5910

Fax: 798-5603

Anthony J. Picente, Jr.
County Executive

Peter M. Rayhill
County Attorney

MEMORANDUM

TO: Anthony Carvelli, Finance

FROM: Morgan Polise

RE: MVA 3/18/17 NYS Troopers & Oneida County Sheriff
Claim # 2017-21

DATE: April 17, 2017

Enclosed please find check # 4000002952 in the sum of \$3,335.28 from Cool Insurance Company representing the appraised damage amount of Oneida County Sheriff's vehicle # 459.

Please deposit the check into the appropriate account.

Thank You.

Morgan

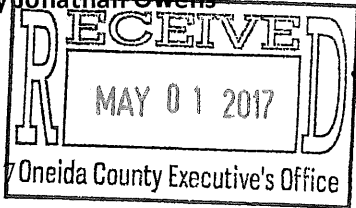
Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy ~~Jonathan Owens~~

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi



Sheriff Robert M. Maciol

April 28, 2017 Oneida County Executive's Office

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

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

FN 20 17-188
Anthony J. Picente, Jr.
County Executive

Date 5/1/17

PUBLIC SAFETY

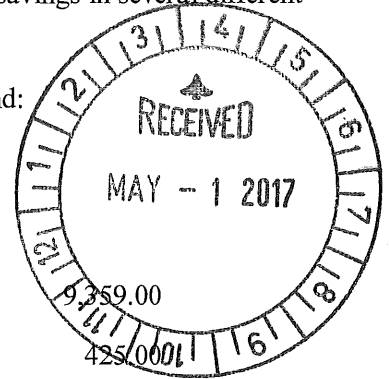
Dear County Executive Picente:

WAYS & MEANS

In the 2017 budget process it was decided that the Commissioner of the Department of Public Works and his department would have complete control all the maintenance and management of all county owned properties. This change in policy has resulted in very positive feedback, but it has also exposed some problem areas. The Sheriff's Office in the past had total control over its buildings and maintained them and established many contracts for very important maintenance services. These contracts are in effect in the 2017 budget but still in the Sheriff's Cost Centers.

In order to facilitate a true consolidation of the maintenance of County facilities, I request to transfer funding out of the Sheriff's Budget Lines to the DPW Buildings and Grounds Budget Lines. This will produce savings in several different areas including service contracts with various vendors.

I therefore request your Board's approval of the following 2017 transfer for the General Fund:



TO:

AA# A1620.295 Buildings & Grounds – Other Equipment.....	\$	9,359.00
AA# A1620.413 Buildings & Grounds – Rent-Lease Equipment.....	\$	425,000.00
AA# A1620.425 Buildings & Grounds – Training & Special Schools.....	\$	2,500.00
AA# A1620.491 Buildings & Grounds – Other Mat. & Supplies.....	\$	72,414.00
AA# A1620.493 Buildings & Grounds – Maint., Repair & Service Contracts.....	\$	146,745.00
AA# A1620.4951 Buildings & Grounds – Other Expenses.....	\$	25,535.00
TOTAL	\$	256,978.00

Administrative Office
6065 Judd Road Oriskany, NY 13424
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Fax (315) 765-2205

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Fax (315) 736-7946

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6075 Judd Road Oriskany, NY 13424
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Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

FROM:

AA# A3120.4951 Sheriff – Law Enforcement, Other Expenses.....	\$	2,079.00
AA# A3150.425 Sheriff – Jail Inmates, Training.....	\$	2,500.00
AA# A3150.491 Sheriff – Jail Inmates, Other Materials.....	\$	36,540.00
<hr/>		
AA# A3151.295 Sheriff – Correctional Facility, Other Equipment.....	\$	9,359.00
AA# A3151.413 Sheriff – Correctional Facility, Rent Equipment.....	\$	425.00
AA# A3151.491 Sheriff – Correctional Facility, Other Materials.....	\$	35,874.00
AA# A3151.493 Sheriff – Correctional Facility, Maintenance Contracts.....	\$	146,745.00
AA# A3151.4951 Sheriff – Correctional Facility, Other Expenses.....	\$	<u>23,456.00</u>
TOTAL.....	\$	256,978.00

Thank you for your time and diligent attention to this matter in advance. If you have any questions or concerns, please do not hesitate to contact me at any time.

Respectfully submitted,

Robert M. Maciol
Oneida County Sheriff

Cc:

Budget Tom Keeler



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

ANTHONY J. PICENTE, JR.
County Executive

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

KEVIN W. REVERE
Director

April 5, 2017

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

FN 20 17-189 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

PUBLIC SAFETY

Anthony J. Picente, Jr.
County Executive

Dear County Executive Picente,

WAYS & MEANS:

Date 4/24/17

Attached are a letter and a contract for a grant from the New York State Department of Homeland Security awarding Oneida County \$637,360.00 through its 2016 Statewide Interoperable Communications Grant Program. This funding will be used for continued support for buildout of Public Safety Interoperable Communications system and components.

No County dollars will be necessary for this project.

I therefore request your approval and the Board of Legislators approval for the following:

A.) Establishment of Capital Project H-556- Interoperable Communications Formula Based Grant.

B.) Funding for Capital Project H-556:

State Aid..... \$637,360.00

C.) Approval of the attached grant.

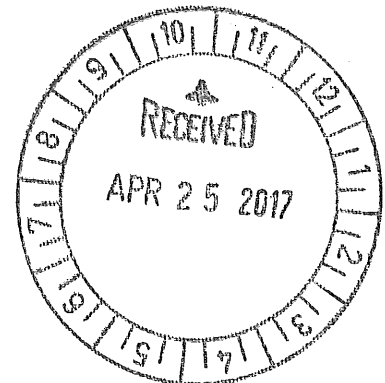
If you have any questions, please advise me. Thanks for your help.

Sincerely,

Kevin W. Revere

Kevin W. Revere
Director

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



kmg

Oneida Co. Department: Emergency Services

Competing Proposal

Only Respondent _____

Sole Source RFP _____

Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

New York State Division of Homeland Security and
Emergency Services
1220 Washington Avenue
Building 7A Suite 710
Albany, NY 12242

Title of Activity or Service:

Interoperable Communications Grant

Proposed Dates of Operation: 1/1/2017 – 12/31/2018

Client Population/Number to be Served: Oneida County

Summary Statements

1) **Narrative Description of Proposed Services:** Make necessary improvements and provide for the continued support of Land Mobile Radio Systems (LMR). Provide support of Interoperable Communications System, including training and further development of the governance structure.

2) **Program/Service Objectives and Outcomes:** Support of Public Safety Interoperable Communications system and components.

3) **Program Design and Staffing:** N/A

Total Funding Requested: \$637,360.00

Account #H556

Oneida County Dept. Funding Recommendation: \$637,360.00

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

<p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p>NYS COMPTROLLER'S NUMBER: C198654 (Contract Number) ORIGINATING AGENCY CODE: 01077</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO: (if applicable) 300100000 000 SFS VENDER NO: 1000002595 DUN & BRADSTREET NO: 075814186</p>	<p>INITIAL CONTRACT PERIOD: FROM 01/01/2017 TO 12/31/2018 FUNDING AMOUNT FOR INITIAL PERIOD: \$637,360.00</p>
<p>STATUS: Contractor is not a sectarian entity. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable)</p>
<p>CHARITIES REGISTRATION NUMBER: _____ (Enter number of Exempt) If "Exempt" is entered above, reason for exemption. <u>0 - not exempt</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: _____ Date: _____ State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente Jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____</p>

Award Contract

Project No.
SI16-1009-D00

Grantee Name
Oneida County

04/05/2017

Award Contract**Project No.**

SI16-1009-D00

Grantee Name

Oneida County

04/05/2017

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, 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, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of

race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project; then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100

Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2012

Certified by - on

Award Contract**Project No.**

SI16-1009-D00

Grantee Name

Oneida County

04/05/2017

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1¹
2. Modifications to the Face Page
3. Modifications to Appendices B, C and D
4. The Face Page
5. Appendices B, C and D
6. Other attachments, including, but not limited to, the request for proposal or program application.

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a. by certified or registered United States mail, return receipt requested;
 - b. by facsimile transmission;
 - c. by personal delivery;
 - d. by expedited delivery service; or
 - e. by e-mail.
2. Notices to the State shall be addressed to the Program Office.
3. Notices to the Contractor shall be addressed to the Contractor's designee.
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

O. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of DHSES and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its

right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

R. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.²

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief 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 State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the

State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a. Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

b. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the

end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

- a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.
- b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.
- c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.
- d. Milestone/Performance Reimbursement:³ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.
- e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.
- f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.
- g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule).
- h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).
- i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter

financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45)

calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in

Appendix C (Payment and Reporting Schedule), DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the

subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the

related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other

than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the 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 the 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 the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

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

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

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

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a. to require updates or clarifications to the Questionnaire upon written request;
- b. to inquire about information included in or required information omitted from the Questionnaire;
- c. to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal Identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:⁶ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWB E Regulations') for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and

contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color,

national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor

must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

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

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

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

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the

amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law § 165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

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

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from

all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

"This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security."

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit

Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

- a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

VER 07/15

Certified by - on

Award Contract

Project No.

SI16-1009-D00

Grantee Name

Oneida County

04/05/2017

Budget Summary by Participant

Oneida County

Oneida County Emergency Services - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Radio Frequency Equipment (Microwave, Base Stations and Antennas)	06CP-03-MWAV	1	\$637,360.00	\$637,360.00	\$637,360.00	\$0.00
Total					\$637,360.00	\$637,360.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$637,360.00	\$637,360.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$637,360.00	\$637,360.00	\$0.00

Award Contract**Project No.**

SI16-1009-D00

Grantee Name

Oneida County

04/05/2017

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security

and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus - Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

- Calendar Quarter: January 1 - March 31 -- Report Due: April 30
- Calendar Quarter: April 1 - June 30 -- Report Due: July 30
- Calendar Quarter: July 1 - September 30 -- Report Due: October 30
- Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 07/2015

Certified by - on

Award Contract**Project No.**

SI16-1009-D00

Grantee Name

Oneida County

04/05/2017

Work Plan**Goal**

Make necessary improvements and provide for sustainment of Land Mobile Radio Systems (LMR), implementation and maintenance of components supporting interoperability, continuous training and exercise, sustainment and further development of the governance structure. Enhance emergency response and improve capability and performance results from the U.S. Department of Homeland Security's (DHS) National Emergency Communication Plan (NECP), improvements in governance structures, operating procedures, infrastructure development and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC).

Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Not Applicable

Target Capability

Primary - Not Applicable

To ensure progress towards the goals and milestones described in the Statewide Communications Interoperability Plan (NYS SCIP) and toward communication priorities identified by the Federal government (SAFECOM). Provide stability, sustainment and further development of LMR systems and regional solutions developed to date. Provide for the: development and coordination of National Interoperability Channels, State, Regional, Tribal and Local mutual aid channels; development of interoperable communications infrastructure; improvements of Public Safety Answering Points (PSAPs) toward Next Generation 911 (NG-911) development in accordance with New York State plan and vision; development of governance and SOPs; Development of inventory of statewide communications resources (i.e. continuous participation in CASM-Communications Assets Survey and Mapping tool) and Tactical Interoperable Communication Plan (TICP) development, update and utilization.

Task #1 for Objective #1

Purchase allowable interoperable communication equipment and services. Train appropriate personnel in the proper use of equipment and place equipment into service. Establish or improve governance and standard operating procedures related to such equipment. Report on progress of implementation of project and the development and implementation of formalized standard operating procedures and governance structure.

Performance Measure

Identify equipment or services ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Provide a brief narrative, including examples, of formalized governance and/or standard operating procedures. Describe how the project enhanced interoperable communication capabilities in the jurisdiction. Describe how the project increased multi-agency regional partnerships, including partnerships with consortiums. Equipment and services accountability records are properly maintained. Provide explanation if equipment is received but not deployed; include deployment plans as appropriate.

Objective #2

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

Target Capability

Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #2

Provide equal employment opportunities for minority group members and women (EEO).

Performance Measure

- 1 DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

Task #2 for Objective #2

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

Performance Measure

- 1 Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.

- 2 Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

Task #3 for Objective #2

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

Performance Measure

- 1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

Award Contract

Project No.

SI16-1009-D00

Grantee Name

Oneida County

04/05/2017

Special Conditions

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 356-1350 Adult: (315) 356-1300
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

Supervisors
Thomas Brognano
Matthew Caracas
Mark Joseph
Holly Matthews
John Sharrino

March 30, 2017

FN 20 17-190

The Honorable Anthony J. Picente, Jr.
Oneida County Executive

PUBLIC SAFETY

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

Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

PUBLIC SAFETY
WAYS & MEANS

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

WAYS & MEANS

Date 4/24/17

Re: Waterville Central School/IRT Program
2017-2018

Dear Mr. Picente:

Enclosed is an Agreement between the Probation Department and the Waterville Central School District wherein the school district reimburses the County for 50% of salary, fringe benefits, and travel expenses for one full-time Probation Officer.

This Officer provides Initial Response Team services and other supportive efforts in the school buildings. This successful partnership is designed to identify students with attendance and behavior problems, work with them and their families, and coordinate service delivery. In turn, many students are deferred from more formal PINS and JD services.

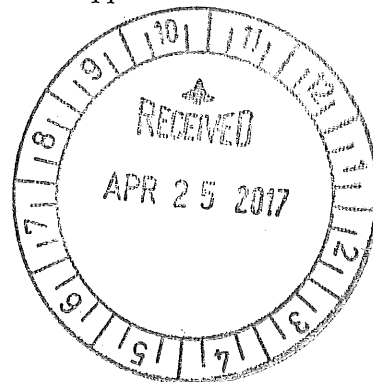
I strongly feel this mutually beneficial program is a cost effective, preventive, and well-received effort worthy of continuing. Please forward to the Board of Legislators for their approval.

The Board and Your support of our programming continue to be most appreciated.

Very truly yours,

David Tomidy

DAVID TOMIDY
PROBATION DIRECTOR



DT:kas

Enclosures: Contract, Contract Summary Sheet

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: Waterville Central School/IRT Program
381 Madison Street
Waterville, New York 13480

Title of Activity or Service: Waterville Central School/IRT Program

Proposed Dates of Operation: 7/1/2017 to 6/30/2018

Client Population/Number to be served: 200 youth

Summary Statements:

- 1) **Narrative Description of Proposed Services:** The Oneida County Probation Department provides Initial Response Team (IRT) services to the Waterville Central School District. It is an early intervention strategy where students just starting to display attendance and behavior problems are involved in a process wherein the Probation Department works with students, parents, school authorities, and service providers to effect positive outcomes and improvement.
- 2) **Program/Service Objectives and Outcomes:** This program is designed to reach 200 students and adjust 80% of those problems without formal Court intervention. In 2016 we worked with 201 cases and diverted 88%.
- 3) **Program Design and Staffing:** One full-time Probation Officer is stationed full-time at Junior High and High School buildings. He also services the elementary school as needed.

Total Funding Requested: \$37,805

Account # 3412 (Revenue)

Oneida County Department Funding Recommendation: \$37,805

Proposed Funding Sources (Federal\$/State\$/County\$): Waterville Central School District

Cost Per Client Served: In 2016 the cost per client served totaled \$347.00.

Past Performance Data: We have surpassed our goals of students referred to the program and deferred from Family Court for the past two years.

O.C. Department Staff Comments: The Probation Department recommends that this highly successful and collaborative project continue as it serves Public Safety interests in a cost effective manner and supports the efforts of the Waterville Central School District and parents to help students make positive changes.

Agreement between Oneida County through its Probation Department and Waterville Central School District

THIS AGREEMENT by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," through its PROBATION DEPARTMENT, with offices located at 321 Main Street, 2nd Floor, Utica, New York 13501, hereinafter referred to as "Probation Department," and WATERVILLE CENTRAL SCHOOL DISTRICT, a central school district organized and existing under the laws of the State of New York, with its principal offices located at 381 Madison Street, Waterville, New York 13480, hereinafter referred to as the "School District."

WITNESSETH

WHEREAS, the Probation Department has the capability to provide school districts with Probation Officers for purposes of Initial Response Team ("IRT") services, which attempt to avoid formal Family Court involvement for students who have exhibited behavioral and attendance problems; and

WHEREAS, the School District seeks the Probation Department's IRT services to assist its students in any and all School District buildings;

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

1. TERM:

- a. This Agreement shall be effective from July 1, 2017 until June 30, 2018, unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Probation Department will provide the School District with Initial Response Team efforts and other support services, which shall include the following:
 - i. Evaluating matters for adjustment and supervising persons in lieu of a formal Persons in Need of Supervision ("PINS") petition and court action;
 - ii. Assisting School District staff in identifying those students who are at risk of having formal PINS and Juvenile Delinquency ("JD") petitions filed against them in Family Court;
 - iii. Coordinating with School District staff to develop and implement an IRT intervention protocol specific to the needs of the School District and the specific school included within this Agreement;
 - iv. Facilitating referrals directly to the Probation Department for students who pose a high risk and/or are not able to be adjusted through the IRT process;
 - v. Assisting in the coordination and scheduling of IRT meetings;
 - vi. Monitoring adherence to all written agreements resulting from the IRT process, including the following:
 - A. Interpreting conditions of the IRT agreement;
 - B. Supervising students to determine whether such students comply with the conditions set forth in the IRT agreement and addressing any violations of the IRT agreement accordingly;
 - C. Counseling and assisting students, in the school setting, with problems

- relating to compliance;
 - D. Monitoring students' behavior at home, in school, and in the community;
 - E. Preparing progress reports on persons under probation supervision;
 - F. Establishing and maintaining contacts with social service and law enforcement agencies and cooperating therewith in matters of mutual interest.
- vii. "Other Support Services" may also include but are not limited to mentoring and monitoring students referred by the School District; monitoring school hallways before, after, and between classes; assisting with school safety and security; and other services that the School District would reasonably expect from a Probation Officer.
- b. The Probation Department will provide one (1) full-time Probation Officer, who will provide the above-described services at any and all School District buildings, as needed by the School District and as directed by the Probation Department.

3. REIMBURSEMENT FOR SERVICES:

- a. The School District will reimburse the County in the amount of \$37,805.00 for ~~conducting IRT services described above. Salary, fringe benefits, and related travel costs are included in the \$37,805.00 amount.~~
- b. Reimbursement for IRT services shall be made by the Probation Department's submission of a voucher to the School District, according to the School District's regular policy for payment of its vendors.

4. INDEPENDENT CONTRACOR STATUS:

- a. Both the County and the School District intend that the Probation Officer's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the County and the School District.
- b. The Probation Officer assigned under this Agreement shall remain a County employee for the purposes of salary, benefits, employee discipline, time off, sick days, and other terms and conditions of employment. Likewise, the Probation Officer shall not be considered an employee of the School District for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits.
- c. The assignment of a particular Probation Officer remains the sole discretion of the Probation Department. Probation Officers assigned under this Agreement are subject to being re-assigned and replaced based on the discretion, needs, and policies of the Probation Department.
- d. It is understood by the parties that the County and Probation Department offer the same or similar service(s) to other school districts. The parties agree that the County and Probation Department are free to continue to offer these services to other school districts during the Term of this Agreement.

5. TERMINATION:

- a. This Agreement may be terminated upon thirty (30) days written notice of termination by either party.
- b. At such time as either party may elect to terminate this Agreement, the payments to the County shall be made as of and to the date of termination.

6. INDEMNIFICATION:

- a. Each party agrees to indemnify the other against any claims, demands, actions, proceedings, damages, costs and expenses incurred as a consequence of its negligence in fulfilling its obligations and responsibilities under the terms of this Agreement. It is understood by the Probation Department that all information exchanged is considered confidential and will be used solely for the purposes outlined in this contract.

7. NOTIFICATIONS:

- a. All notices required herein shall be served on or mailed to the parties at the addresses indicated above.

8. AMENDMENT:

- a. ~~This Agreement represents the entire understanding between the parties and the Agreement may not be amended or any of its provisions waived without the prior written consent of both the County and the School District.~~

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ONEIDA COUNTY

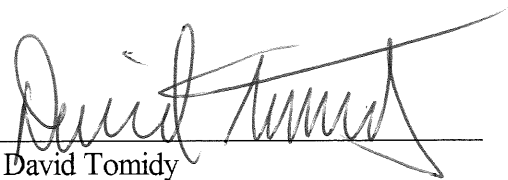
DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

PROBATION DEPARTMENT

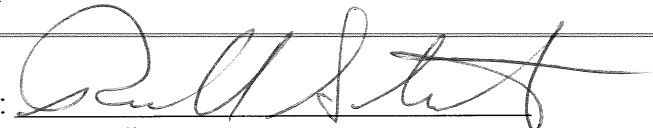
DATE: 4/17/2017

BY: 

David Tomidy
Director of Probation

WATERVILLE CENTRAL SCHOOL DISTRICT

DATE: 4-13-17

BY: 

Russell Stewart
Board of Education President

APPROVED
ONEIDA COUNTY ATTORNEY

BY: Alison Stanulevich

Alison Stanulevich
Asst. Oneida County Attorney

Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Joseph Lisi

Sheriff Robert M. Maciol

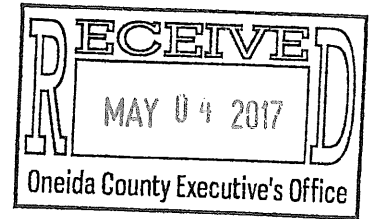
May 3, 2017

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

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

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

Date 5-3-17



FN 20 17-191

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like to request a year 2017 Transfer of Funds of \$9,000 to be used to purchase an Oneida County Sheriff's Office Mobile App.

Having this app will allow the Sheriff's Office to be able to communicate better with the people of Oneida County, providing our citizens a reliable resource of information regarding critical news, services available to incarcerated inmates, crime prevention tips, programs, and other services offered by the Sheriff's Office. One of the most important aspects of this app will allow individuals on the outside to be able to place money into the commissary accounts of an inmates, schedule visitations, and in the very near future will allow for video visitation with an inmate via their smartphone. With most everyone owning a smartphone, we felt the time was right to make this investment in technology.

There are no county funds utilized for this purchase. However, a transfer is needed to allocate funding for this purpose.

I respectfully request that this matter be acted on at the June's Board of Legislator's meeting.

Transfer from Account

A3152.212 Computer Hardware

Amount

\$9,000.00

Transfer to Account

A3152.492 Computer Software

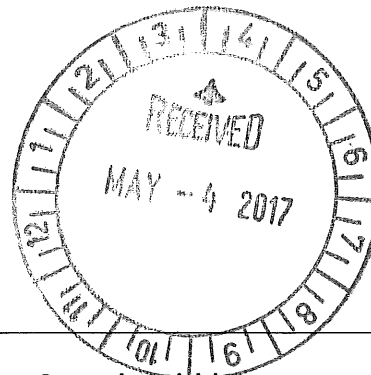
Amount

\$9,000.00

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol,
Oneida County Sheriff



Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
Fax (315) 765-2205

Law Enforcement Division
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-0141
Fax (315) 736-7946

Correction Division
6075 Judd Road Oriskany, NY 13424
Voice (315) 768-7804
Fax (315) 765-2327

Civil Division
200 Elizabeth Street Utica, NY 13501
Voice (315) 798-5862
Fax (315) 798-6495



Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-3658 E-mail. ofa@ocgov.net

January 17, 2017

FN 20 17-192

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

Anthony J. Picente, Jr.
County Executive

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Date 4/12/17

Dear Mr. Picente:

I am submitting the following Contract Amendment between the Oneida County Office for the Aging and Continuing Care, and the North Utica Senior Citizen's Recreation Center, Inc., for your review and approval. If this Amendment meets with your approval, please forward to the Board of Legislators for further consideration.

The purpose of this Amendment is to increase the original Agreement by \$48,000.00 to provide for additional services that were approved and funded by the Veterans Health Administration above what was originally anticipated. No other terms and conditions of the original Agreement have changed. This Amendment will commence on January 1, 2016 and will terminate December 31, 2016. This program is supported by Federal, State, County and Contractor dollars up to \$219,600.00. The County share will not be increased to account for the additional services.

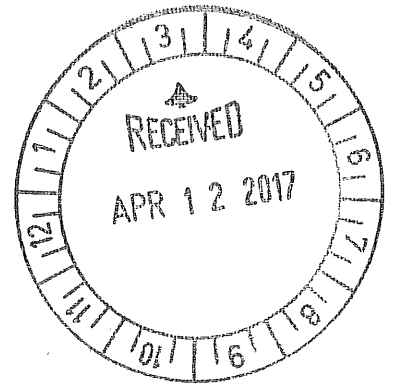
I request that you forward this Amendment to the Board of Legislators for consideration at their next meeting. I am available at your convenience to answer any questions you may have regarding this Amendment Agreement.

Sincerely,

Michael J. Romano
Director

MJR/jc

Enclosure



Oneida Co. Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other Amendment _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

North Utica Senior Citizen's Recreation Center,
Inc.
50 Riverside Drive
Utica, New York 13502

Title of Activity or Service:

Veteran's Directed Home and Community Based
Services Program (VDHCBS)

Proposed Dates of Operation:

January 1, 2016 through December 31, 2016

Client Population/Number to be Served:

Veteran's Directed Program (VDHCBS) – Seven (7) disabled Veterans most at risk for nursing home placement in need of community based long term care services.

Summary Statements:

1) Narrative Description of Proposed Services

Veteran's Directed Program (VDHCBS) will provide disabled Veterans with the ability to develop a flexible consumer directed model of service which will allow them to remain in the community.

2) Program/Service Objectives and Outcomes:

Veteran's Directed Program (VDHCBS) will link Veterans with home and community based services and supports, using a budget-based consumer driven plan of care, with services and goods selected by the consumer or primary caregiver.

3) Program Design and Staffing

N/A

Total Funding Requested: \$ 219,600.00

Account #:

A6772.495.149

Oneida County Dept. Funding Recommendation: \$219,600.00

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

- **Veteran's Directed Program (VDHCBS) (#A6772.495149) \$ 219,600.00**
Federal-100% (\$ 219,600.00) State-0% County-0%

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: The purpose of this Amendment is to increase the original Agreement by \$48,000.00 to provide for additional services that were approved and funded by the Veterans Health Administration above what was originally anticipated.

AMENDMENT

This is an **AMENDMENT** to the Agreement #2725, dated January 1, 2016 through December 31, 2016, by and between the **NORTH UTICA SENIOR CITIZEN'S RECREATION CENTER, INC.**, located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as the "**CONTRACTOR,**" and the **COUNTY OF ONEIDA, OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter known as the "**COUNTY.**"

The **PURPOSE** of this **AMENDMENT** is:

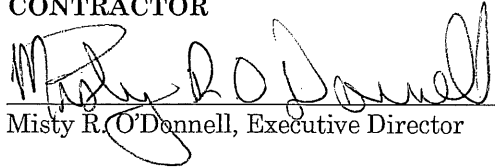
- To increase the amount of the Agreement by forty-eight thousand dollars (\$48,000.00), with the total amount of the original Agreement not to exceed two hundred nineteen thousand six hundred dollars (\$219,600.00.)

- No other terms and conditions of the original Agreement are changed.

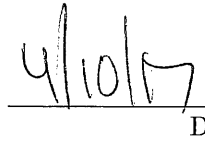
WHEREAS, the **CONTRACTOR** will continue to provide and perform the services required by this Agreement.

IN WITNESS THEREOF, the Parties have hereunto set their hand on the date respectively stated.

CONTRACTOR



Misty R. O'Donnell, Executive Director



Date

COUNTY OF ONEIDA

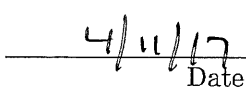
Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director



Date

Approved:

By: _____
Merima Smajic, Assistant County Attorney

AGREEMENT

This is an Agreement by and between the NORTH UTICA SENIOR CITIZEN'S RECREATION CENTER, INC., located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as "CONTRACTOR"; and the COUNTY OF ONEIDA, by and through its department of OFFICE FOR THE AGING AND CONTINUING CARE, located at 120 Airline Street - Suite 201, Oriskany, New York 13424, hereinafter known as the "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY has the primary responsibility for the overall planning and coordination of COUNTY funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds.

WHEREAS, the COUNTY has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the COUNTY; and

WHEREAS, the COUNTY will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the CONTRACTOR is qualified, willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **SCOPE OF SERVICES – Caregiver Support Program Emergency Respite Support Services**
The Caregiver Support Program Emergency Respite Support Services is a program that addresses the immediate, intermittent respite needs for a caregiver and care receiver. The respite need must support service activities that are temporary, substitute supports or short-term living arrangements to provide a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community. The program shall be operated as follows:
 - A. The CONTRACTOR will assist the Oneida County Office for the Aging Caregiver Support Program to provide services to caregivers to help sustain their efforts to care for an older relative (age 60 years or older) who has a chronic illness or disability and will promote the ability of these individuals to remain in their homes and local communities, instead of being placed in residential facilities.

North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program (CLP)
- Veteran's Directed Program (VDHCBS)

CONTRACT AGREEMENT - 2016

Contract # 2725

B. The **CONTRACTOR** will assist by implementing Caregiver Support Program Emergency Respite Support Services under the guidance and direction of **COUNTY** staff by means of the following:

- The **CONTRACTOR** shall have in place Memoranda of Understanding with various community agencies that provide institutional respite. Said Memoranda shall also agree to a Medicaid rate of service, with the understanding that all clients are **COUNTY** referred and paid by the **CONTRACTOR**.
- The **COUNTY** will authorize, arrange, and refer services through the Caregiver Support Program Emergency Respite Support Services. The **CONTRACTOR** shall refer to the Caregiver Support Program Emergency Respite Support Services eligibility requirements for further instruction.
- The **COUNTY** will be responsible for sending donation letters and evaluation forms to clients after services rendered.

C. ~~The Policies and Procedures for program activities are found in APPENDIX AA.~~ It is understood that the attached policies and procedures may be modified in the event that there are changes within the Caregiver Support Program such as regulation changes or funding changes. It is also understood that it may be necessary to create additional policies and procedures throughout the year as situations or needs arise. The **CONTRACTOR** understands that any new policies and procedures that are created become the responsibility of the **CONTRACTOR** and **COUNTY** respectively. The **CONTRACTOR** shall always refer to the most current version of policies and procedures.

2. **SCOPE OF SERVICES – Community Living Program (CLP)**

A. The **CONTRACTOR** agrees to utilize Program funds to provide flexible consumer services as part of the consumer's individualized budget based plan of care created by the Program Case Coordinator in collaboration with the consumer or the consumer's primary caregiver.

B. The **CONTRACTOR** agrees to maintain accounting services for the consumer's care budget, financial independent audits and funds for the purchase of community services and supports required by this Agreement.

C. The **CONTRACTOR** agrees to establish Memoranda of Understanding with various community agencies of the consumer's choosing. The **CONTRACTOR** agrees to provide goods and services selected by the consumer and their caregiver, to be purchased out of the consumer's individual care budget, and listed in the consumer's self-directed plan of care.

North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program (CLP)
- Veteran's Directed Program (VDHCBS)

CONTRACT AGREEMENT - 2016

D. The **CONTRACTOR** agrees to utilize funds to provide flyers, brochures, and family education materials deemed necessary and approved by the **COUNTY**.

E. The **CONTRACTOR** agrees to provide a monthly accounting of the program's fund balance, with copies of invoices and other necessary supporting documents as required by the **COUNTY**.

F. The Program Case Coordinator will fax an approval form for each authorized service to each provider prior to services starting, and will provide the **CONTRACTOR** with a copy of each faxed approval form.

3. **SCOPE OF SERVICES – Veteran's Directed Home and Community Based Services Program (VDHCBS)**

A. The **CONTRACTOR** agrees to utilize Program funds to provide flexible consumer services as part of the consumer's individualized budget based plan of care created by the Program Case Coordinator in collaboration with the consumer or the consumer's primary caregiver.

B. The **CONTRACTOR** agrees to maintain accounting services for the consumer's care budget, financial independent audits and funds for the purchase of community services and supports required by this Agreement.

C. The **CONTRACTOR** agrees to establish Memoranda of Understanding with various community agencies of the consumer's choosing. The **CONTRACTOR** agrees to provide goods and services selected by the consumer and their caregiver, to be purchased out of the consumer's individual care budget, and listed in the consumer's self-directed plan of care.

D. The **CONTRACTOR** agrees to utilize funds to provide flyers, brochures, and family education materials deemed necessary and approved by the **COUNTY**.

E. The **CONTRACTOR** agrees to provide a monthly accounting of the program's fund balance with copies of invoices and other necessary supporting documents as required by the **COUNTY**.

F. The Program Case Coordinator will fax an approval form for each authorized service to each provider prior to services starting, and will provide the **CONTRACTOR** with a copy of each faxed approval form.

4. **PERFORMANCE OF SERVICES**

A. **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. **CONTRACTOR** shall use **CONTRACTOR'S** best efforts to perform the Services such that the results are satisfactory to the **COUNTY**. **CONTRACTOR** shall be solely responsible for communications with the Consumer or Consumer's caregiver in order to determine the location,

North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program (CLP)
- Veteran's Directed Program (VDHCBS)

CONTRACT AGREEMENT - 2016

method, details and means of performing the services, except where Federal, State or local Laws and Regulations impose specific requirements on performance of the same.

B. **CONTRACTOR** may, at **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as **CONTRACTOR** deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide Assistants with any salary or benefits. **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the **COUNTY**, in compliance with any and all applicable Federal, State or Local Laws and Regulations. **CONTRACTOR** shall expressly advise the Assistants of the terms of this Agreement.

C. **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** and its Assistants have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

D. ~~**CONTRACTOR** shall inform the **COUNTY** within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. **CONTRACTOR** maintains the right to do so at any time, and **COUNTY** maintains the right to contract with other individuals or entities to perform the same services.~~

5. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** to the **COUNTY** shall be that of an Independent Contractor. The **CONTRACTOR** shall not be considered an employee of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The **CONTRACTOR**, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. **CONTRACTOR** warrants and represents that either (1) he or she is employed elsewhere either full or part time, and said employment is the main source of **CONTRACTOR'S** income, or (2) that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities

North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program (CLP)
- Veteran's Directed Program (VDHCBS)

CONTRACT AGREEMENT - 2016

and/or the general public as a regular course of business. **CONTRACTOR** and **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The **CONTRACTOR** 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.

D. **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its Assistants, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. **CONTRACTOR** shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). **CONTRACTOR** shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** will indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

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H. The **CONTRACTOR** agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

6. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all parties that the **COUNTY** will reimburse the **CONTRACTOR** in accordance with the terms and conditions of this Agreement, EISEP, and the Older Americans Act.

B. The **COUNTY** agrees to reimburse the **CONTRACTOR** for program expenses, with total payments not to exceed One Hundred Seventy-One Thousand Six Hundred dollars (**\$171,600.00**). The breakdown of Program funding will be as follows:

<u>PROGRAM</u>	<u>FUNDING AMOUNT</u>
• Caregiver Respite Program	\$26,000.00
• Community Living Program (CLP)	\$55,000.00
• Veteran Directed Program (VDHCBS)	\$75,000.00
• <u>Administrative Fee</u>	<u>\$15,600.00</u>
TOTAL	\$171,600.00

C. The **COUNTY** grant funds are contingent upon availability of Federal and County of Oneida funding. The **COUNTY** will reimburse the **CONTRACTOR** a maximum of One Hundred Seventy-One Thousand Six Hundred dollars (**\$171,600.00**); (**\$156,000.00 Direct Services and \$15,600.00 Administrative Funding**) payable as specified in the OFA Voucher Instructions, attached as APPENDIX C. The payment schedule will be as follows:

<u>DATE</u>	<u>PAYMENT AMOUNT</u>
• January 1, 2016	\$42,900.00 ✓
• April 1, 2016	\$42,900.00 ✓
• July 1, 2016	\$42,900.00
• October 1, 2016	\$42,900.00

D. Unused Caregiver Respite Support Program funds are allowed to be carried over from one fiscal year to the next and utilized for the Respite Scholarship Fund Program functions.

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7 EXPENSES

A. **CONTRACTOR** is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

8. TRAINING:

A. **CONTRACTOR** shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, **CONTRACTOR** shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

9. TERM OF CONTRACT

A. The terms and conditions of this Agreement will **commence January 1, 2016 and will terminate December 31, 2016.**

10. STANDARD ASSURANCES

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the Grievance procedures of the County of Oneida, all as are more fully described in **APPENDIX A** and compliance with which is required by Federal, State or Local Law or Regulation.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color,

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national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by the COUNTY will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging and Continuing Care. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined...(i.e., *"This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging."*). The CONTRACTOR should forward copies of all materials to the COUNTY at the end of each month.

F. The COUNTY shall conduct a program review to ensure that the CONTRACTOR is in compliance with all standards and regulations required by Federal, State or Local Law or Regulation as set forth in this Agreement.

11. NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS

A. The CONTRACTOR agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92]
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- Older Americans Act
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
- Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)

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- Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
- Equal Access to Services and Targeting Policy (12-PI-08)
- Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-

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income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

12. **GRIEVANCE PROCEDURES**

A. The **CONTRACTOR** agrees to implement the **COUNTY'S** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B**.

13. **FISCAL REQUIREMENTS/RESPONSIBILITIES AS REQUIRED BY LAW**

A. The **CONTRACTOR** shall keep Program funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions, refer to **APPENDIX C**.

C. The **COUNTY** will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend an Oneida County Office for the Aging and Continuing Care funded day care program. Any contributions received by the **CONTRACTOR** for an Oneida County Office for the Aging and Continuing Care funded participant directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

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H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the contract is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless 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 work of the **CONTRACTOR** 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 **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

B. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents; servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

C. The **CONTRACTOR** 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/or 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 (\$1,000,000.00). The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named **ADDITIONAL INSURED**, as its interest may appear, and to provide the **COUNTY** with a certificate from said insurance company, or companies, showing coverage as herein before required,

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and to provide that such coverage shall not be terminated without written prior notice to the COUNTY of at least thirty (30) days.

D. The CONTRACTOR shall maintain a professional liability policy and will provide the COUNTY with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 aggregate. The CONTRACTOR shall also maintain general liability insurance and will provide the COUNTY with proof of coverage in the amount of \$1,000,000 per incident and \$2,000,000 aggregate. The CONTRACTOR agrees to have Oneida County named ADDITIONAL INSURED on the general liability policy and to provide the COUNTY with certificates from said insurance company or companies showing the proof of insurance as stated heretofore, and to provide that such coverage shall not be terminated without written prior notice to the COUNTY of at least thirty (30) days.

E. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York.

15. **REPORTING REQUIREMENTS PURSUANT TO LAW**

A. The COUNTY shall, pursuant to the requirements of funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the COUNTY with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate client records on each client who receives services through this program; the COUNTY shall have access to the client records upon request; the COUNTY shall have ownership of all patient's records and files.

D. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the COUNTY, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The CONTRACTOR shall provide the COUNTY with required monthly, periodic, and/or special reports and shall submit all reports to the COUNTY by the dates specified.

16. **COORDINATION REQUIREMENTS**

A. The CONTRACTOR and the COUNTY shall coordinate referrals.

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B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

A. The Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of cancellation.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of cancellation, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of cancellation. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the clients' behalf.

18. **CONTRACT RENEWAL**

A. The **COUNTY** and the **CONTRACTOR** shall negotiate the contract annually.

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with **CONTRACTOR** on an annual basis, and **COUNTY** reserves the right to seek the same or similar services from third parties.

19. **NO CLAIM FOR DAMAGES**

A. The **CONTRACTOR** agrees to make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY**.

20. **STANDARD ADDENDUM**

A. The **CONTRACTOR** agrees to comply with the **COUNTY'S** Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

21. **ADVICE OF COUNSEL**

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A. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

22. **TERMS OF AGREEMENT**

A. 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 waiver, alternations 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 THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR

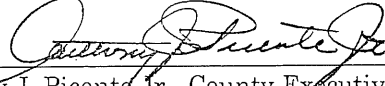


Yvonne McClusky, Executive Director

01/28/2016

Date

COUNTY OF ONEIDA



Anthony J. Picente Jr., County Executive

4/19/16

Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director OFA/OCC

4/28/16

Date

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Approved as to Form:

By: Raymond F. Bara
Raymond F. Bara, Assistant County Attorney

02/04/16
Date

APPENDIX AA

Caregiver Respite
Policies and Procedures

Title: The Caregiver Support Program Coordination of Respite Services

Purpose: To identify caregivers and care receivers who are appropriate to be funded under the Caregiver Support Program for Respite Services.

The Caregiver Support Program is a Program of the Oneida County Office for the Aging. The Oneida County Office for the Aging subcontracts the service to provide:

- Respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities through Institutional Respite Services.

To be eligible for Respite Services, there must be:

1. Caregiver as defined below.
2. Care receiver as defined below.
3. A respite need that will help sustain the caregivers efforts to care for an older relative who has a chronic illness or disability and will promote the ability of these individuals to remain in their homes and local communities instead of being placed in residential facilities. The respite need can be categorized as either or both of the following:

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- A. An imminent or emergency respite need that enables caregivers to be temporarily relieved from their caregiving responsibilities so that the caregiver can resume caregiving responsibilities once the short term need has been satisfied **AND/OR**
- B. A respite need for a caregiver that is attempting to develop a long term plan of care for the care receiver to remain in the community and requires temporary, short term assistance from the Respite Services to accomplish this.

Caregiver is defined as “family caregiver means an adult family member, or another individual who is an informal provider of in-home and community care to an older (age 60 and older) individual.”¹

Care receiver, for purposes of Respite Services, is defined as an individual that is unable to perform at least two activities of daily living without substantial, human assistance, including verbal reminding, physical cueing, or supervision, or due to a cognitive or other mental impairment which requires substantial supervision.

Respite is defined as the ability to provide a brief period of relief or rest by providing activities and or services for the care receiver on an intermittent, occasional, or emergency basis such as: temporary, substitute supports, or short-term living arrangements may be in the form of in-home respite, adult care respite, respite guest hours, or institutional respite.

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The Oneida County Office for the Aging, hereinafter known as the **COUNTY**, Alzheimer’s Association, hereinafter known as the **CONTRACTOR**, and Participating Nursing Home Facilities will coordinate Respite Services by the following:

- The **COUNTY** will receive request for Respite Services including dates of stay.
- The **COUNTY** will complete a home assessment by a **COUNTY** case manager and/or the Caregiver Support Program Coordinator.
- The **COUNTY** will complete appropriate paperwork to determine need and eligibility including the Caregiver Assessment Form, Release of Information for care receiver, Release of Information for caregiver, Compass Assessment Form for care receiver, and Medication List for care receiver.

<sup>1</sup> US Administration on Aging, Title III Part E National Family Caregiver Support Program (from the 2000 Amendments to the Older Americans Act)

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- Caregiver Support Program Coordinator will contact the formal contact person at the Participating Nursing Home Facilities based on client geographic location, need, and request.
- Caregiver Support Program Coordinator will provide the chosen Participating Nursing Home Facility with the care receiver's Name, Social Security Number, Date of Birth, Address, and Phone Number.
- Caregiver Support Program Coordinator will fax the following paperwork to the formal contact person at the Participating Nursing Home Facility: Compass, releases of information, and medication list.
- Caregiver Support Program Coordinator will contact the caregiver and/or the care receiver to verify the approved Respite Services and inform them of the following steps in the procedure.
- Participating Nursing Home Facility will contact caregiver and care receiver to schedule the Participating Nursing Home Facilities own assessment.
- Participating Nursing Home Facility will obtain doctor's orders for the Respite Services, if the Facility is having difficulty, the Facility can request the Caregiver Support Program Coordinator facilitate obtaining the doctor's orders by utilizing the Caregiver Support Request Form.
- Participating Nursing Home Facility will obtain and complete any other paperwork related to Respite Services as it pertains to any related regulations or individual facility policies.
- Participating Nursing Home Facility will provide Respite Services for the prior approved time at the current Medicaid rate.
- Participating Nursing Home Facility will submit a Voucher to **COUNTY**.
- Caregiver Support Program will confirm that the Respite Services was rendered by contacting the caregiver and/or care receiver.
- Caregiver Support Program will authorize the **CONTRACTOR** to submit payment to the Participating Nursing Home Facility.

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## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)

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45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19-J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards

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NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

## APPENDIX B

### **ONEIDA COUNTY OFFICE FOR THE AGING**

#### **Grievance Procedures**

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

#### Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, and reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### **Grievance Process**

##### Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.

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North Utica Senior Citizen's Recreation Center, Inc.

#### Fiscal Intermediary Services:

- Caregiver Respite Services
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- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

**Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

**Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

**APPENDIX C**

Oneida County Office for the Aging  
2015-2016

**Voucher Instructions  
For Units of Services Contracts**

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Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**  
Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:

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North Utica Senior Citizen's Recreation Center, Inc.

**Fiscal Intermediary Services:**

- Caregiver Respite Services
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- Payroll certification sheets and time sheets signed by Agency employee.
- Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
- Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
- Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
- Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

**8. Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
  - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- 
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget (including personnel):**

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

**APPENDIX D**

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

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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 Legislators 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.

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North Utica Senior Citizen's Recreation Center, Inc.

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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

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- 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:

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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 (HIPAA).**

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;

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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:
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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.

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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

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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

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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).

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**CONTRACT AGREEMENT - 2016**

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.

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North Utica Senior Citizen's Recreation Center, Inc.

Fiscal Intermediary Services:

- Caregiver Respite Services
- Community Living Program (CLP)
- Veteran's Directed Program (VDHCBS)

**CONTRACT AGREEMENT - 2016**



Oneida County

Office for the Aging & Continuing Care


Anthony J. Picente, Jr.  
County Executive

Michael J. Romano  
Director

120 Airline Street-Suite 201 Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-3658 E-mail.ofa@ocgov.net

March 20, 2017

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

FN 20 17-193   
Anthony J. Picente, Jr.  
County Executive

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

HEALTH & HUMAN SERVICES Date 4/24/17

**WAYS & MEANS**

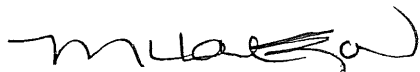
Dear Mr. Picente:

I am submitting the following service Agreement between the Oneida County Office for the Aging and Continuing Care, and the Homemakers of the Mohawk Valley, Inc., for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

Under this service Agreement, the Contractor will provide homecare services for elderly, homebound individuals. Homecare is provided as part of a New York State program that provides personal care to frail seniors through the Expanded In-Home Services for the Elderly Program (EISEP). Caregivers are one of four home care agencies to provide these services. The total amount of this Agreement is \$112,700.00, which consists of 75% State (\$84,525.00) and 25% County (\$28,175.00) funds. This contract commences April 1, 2017 and terminates March 31, 2018.

I am available at your convenience to answer any questions you may have regarding this Agreement.

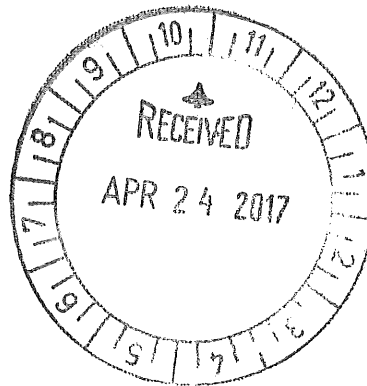
Sincerely,



Michael J. Romano  
Director

MJR/jc

Enclosure



Oneida Co. Department: OFA/OCC

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Homemakers of the Mohawk Valley, Inc. d/b/a  
Caregivers  
2465 Sheridan Drive  
Tonawanda, New York 14150

**Title of Activity or Service:** Home Health Care Agency

**Proposed Dates of Operation:** April 1, 2017 through March 31, 2018

**Client Population/Number to be Served:** Approximately 59 individuals, age 60 or above

**Summary Statements:**

**1) Narrative Description of Proposed Services**

~~To provide non-medical homemaker/personal care services to Oneida County~~  
residents, age 60 and older who are functionally impaired in at least one Activity of Daily Living (i.e., bathing, dressing, toileting) or two Instrumental Activities of Daily Living (i.e., housekeeping, shopping, and preparing meals).

**2) Program/Service Objectives and Outcomes:**

- To provide personal care services to frail, disabled, or homebound individuals who are limited in their activities of daily living.
- Usual tasks that may be performed by the Housekeeper/Chore Worker (PCA Level I) include:
  - Making/changing beds, dusting/vacuuming, light cleaning of kitchens, bedrooms and bathrooms, dishwashing, shopping for client, laundering, transportation to various appointments and community activities.
- Usual tasks that may be performed by the Personal Care Worker (PCA Level II) include:
  - All of PCA Level I tasks as well as bathing, dressing, grooming, assistance toileting, preparation of meals, feeding, and administering medications.

**3) Program Design and Staffing**

Personal Care Workers will provide a variety of services that include physically assisting clients with medical needs. Housekeeper/Chore Workers will provide clients with assistance with regular housekeeping and chores. Designated qualified supervisors will train both PCA I and PCA II workers and make regularly scheduled visits to the clients home to ensure the client's satisfaction with their services

**Total Funding Requested:** \$ 112,700.00 Account #: A6774.49599

**Oneida County Dept. Funding Recommendation:** \$112,700.00

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

Federal: 0% (\$0) State: 75% (\$84,525.00) County: 25% (\$28,175.00)

**Cost Per Client Served:** \$18.50 per hour for homemaker/personal care worker (PCA Level II)  
\$17.85 per hour for housekeeper/chore worker (PCA Level I)

**Past Performance Data:** Current provider of personal care services for OFA EISEP clients.

**O.C. Department Staff Comments:** N/A

## AGREEMENT

This is an Agreement made by and between the **HOMEMAKERS OF THE MOHAWK VALLEY, INC, d/b/a/ CAREGIVERS**, a domestic business corporation organized and existing under the laws of the State of New York, located at 2465 Sheridan Drive, Tonawanda, New York 14150, service locations at 1900 Genesee Street, Utica, New York 13502, and 111 East Chestnut Street, Suite 205, Rome, New York 13440, hereinafter referred to as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 park Ave., Utica, New York 13501, by and through its department of **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter referred to as the "**COUNTY**," collectively, the "Parties."

### WITNESSETH:

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**WHEREAS**, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSEP, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds; and

**WHEREAS**, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

**WHEREAS**, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

**WHEREAS**, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. **TERM OF AGREEMENT**

A. The terms of this Agreement shall commence **April 1, 2017 and terminate March 31, 2018**.

B. The **COUNTY** and the **CONTRACTOR** may negotiate this Agreement annually. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with **CONTRACTOR** on an annual basis, and **COUNTY** reserves the right to seek the same or similar Services from third parties.



## 2. SCOPE OF SERVICES- EISEP/III-E SERVICES

A. The **CONTRACTOR** agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the **COUNTY's** EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) or older and who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activities of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) or older and who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activities of Daily Living.

B. Residents who are eligible for services shall be referred to as "clients."

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C. The **CONTRACTOR** and **COUNTY** agree that all EISEP/III-E funded homemaker/personal care (PCA Level II), housekeeper/personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the **CONTRACTOR** shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

D. The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

E. The **COUNTY** and **CONTRACTOR** agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

F. The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with New York State regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)

- 5) some or total assistance with listing needed supplies; (Level I & II)
  - 6) some or total assistance with shopping for the client; (Level I & II)
  - 7) some or total assistance with client's laundry; this may include necessary ironing and mending; (Level I & II)
  - 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
  - 9) escort assistance in getting to various appointments and community activities; (Level I & II)
  - 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
  - 11) some or total assistance with dressing; (Level II)
  - 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails, teeth, and mouth; (Level II)
- 
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan, commode or toilet; (Level II)
  - 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
  - 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
  - 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
  - 17) some assistance with feeding; (Level II)
  - 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
  - 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
  - 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II)
  - 21) assistance with changing of simple dressings. (Level II)

G. For the activities described herein, the measure of a UNIT is equal to one (1) hour of service to or on behalf of the client.

H. The **CONTRACTOR** agrees to assign a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

I. The **COUNTY** and **CONTRACTOR** agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

J. The **CONTRACTOR** understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;

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- 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
- 3) provide information concerning the **CONTRACTOR**;
- 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
- 5) conduct scheduled visits to the client's home at least every six (6) months;
- 6) conduct unscheduled visits to the client's home at least one (1) time a year;
- 7) evaluate the worker's performance of the required tasks;
- 8) provide to the worker appropriate information, consultation, instruction and demonstration as needed;
- 9) determine the extent to which client needs are appropriately and adequately being met;
- 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit; and
- 11) provide an opportunity to discuss in private with the client/authorized representative the service being provided.

K. When a service promised by the **CONTRACTOR** for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the **CONTRACTOR** must notify the **COUNTY** immediately via the approved fax form.

L. Any incident that occurs during an agency workers' presence must be reported immediately in writing to the **COUNTY** on the specified fax form.

M. The **CONTRACTOR** agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health. Each worker shall be instructed on how to work with the elderly. Each worker shall receive an orientation, prior to delivering any in-home services.

N. Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the **CONTRACTOR**'s agency; and
- 3) the rights of clients as set forth in the EISEP standards and regulations.

O. MEDICAID PROCEDURES:

1) The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to clients in adult residential care facilities which had previously been provided by such facility.

2) The **COUNTY** agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

3) The **CONTRACTOR** agrees to bill Medicaid and credit the **COUNTY** for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date. The **COUNTY** will process prior approvals for Medicaid billing for services provided in this section.

4) The **COUNTY** agrees to notify the **CONTRACTOR** of client approval for Medicaid.

5) The **CONTRACTOR** shall credit the **COUNTY** for Medicaid payments received.

6) The **CONTRACTOR** and the **COUNTY** shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

7) The **COUNTY** shall process prior approvals for Medicaid billing for services provided in this section.

8) The **CONTRACTOR** agrees to work in cooperation with the **COUNTY** to develop a comprehensive service delivery system for the EISEP/III-E Program.

P. Notwithstanding any other provisions in this Agreement, the **CONTRACTOR** and the **COUNTY** remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both **CONTRACTOR** and **COUNTY** staff to the Home Care Plan established for the clients.

Q. The **COUNTY** shall provide the **CONTRACTOR** with a care plan, confirmation of documentation, and a PCA approval form. This documentation shall be provided at the time of referral and every six months thereafter. It is the responsibility of the **COUNTY** to develop the care plan according to regulations and to obtain required physician(s) orders related to the **COUNTY** services being provided by the **CONTRACTOR**. It is also understood that a registered nurse from the **COUNTY** will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment or a new physician orders a revised care plan shall be developed by the **COUNTY** and a copy sent to the **CONTRACTOR** at that time.

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### 3. PERFORMANCE OF SERVICES

A. The **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. **CONTRACTOR** shall use **CONTRACTOR'S** best efforts to perform the services such that the results are satisfactory to the **COUNTY**. **CONTRACTOR** shall be solely responsible for communications with the client or client's caregiver in order to determine the location, method, details and means of performing the services, except where Federal, State or local Laws and Regulations impose specific requirements on performance of the same.

B. **CONTRACTOR** may, at **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as **CONTRACTOR** deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the **COUNTY**, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

C. **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

4. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all Parties that the **COUNTY** shall reimburse the **CONTRACTOR** for EISEP/III-E services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support III-E grants.

B. The **COUNTY** agrees to reimburse the **CONTRACTOR** the rates of **\$18.50 per hour** for homemaker/personal care (PCA Level II), and **\$17.85 per hour** for housekeeper/chore (PCA Level I). A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments when the client is attending less than five (5) hours per day.

C. The total payments for this Agreement shall not exceed One Hundred Twelve Thousand Seven Hundred Dollars (**\$112,700.00**).

D. Reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions, attached hereto as **APPENDIX C**.

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E. The **COUNTY** shall not be liable for any late fees for any interest in late payments.

F. The obligations of the Parties hereunder are conditioned upon the continued availability of State and **COUNTY** funds. Should funds become unavailable or should appropriate State and **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** 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 **COUNTY** be responsible for any actual or consequential damages as a result of termination.

G. The **COUNTY** reserves the right to withhold payment under this Agreement due to **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

- 1) defective services;
- 2) third party claims;
- 3) failure of the **CONTRACTOR** to pay its subcontractors, if any;
- 4) damage to the **COUNTY**; or
- 5) failure to carry out the services in accordance with this Agreement.

H. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

5. **TRAINING**

A. **CONTRACTOR** shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by the Federal, State or Local Law and Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulation necessary to perform the services described herein, **CONTRACTOR** shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its employees, subcontractors and/or partners to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The **CONTRACTOR** and its employees, subcontractors and/or partners, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. **CONTRACTOR** and **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be eligible for compensation from the **COUNTY** 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.

D. The **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its employees, subcontractors and/or partners, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization,

and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). **CONTRACTOR** shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

H. The **CONTRACTOR** agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

## 7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** agrees to furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

## 8. NON ASSIGNMENT CLAUSE

A. The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.



9. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the County of Oneida, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The **CONTRACTOR** shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging and Continuing Care. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.***"). The **CONTRACTOR** should forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

10. NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- 1) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination);
- 2) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92];
- 3) Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- 4) Older Americans Act;
- 5) Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
- 6) Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.);
- 7) Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors);
- 8) Equal Access to Services and Targeting Policy (12-PI-08);
- 9) Elder Law.

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train

staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

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#### 11. GRIEVANCE PROCEDURES

A. The **CONTRACTOR** agrees to implement the **COUNTY'S** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B**.

#### 12. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions, refer to **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting client contributions for all clients who attend Office for the Aging and Continuing Care funded day care program. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded by the client, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant

supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period."  
REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

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H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the contract is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

### 13. INDEMNIFICATION

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, 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 services of the **CONTRACTOR** and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this

Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the **CONTRACTOR** agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

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B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. The **CONTRACTOR** shall not commence services until such insurance has been approved by the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. **COUNTY** reserves the right to require the Contractor to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**. The **COUNTY** must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall 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/or 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 (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.

2) The **COUNTY** shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

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F. Business Auto Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the **COUNTY**.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of

coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. Workers Compensation and Employers Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and its sub-contractors, if any, fails to provide the required insurance documentation in a timely manner.

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L. Waiver of Subrogation: **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per the requirements stated above.

## 15. REPORTING REQUIREMENTS

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate client records on each EISEP client who receives services through this program; the **COUNTY** shall have access to the client records upon request; the **COUNTY** shall have ownership of all patient's records and files.

D. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

16. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

A. This Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other Party.

C. The **CONTRACTOR** agrees that in the event of termination, the **CONTRACTOR** shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the clients' behalf.

18. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.



19. **INCORPORATION BY REFERENCE**

A. All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

20. **STANDARD ADDENDUM**

A. The **CONTRACTOR** agrees to comply with the County's Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

21. **CHOICE OF LAW/FORUM**

A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

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B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

22. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

23. **NON WAIVER**

A. 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.

24. **SEVERABILITY**

A. 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.

25. **AUTHORITY TO ACT/SIGN**

A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

26. **ADVICE OF COUNSEL**

A. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

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*[The remainder of this page has been intentionally left blank]*

IN WITNESS THEREOF, the Parties have here unto set their hand on the date respectively stated.

**CONTRACTOR**

C-PR

Carmen Flitt, ~~Vice President/CFO~~ CEO  
Homemakers of the Mohawk Valley, Inc.  
d/b/a "Caregivers"

3/23/17

Date

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**COUNTY OF ONEIDA**

Anthony J. Picente, Jr., County Executive

Date

**OFFICE FOR THE AGING AND CONTINUING CARE**

Michael J. Romano

Michael J. Romano, Director  
Oneida County Office for the Aging

4/13/17

Date

**Approved:**

Merima Smajic, Esq., Assistant County Attorney

Date

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
~~Single Audit Act of 1984 (31 USC 7501, et. seq.)~~

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USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19 - J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
**New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)**  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
**NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)**  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

## APPENDIX B

### Oneida County Office for the Aging

#### **Grievance Procedures**

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

#### **Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### **Denial of Service or Client's Un-satisfaction of Service**

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, ~~reassessment determined services no longer needed, or client is disruptive to the program.~~ For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### **Grievance Process**

##### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.

- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

### **Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

### **Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

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Oneida County Office for the Aging  
2015-2016  
**Voucher Instructions**  
**For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank

5. **Quantity/Description of Material or Service/Unit Price/Amount:**

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- ✓ State the number of units of service and the description of services performed during the month.
- ✓ List the Unit Price as stated in the Contract Budget.
- ✓ Place the amount (Units X Unit Price) in the Amount column.
- ✓ Place the amount to be reimbursed in the Total block.
- ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.

6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.

7. **Voucher Backup**

- ✓ Attach CAARS monthly report.
- ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
- ✓ Attach appropriate backup:
  - Payroll certification sheets and time sheets signed by Agency employee.
  - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
  - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
  - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
  - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. **Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.

- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget** (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

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**APPENDIX D**  
**Standard Contract Clauses Addendum**

THIS ADDENDUM, 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. Executory or Non-Appropriation Clause.**

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- a. 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.**

- a. Pursuant to Oneida County Board of Legislators 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 tension, 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 clients 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 (1), (0), (0), (d), (0), (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.
- 3. 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 (HIPAA).** 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 "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, 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.

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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.**

- a. 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.
- b. 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.**

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. 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.
- b. 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.**

- a. 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).
- 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.
- c. 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.

- d. 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.
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David L. Mathis  
 Director, Workforce Development

Anthony J. Picente, Jr.  
 Oneida County Executive

March 10, 2017

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

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

FN 20 17-194

*[Signature]*  
 Anthony J. Picente, Jr.  
 County Executive

HEALTH & HUMAN SERVICES

WAYS & MEANS

Date 5-3-17

Dear County Executive Picente:

Attached for your approval and signature are three (3) copies of a revenue-generating Lease Agreement between Oneida County Workforce Development and the New York State Office of General Services/New York State Department of Labor.

This is a renewal of a Lease Agreement which expired on April 30, 2015. The terms remain unchanged.

By means of this Lease Agreement, the NYS Department of Labor will pay Workforce Development \$20,364 annually for space DOL uses at the Rome Working Solutions One-Stop Center, located at 300 West Dominick Street, Rome. As you know, Workforce Development manages the Rome One-Stop Center on behalf of the Local Workforce Investment Area. The attached Lease Agreement is for a five-year term and is retroactive to May 1, 2015, expiring April 30, 2020.

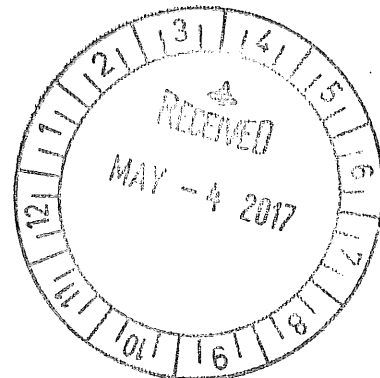
**Board of Legislators' approval is required for you to sign the attached Lease Agreement.** As this is a revenue-generating Lease, **no Oneida County dollars will be expended.** Once Board approval has been secured and you have affixed your signature, please return all three copies to my office for forwarding to the Office of General Services to complete the signature process.

Thank you for your assistance. I can be reached at x5908, if you have any further questions regarding this matter.

Sincerely,

*David Mathis*

David L. Mathis, Director  
 Oneida County Workforce Development



ONEIDA COUNTY WORKFORCE DEVELOPMENT  
 209 Elizabeth Street, Utica, NY 13501  
 315-798-5908  
 e-mail: dmathis@ocgov.net



"We are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities"

Oneida Co. Department: Workforce Development

Competing Proposal  
Only Respondent  
Sole Source RFP  
Other X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Office of General Services  
Real Estate Planning & Development  
Empire State Plaza, Corning Tower, 26<sup>th</sup> Floor  
Albany, NY 12242

**Title of Activity or Service:** REVENUE Lease Agreement

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**Proposed Dates of Operation:** May 1, 2015 to April 30, 2020

**Client Population/Number to Be Served:** Visitors to Rome Working Solutions One-Stop Center. Number served varies annually

**Summary Statements**

**1) Narrative Description of Proposed Services:**

The NYS Department of Labor will pay Workforce Development \$20,364 annually for space DOL uses at the Rome Working Solutions One-Stop Center. Workforce Development manages the Rome One-Stop Center on behalf of the Local Workforce Investment Area. The Lease Agreement is for a five-year term and is retroactive to May 1, 2015.

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

**3) Program Design and Staffing: N/A**

**Total Funding Requested:** \$101,820.00 REVENUE Account # J4824

**Oneida County Dept. Funding Recommendation:** \$101,820.00

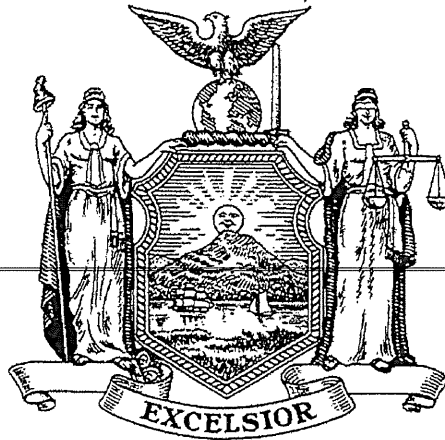
**Proposed Funding Sources (Federal \$/State \$/County \$):** State \$ This is a revenue-generating Lease.

**Cost per Client Serviced:** N/A

**Past Performance Data:** This is a renewal of a Lease Agreement.

**O.C. Department Staff Comments:** This Lease Agreement will generate \$20,364 in annual income for Oneida County Workforce Development. Approval is strongly recommended.

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
OFFICE OF GENERAL SERVICES  
REAL ESTATE PLANNING & DEVELOPMENT  
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA  
CORNING TOWER, 26<sup>TH</sup> FLOOR  
ALBANY, NY 12242



MEMORANDUM OF UNDERSTANDING

300 West Dominick Street  
Rome, New York 13440

County of Oneida  
800 Park Avenue  
Utica, New York 13501

Project No.: PJM-16007  
SFS Project No.: 00000000016007

The New York State Department of Labor

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STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
NEW YORK STATE OFFICE OF GENERAL SERVICES  
REAL ESTATE PLANNING & DEVELOPMENT  
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA  
CORNING TOWER, 26<sup>TH</sup> FLOOR  
ALBANY, NY 12242

**PARTIES**

This memorandum of understanding (hereinafter referred to as the "MOU") is made this Twenty-Eighth day of July in the year Two Thousand Sixteen by and between the County of Oneida, having a principal place of business located at 800 Park Avenue, Utica, New York 13501, for itself, its heirs, executors, administrators, trustees, distributees, successors, assigns, and legal representatives (hereinafter referred to as the "County"), and The People of the State of New York, acting by and through the Commissioner of General Services (hereinafter referred to as the "Commissioner"), pursuant to Article 2, Section 3(12) of the New York State Public Buildings Law (hereinafter referred to as the "State"). The foregoing are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH; the Parties for the considerations set forth herein covenant and agree as follows:

**1. LETTING / PREMISES / USE**

The County hereby leases and grants exclusive possession to the State, and the State hereby hires from the County the following Premises: approximately 1,697 rentable square feet, which includes the use and occupancy of all space used directly, indirectly and in common with the County, in the building located at 300 West Dominick Street, in the City of Rome, County of Oneida, State of New York (hereinafter referred to as the "Building") as shown on the floorplan which is annexed to this MOU as Exhibit "1" (hereinafter referred to as the "Premises" or the "Demised Premises"). The Demised Premises shall be used for the official business of the State by the New York State Department of Labor or by such other departments, commissions, boards or officers of the State of New York as may be entitled by law to use the same or to which the Premises may be allotted by the Commissioner as provided by the Public Buildings Law (the foregoing are hereinafter collectively referred to as the "Occupying Agency").

**2. TERM**

The term (hereinafter referred to as the "Term") of this MOU shall commence on May 1, 2015 (hereinafter referred to as the "Commencement Date") and shall expire, unless sooner terminated on April 30, 2020 (hereinafter referred to as the "Expiration Date" or the "Termination Date").

**3. FIXED RENT**

Beginning on the Commencement Date, the Occupying Agency shall pay to the County rent (hereinafter referred to as the "Rent") for the Premises at a rate of Twenty Thousand, Three Hundred Sixty-Four and 00/100 Dollars (\$20,364.00) per annum. Payment shall be made on a monthly basis, on the first day of the month, in the amount of One Thousand, Six Hundred Ninety-Seven and 00/100 Dollars (\$1,697.00).

In order to receive payment, the County shall provide invoices for the Rent to the Occupying Agency, in accordance with Section 51 of this MOU, and the name and address that should be used on those invoices for the County is: The County of Oneida, 800 Park Avenue, Utica, New York 13501.

The invoices must contain all information and supporting documents required by this MOU, the Occupying Agency, the State and/or the Office of the State Comptroller (hereinafter referred to as "OSC").

Payment for invoices submitted by the County shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in her sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices, including but not limited to, Article 11-A of the New York State Finance Law. The County shall comply with OSC's procedures to authorize electronic payments. Authorization forms are available at the OSC website at <http://www.osc.state.ny.us/vendors/ePayments.htm>, by e-mail at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 518-474-4032. The County acknowledges that it will not receive any payment allowed for in this MOU, or payment on any invoice submitted under this MOU, if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by check as set forth above.

4. TAX ESCALATIONS

INTENTIONALLY DELETED

5. OPERATING EXPENSE ESCALATIONS

INTENTIONALLY DELETED

6. EXECUTORY PROVISION

As required by law, this MOU shall be deemed executory only to the extent of the monies available to the State or the Occupying Agency for the leasing of said Premises and no liability shall be incurred by the State beyond the monies available for such purpose. Notwithstanding the foregoing, if the monies available therefor are monies appropriated for and made available to one or more departments, commissions, boards, or officers other than the State or the Occupying Agency, this MOU shall be deemed executory only to the extent of the monies available to the one or more departments, commissions, boards, or officers to which the Premises shall be allotted by the Commissioner and no liability in such cases shall be incurred by the State beyond the monies available for such purposes.

7. POSSESSION

INTENTIONALLY DELETED

8. RENEWAL

INTENTIONALLY DELETED

9. CANCELLATION

At any time after May 1, 2017, the Commissioner may, in her sole discretion and regardless of whether monies are available for the payment of Rent, give the County notice, in compliance with Section 51 of this MOU, of the State's election to terminate this



MOU on a day therein mentioned and not fewer than ninety (90) days' from the date of such notice; and thereupon this MOU shall terminate on the day set forth in the notice with the same force and effect as though that day were the last day of the Term of this MOU.

#### 10. HOLDOVER

Any holdover after the expiration of the Term, or any extensions thereof, shall be construed to be a tenancy from month-to-month and shall to the extent not inconsistent with this provision be on the same terms and conditions as set forth in this MOU.

#### 11. ELECTRIC SERVICE

The Commissioner encourages the Parties to take steps to reduce energy consumption with respect to this section. Floor plans and design shall, to the extent possible, be developed in a manner to maximize natural lighting and heating, ventilating and air conditioning (hereinafter referred to collectively as "HVAC") efficiencies that meet or exceed the Energy Conservation Construction Code and the specifications contained in the OGS Material Specifications for Leased Facilities (hereinafter referred to as the "MSLF"), attached to this MOU as Exhibit "4." These specifications require the use of energy conservation measures, such as: Energy Star rated products, programmable thermostats, motion and lighting sensors, low wattage fluorescent lighting, and high efficiency variable speed motors/controllers. The County and the State shall also work cooperatively together to improve building efficiency and operational procedures through the use of measures such as angling blinds to limit solar gains.

At its sole cost and expense, the County shall furnish and maintain, throughout the Term of this MOU or the extension thereof, the following: electric service distribution equipment, lighting fixtures, wiring, electric service of sufficient capacity and quality for properly lighting the Premises and for the operation of the State's occupancy including, in addition to normal building requirements, electrical services for the Occupying Agency's computer, data or telephone server and distribution rooms, electrical office equipment and appurtenances.

At its sole cost and expense, the County shall also maintain a revenue grade electric meter or submeter to clearly measure the consumption of all electrical power used within the Demised Premises.

The cost of electric current consumed in the Building and the Demised Premises and for the general lighting and operation of the Occupying Agency's office appliances and air conditioning equipment shall be paid for by the County.

At its sole cost and expense, the County shall provide and replace all electric ballasts, lamps and bulbs in lighting fixtures in the Building and the Premises during the Term of this MOU. The County shall implement a program to appropriately recycle the replaced lighting ballasts, lamps and bulbs in an environmentally sensitive manner.

Lighting levels, electrical devices and the design of energy consuming equipment shall comply with the most current adopted version of the Energy Conservation Construction Code that is in place at the time the building permit is issued and the OGS MSLF, attached to this MOU as Exhibit "4." Within the limitations of

the Energy Conservation Construction Code the following general levels of illumination, measured in foot candles, shall be provided and maintained:

- a. Office Areas - 45, at work surface (generally 30 inches above finished floor),
- b. Corridors - 35,
- c. Lobbies - 40.

The measurement of the actual foot candle levels will be accomplished in accordance with the Illuminating Engineering Society's standards and practices and procedures for measuring light level uniformity. Exit and emergency illumination shall be designed and installed in accordance with the latest adopted version of the New York State Building Code.

## 12. HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

The Commissioner encourages the Parties to take steps to reduce energy consumption. The County shall provide a written description of the existing Building and/or Demised Premises HVAC system(s), including operating hours, energy management, ~~maintenance schedules and any other pertinent requirements,~~ and indicate any portion(s) of the HVAC system(s) that are serving other occupants or the common areas of the Building. The County shall furnish, install and operate an adequate and suitable year-round environmental control system and appurtenances which shall be capable of providing the following:

- a. The heating portion of the system shall be capable of maintaining heat when necessary for the proper comfort of the occupants, which shall be not less than sixty-eight (68) degrees Fahrenheit or more than seventy-five (75) degrees Fahrenheit, throughout the Demised Premises.
- b. The ventilation of the said system shall be in accordance with the current New York State Building Standards and Codes including applicable American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (hereinafter referred to as "ASHRAE") standards (e.g., ASHRAE 55, 62.1 and 90.1). For example, current requirements for office spaces may call for the introduction of a minimum of 20 cubic feet per minute (CFM) per person of outside air, tempered as required. The capacity of the system(s) shall be based on climatic design conditions for one percent (1%) frequency of design dry-bulb and mean coincident wet-bulb as described in said New York State Codes and reference standards. The State and the Occupying Agency stipulate that for the purpose of this section the maximum number of people in the Demised Premises shall not exceed building code limitations for occupancy and use.
- c. The air conditioning or cooling portion of the system shall be capable of maintaining indoor conditions of not more than seventy-eight (78) degrees Fahrenheit dry-bulb and not greater than sixty percent (60%) relative humidity. When the air conditioning system is operational, no energy shall be used to maintain a relative humidity in the space below sixty percent (60%) in accordance with the New York State Energy Conservation Construction Code. Conference, training and hearing rooms shall be capable of maintaining temperature and ventilating conditions as stated above

by means of an independent thermostatic control for each room. Use of a dedicated variable air volume box will be acceptable if temperature and ventilating requirements can be maintained at full room occupancy load; otherwise a separate independent air conditioning system will be required. Outside air, tempered as required, shall be supplied for ventilation as stated in paragraph (b) above for the number of occupants calculated in accordance with the New York State Building Code for each conference, training and hearing room.

- d. Thermostatic controls in the Demised Premises shall allow the State and the Occupying Agency to lower the heating set point or raise the air conditioning set point beyond the above levels if directed to do so by the Commissioner or other appropriate authority in order to conserve energy.
- e. The cost of heating fuel consumed in the Building and the Demised Premises shall be paid for by the County. The County shall also pay for all costs of service and ~~maintenance, including filter changes for the HVAC~~ system(s) servicing the Building and the Demised Premises.

**13. BUILDING ACCESS FOR UTILITY SERVICES AND STATE AND OCCUPYING AGENCY ACCESS**

The County shall at all times provide the State and the Occupying Agency with reasonably direct access from the Premises to the points of entry to the Building for all utility services usually and customarily utilized by office tenants and available at the Building, including, without limitation, telephone, electric, gas and cable (hereinafter referred to collectively as the "Utility Services").

The State, or the Occupying Agency on behalf of the State, shall have the right to install, use, repair, replace and maintain Utility Services between points of access to the Building and the Premises and shall have and enjoy continual rights of access, ingress and egress over the lands on which the Premises are situate, to enable the State, or the Occupying Agency on behalf of the State, to effectively access and use such Utility Services. These rights can be exercised by the State, the Occupying Agency or utility companies or other third parties acting on behalf of the State or the Occupying Agency.

To the extent necessary for access to and use of the Utility Services, the State, or the Occupying Agency on behalf of the State, shall have, appurtenant to the Premises, the non-exclusive right to use, in common, all necessary facilities, areas and spaces of the Building used or identified as common areas, including, without limitation, lobbies, corridors, stairways, elevators, loading docks, shafts, pipe chases, vents and ducts located in the Building or on the Premises, as the case may be.

The County shall, upon the State's request, afford utility companies or other third parties access to the Building and the Premises for the purpose of locating, installing and maintaining Utility Services, and the County shall execute, at its expense, any and all documents, agreements and instruments in order to effectuate the same. The State, or the Occupying Agency on behalf of the State, shall have the right to enter into reasonable agreements with utility companies or other third parties providing

Utility Services creating easements in favor of such companies and/or other third parties as are required in order to service the Premises, and the County covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate the same, all at the Occupying Agency's cost and expense.

No action shall be taken by the Occupying Agency pursuant to this section without the prior, written consent of the State.

The County shall provide the State and the Occupying Agency access to the Building daily from 6:00 A.M. to 8:00 P.M., Mondays through Fridays, excluding State Legal Holidays, and from 7:00 A.M. to 5:00 P.M. on Saturdays, Sundays and State Legal Holidays. The Demised Premises shall be open daily Mondays through Fridays, excluding State Legal Holidays, from 8:00 A.M. to 5:00 P.M. (hereinafter referred to as the "Normal Business Hours"). As used herein, the term "State Legal Holidays" shall mean the calendar of legal holidays as established and maintained by the New York State Department of Civil Service. Annual updates of the State Legal Holidays are available at [http://www.cs.ny.gov/attendance leave/index.cfm](http://www.cs.ny.gov/attendance%20leave/index.cfm); once you are on the website, scroll down to ~~Calendars of Legal Holidays~~ and click on the year in question. Notwithstanding the forgoing, any day that is determined to be a floating holiday by the State shall not be considered to be a State Legal Holiday, but shall be considered to be a normal work day for the State and the Occupying Agency, and the County shall provide all services required to be provided by this MOU on such days.

#### 14. PARKING

The County shall provide the State with on-site, in-common paved parking spaces, for the use of the Occupying Agency, and will keep such parking spaces free of ice, snow and debris, at no additional charge to the State or the Occupying Agency, during all times that the State and the Occupying Agency have access to the Building.

#### 15. WATER

The County shall furnish, at its own expense, hot and cold potable water from the local supply sufficient for drinking, washroom and cleaning purposes in the Demised Premises.

#### 16. JANITORIAL SERVICE

The County shall provide janitorial services in accordance with the specifications set forth in Schedule "A" annexed to and made a part of this MOU.

Governor Paterson's Executive Order 4 (hereinafter referred to as "EO-4"), which was continued by Governor Cuomo's Executive Order 2, directs all State agencies and authorities to purchase green products and promote sustainability. EO-4, a copy of which is annexed to this MOU as Exhibit "5," directs State agencies and authorities to develop and implement specific projects, programs and policies designed to reduce the public health and environmental impacts of the activities and operations of the agency or authority, including: the reduction or elimination of the use and generation of toxic substances, pollution and waste; the reduction, reuse, recycling and composting of solid waste; and the maximization of the use of environmentally preferable or "green" commodities, services and technology.

In an effort to assist State agencies and authorities in complying with these directives, the New York Interagency Committee on Sustainability and Green Procurement approved specifications for Industrial/Institutional Cleaning Products and Hand Soap/Cleaner. These specifications, along with other approved specifications, can be found at: <http://www.ogs.ny.gov/EO/4/ApprovedSpecs.asp>.

In order to comply with these directives, the County and the Occupying Agency have agreed that the County will make careful selection of effective janitorial cleaning products and equipment that reduce or eliminate the health and environmental risks from the use or release of toxic substances and minimize the risks of discharge of pollutants into the environment.

In addition, EO-4 requires State agencies and authorities, to the maximum extent practicable, to purchase janitorial paper and other paper supplies, including but not limited to bathroom tissue and paper towels, that are processed chlorine-free and composed of 100% post-consumer recycled content. EO-4 also requires State agencies and authorities, to the extent practicable, to implement effective programs to source separate recyclable materials, including paper, metal, glass and plastic, that will maximize materials recovery and reduce waste. The County agrees to assist the Occupying Agency in meeting these requirements by, to the maximum extent practicable, making careful selection of janitorial paper and other paper supplies, including but not limited to, bathroom tissue and paper towels, in order to use products that are composed of one hundred percent (100%) post-consumer recycled content and processed chlorine-free.

Additional information on these requirements and EO-4 are available from OGS, upon request.

The County acknowledges an understanding of these State policies and pledges to cooperate with the State in their implementation.

The County and the Occupying Agency shall also comply with local recycling laws enacted under New York State General Municipal Law § 120-aa, requiring that solid waste be separated into recyclable, reusable or other components.

#### 17. PEST CONTROL

The County shall implement and maintain, at its cost, an Integrated Pest Management (hereinafter referred to as the "IPM") program for the Building and grounds of which the Demised Premises are a part. The IPM program shall provide for an overall plan which minimizes the use of toxic pesticides, and provides for an on-going, practical, least-toxic approach to preventing and/or treating pest infestation. It shall provide for technical training for the County's employees directly involved in pest control; establish an inspection program to identify infested zones, type(s) of infestation, and pest population levels; and detail procedures to be implemented should a pest infestation problem develop.

The County shall initially employ non-chemical means to eliminate pest infestation, localizing treatment whenever necessary to a defined affected area, using baits and traps rather than traditional chemical applications. At a minimum, semi-annual inspections (spring and fall) shall be conducted by the County or its contractor to identify and correct structural conditions allowing pests access (interior and exterior cracks, openings,

crevices and ledges, etc.). The preventative measures of this IPM program shall include controls to ensure proper cleaning/maintenance, handling and disposal of food and organic waste products, and reviews of environmental conditions or practices of the State or the Occupying Agency which increase the potential for pest problems.

Application of pesticides should be avoided unless subsequent inspection or monitoring indicates the continued presence of pests in a specific area after non-chemical means have been exhausted or have been found to be ineffective. An actual specimen or recent sign of the pest must be confirmed before pesticides are applied. The least toxic pesticide, of the pesticides available to treat a specific problem, shall be selected. All pesticides used must be registered with the Environmental Protection Agency and appropriate State and/or local jurisdictions, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, State, and local laws and regulations.

The County and the Occupying Agency shall each designate an on-site liaison to review and coordinate necessary IPM program ~~activities in the Building and the Demised Premises.~~ The State and the Occupying Agency shall be given an opportunity to review, and reasonable time to comment on the content of, and coordinate with, the schedule of events specified in the IPM program. This opportunity will be provided through notification from the County prior to the implementation of the IPM program.

Pesticide and herbicide treatment(s), when necessary, shall be scheduled for late Friday afternoons or evenings unless alternative times for such treatment applications are scheduled by mutual agreement with the Occupying Agency's IPM program liaison. The State and the Occupying Agency shall be notified of the location(s) of planned pesticide and herbicide treatments twenty-four (24) hours prior to such chemical application(s). The County shall furnish the Occupying Agency's IPM program liaison(s) with Material Safety Data Sheets for all pesticides and herbicides prior to their use in the Building or on the grounds of which the Demised Premises are a part.

#### 18. REPAIRS

The County shall take good care of the Building, the Demised Premises, and the fixtures and appurtenances thereto, and shall make all repairs necessary to put and keep the same in good order and condition, at its own cost and expense, except that repairs that are required as a result of negligence of the State or the Occupying Agency or their officers and employees, when acting within the course and scope of their employment, shall be performed by the County, at the State or the Occupying Agency's cost, as the case may be.

#### 19. ISSUES / PROCESS

The County and the Occupying Agency shall each designate an on-site representative. All issues, complaints and requests for services shall be in writing, utilizing the "Request for Compliance Services" form attached to this MOU as Exhibit "2," which form shall be delivered electronically by the Occupying Agency's representative to the County's representative. A copy of such form shall be returned to the Occupying Agency's representative, electronically, at such time as the issue is resolved, indicating what, if any, action was taken and, if no action was taken, the reason therefor. The County's representative shall maintain a log

in which shall be recorded the date and nature of the request, and the date and resolution of the request. Such log shall be available, electronically, upon request, for the State and the Occupying Agency's inspection. The provisions of this section shall not be construed as superseding the other notice requirements and provisions of this MOU.

20. COMPLIANCE WITH LAWS

The County shall, at its own cost and expense, ensure that the Building and the Premises comply with all applicable federal, State or local laws, rules, orders, ordinances and regulations at any time issued or in force, and the requirements of any insurance policy covering the Building, the Premises and the contents or improvements thereto, which supersede base building code and/or municipal codes and laws. The State and the Occupying Agency agree that they will not use the Premises for any purpose which shall violate any applicable laws, rules, orders, ordinances and regulations.

21. COUNTY'S RIGHT OF ENTRY

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~~The State and the Occupying Agency shall permit the County, at all usual and proper times, to enter the Premises for the purposes of inspection or sale, and to make repairs and improvements to all parts of the Building, and to comply with all governmental orders and requirements applicable to the Building and the Premises. The County, in exercising its rights under this section, shall not unreasonably interfere with the State and the Occupying Agency's access, use and occupancy of the Premises.~~

22. TO LET SIGNS

The State and the Occupying Agency shall permit the County, during the three (3) months immediately prior to the expiration of the Term, to place the usual notices of availability upon the exterior of the Demised Premises.

23. DESTRUCTION OF PREMISES

If the Building or the Demised Premises are destroyed or so injured by fire or the elements or any cause as to render the Premises untenable or unfit for the State's or the Occupying Agency's uses, as the State in its sole discretion may determine, the State may serve notice, in compliance with Section 51 of this MOU, declaring its intent to vacate the Premises and may thereafter, as soon as practicable subsequent to the provision of notice, quit and surrender the entire Demised Premises, in which event Rent shall abate from the time of the destruction or injury, and the State and the Occupying Agency shall be relieved of further liability under this MOU.

If, however, the Building (in the reasonable judgment of the County) or the Demised Premises (in the reasonable judgment of the State) shall be so destroyed or so injured by any cause aforesaid so as not to be rendered unfit for occupancy, then the County shall repair the same with reasonable promptness, and in that case the Rent shall abate from the time of the destruction or injury until the completion of such repair period, except only that the Occupying Agency shall, during such time, pay a pro-rata portion of such Rent apportioned to that portion of the Demised Premises which are in a condition for occupancy or which may be actually occupied during such repair period.

All improvements or betterments placed by the State or the Occupying Agency in the Demised Premises shall, however, in any event, be repaired and/or replaced by the State or the Occupying Agency at their own expense and not at the expense of the County, provided that the injury and damage to such improvements or betterments was caused without the fault or neglect of the County, its agents or employees. In the event that such injury or damage was caused through the fault or neglect of the County or its agents or employees, the County shall be responsible for the cost to repair or replace the same, as determined by the State and/or the Occupying Agency.

If the Demised Premises are destroyed or damaged by fire or the elements or by any other cause, the State shall notify the County with reasonable promptness, in compliance with Section 51 of this MOU.

In the event the Premises are so damaged or destroyed as above described, any advance Rent paid by the Occupying Agency to the County shall be apportioned to the date of the damage or destruction and the difference promptly returned by the County to the Occupying Agency.

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This section shall be deemed an "express agreement to the contrary" within the meaning of Section 227 of the New York State Real Property Law.

**24. SET OFF**

In the event the County refuses or fails to make repairs or to provide services for which it is responsible under the terms and conditions of this MOU, the State, after five (5) business days' written notice, in compliance with Section 51 of this MOU, may, at its sole option, either: (i) make such repairs or provide such services, and the Occupying Agency may deduct all the costs incurred thereby from the Rent which is or shall be owing to the County; or (ii) not make such repairs nor provide such services and the Occupying Agency may deduct from said Rent a reasonable amount for the diminution in the value of the Premises due to such disrepair or lack of services. The provisions of this section are in addition to, and not in lieu of, any and all rights and remedies available to the State at law or in equity.

**25. MITIGATION OF DAMAGES**

In the event the State quits the Demised Premises such that the Occupying Agency remains responsible for the payment of Rent to the County, the total Rent to be paid to the County shall be reduced by that portion of the Rent attributable to charges for Utility Services, as the same are defined in Section 13 of this MOU, and other services which the County is obligated to provide pursuant to the terms of this MOU, whether or not such charges have been itemized.

Furthermore, in the event the State shall so quit the Premises, the County shall be obligated to make all reasonable efforts to re-let the Demised Premises in order to cover the costs otherwise accruing to the State and/or the Occupying Agency. The County shall not, in any event, be required to pay the State or the Occupying Agency any surplus of any sums received by the County on a re-letting of said Premises in excess of the Rent reserved in this MOU.



26. SUBORDINATION

This MOU is subject and subordinate to all ground or underlying leases, and to all mortgages which may now or hereafter affect such leases, or the real property of which the Building and the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. However, no property owned or removable by the State or the Occupying Agency shall be subject to the lien of paramount mortgages. This provision shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, however, the State shall, upon the reasonable request of the County, promptly execute a certificate to such effect, in a format that is acceptable to the State.

This MOU shall be subject and subordinate to the lien of any future mortgage or any future underlying lease, provided that the holder of any such mortgage or the landlord under any such underlying lease shall agree in the mortgage or lease, or otherwise, that this MOU shall not be terminated or otherwise affected by the enforcement of any such mortgage or underlying lease, ~~provided that, at the time thereof, the State shall not be~~ in default, and the State, when requested by the holder of such mortgage, or the landlord, under any such underlying lease, shall execute an attornment agreement, in a format that is acceptable to the State, to the holder of such mortgage, or the landlord, under any such underlying lease, should either succeed to the rights of the County under this MOU.

Copies of the estoppel agreement and subordination, non-disturbance and attornment agreement utilized by the State can be obtained through a written request to the State pursuant to Section 51 of this MOU. When making such requests, the County should allow ample time for the review and execution of such forms by the State.

27. QUIET ENJOYMENT

The County covenants with the State that the State and the Occupying Agency, on complying with the terms of this MOU, shall and may peacefully and quietly have and enjoy the said Premises.

28. NUISANCE CONTROL

The County shall adopt, promulgate and enforce building rules and regulations for the Building that shall proscribe the maintenance or occurrence of nuisances including, but not limited to, noise, dust, vibration, odors or other unreasonable impacts or infringements upon the State's or the Occupying Agency's use and enjoyment of the Premises. In addition, the County shall promptly take such other measures as are reasonable and within its control to enjoin, curtail, eliminate or proscribe any such nuisances resulting from the acts of non-tenants.

29. CONDITION OF PREMISES

The State and the Occupying Agency shall, at the end of the Term, quit and surrender the Demised Premises in as good order and condition as when received, normal wear and tear and damage by the elements, including fire, excepted.

30. NON ASSIGNMENT

Pursuant to Section 138 of the New York State Finance Law, the County is prohibited from assigning, transferring, conveying,

sub-letting or otherwise disposing of this MOU, or its right, title or interest therein, or its power to execute this MOU to another person, company or corporation without the previous consent in writing of the State. Therefore, prior to any such transfer, the County shall submit a request, in accordance with Section 51 of this MOU, to the State for consent to the same. The County's request shall include submission of a properly completed and executed Consent to Assignment Form, attached to this MOU as Exhibit "6," and all necessary documentation, including the Substitute W-9, attached to this MOU as Exhibit "7," and the NYS Vendor Responsibility Questionnaire (VRQ), which may be found on the OSC website at [www.osc.state.ny.us/Vendrep](http://www.osc.state.ny.us/Vendrep). Copies of these forms may be obtained through a written request made in accordance with the provisions of Section 51 of this MOU. The consent required by this section shall not be unreasonably withheld, conditioned or delayed. When making such requests, the County should allow ample time for the review and approval of the same by the State, the New York State Attorney General and OSC.

In addition, in the event that the County changes its name, but not its federal identification number, the County is required to notify the State and the Occupying Agency of the change within ~~ten (10) business days of the effective date of such change.~~ The County shall submit a Change of Address Form, attached to this MOU as Exhibit "9," to the State in accordance with Section 51 of this MOU. The County shall also be responsible for making all necessary changes to its profile in the Statewide Financial System by contacting the Statewide Financial System Vendor Management Unit. The web address for the Statewide Financial System is: <http://www.osc.state.ny.us/vendormanagement/>.

**31. BROKERAGE FEES / UNLAWFUL INDUCEMENT**

- A. The County warrants that no person or selling agency has been employed or retained by the County to solicit or secure this MOU upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or other compensation. The State warrants to the County that it did not consult or negotiate with any broker or finder with regard to the Premises and that no broker, finder or consultant participated with the State in procuring this MOU.
  
- B. The County, for itself, its agents, employees, and as the case may be, its directors, officers, managers, members or partners (limited or general), represents and warrants to the State, after its due inquiry, and for the express purpose of inducing the State's reliance upon such representation and warrant, that neither the County, its agents, employees, nor, as the case may be, its directors, officers, managers, members or partners (limited or general) has made any payment or given any good, service or other thing of value or made any promise or representation that it will make any future payment or give any good, service or other thing of value, to entice the State to enter into this MOU, and further that upon its due inquiry, neither the County nor any agent, employee or, as the case may be, any director, officer, manager, member or partner (limited or general) has been solicited by any person to give, now or in the future, any good, service, payment or other thing of value for the purpose of securing this MOU, excepting from such solicitation the ethical actions of licensed real estate brokers whose identity has been disclosed in this MOU. The County makes this representation and

warranty under penalty of perjury and expressly agrees that a false representation and warranty herein will be deemed to, and will in fact constitute fraud, in the inducement of the State to enter into this MOU.

32. COUNTY'S INTEREST

The County represents that it owns the Building of which the Demised Premises are a part in fee simple absolute.

33. ALTERATIONS BY THE STATE

It is understood and agreed by and between the Parties that during the Term, extension, or holdover the State and the Occupying Agency reserve the right to make minor alterations or installations, including, but not limited to, carpeting, security equipment features, data or telephone installations and the installation of related equipment.

34. ALTERATIONS BY THE COUNTY

As to any alterations or improvements, other than those ~~allowed for in Section 33 of this MOU, which may subsequently be~~ required by the Occupying Agency, the County shall provide the State with cost estimates based upon the State's written requirements and/or drawings (concept drawings) for the work to be performed. The County shall provide the written cost estimates to the State within fifteen (15) days after receipt of the State's concept drawings.

Written cost estimates shall be accompanied by an itemized description of the work which shall include the following:

- an itemized description of work elements;
- quantities;
- material unit cost;
- total material unit cost;
- labor unit cost;
- total labor unit cost;
- total material and labor unit cost;
- summary of total material and labor unit cost; and
- architectural and engineering fees and permit fees.

Written cost estimates shall be submitted by the County to the State using the form attached to this MOU as Exhibit "3." The costs shall be competitive, consistent with the costs in an arm's length transaction, and employ labor at rates which do not exceed the applicable prevailing wage rates.

The total of any additional fees charged by the County and/or any construction manager employed by the County attributable to overhead, profit or management fees shall be limited to the following percentages of the total direct labor and material costs: ten percent (10%) of the first \$10,000.00, five percent (5%) of the next \$90,000.00 and three percent (3%) of any sum in excess of \$100,000.00.

Upon written approval of the cost estimate by the State, the County shall promptly proceed with the subject alterations or improvements. In the event the State does not approve the cost estimate, the State may submit a reduced scope of work to achieve cost savings. In the event the County and the State cannot agree on the cost of the work, the State may contract directly for such

work provided, however, that any State-selected contractors shall be subject to the County's reasonable approval, and in no event shall such work involve structural alterations or the modification of building-wide systems. Payment for work performed in accordance with this section shall be made, by the Occupying Agency, in compliance with Article 11-A of the New York State Finance Law, upon completion of the work to the satisfaction of the State, and the County's submission of proper invoices to the State.

### 35. HAZARDOUS MATERIALS

The County represents and warrants, as an inducement to encourage the State's initial and continued occupancy and the Occupying Agency's initial and continued occupation of the Demised Premises, and as a material term of this MOU, that the Demised Premises and the Building are free from hazard, particularly with reference to the United States Department of Labor, Occupational Safety and Health Administration Standards for permissible exposure limits to hazardous materials including but not limited to asbestos, lead, PCBs, mold, animal droppings and mercury.

The County further represents that, immediately upon the ~~discovery of any hazardous materials within or about the Demised Premises or the Building,~~ the County shall give written notice, in compliance with Section 51 of this MOU, to the State and the Occupying Agency of the existence of such materials, and shall, at its sole cost and expense, take any and all reasonable steps necessary to completely remove said hazardous materials in full compliance with all applicable federal, State, municipal or local laws, rules, or regulations relating to the removal of such hazardous materials.

Notwithstanding any provision of this MOU or any rider or addendum to this MOU, the County agrees that each and every breach of any warranty or representation contained in this section, without regard to any measure of the magnitude of the breach, shall constitute a default under this MOU that shall entitle the State and the Occupying Agency, in addition to all other rights and remedies available to the State or the Occupying Agency, to deduct from the Rent or other monetary obligation of the State or the Occupying Agency, or to recover by action, all costs, whether direct or indirect, resulting from any cause whatsoever, incurred by the State or the Occupying Agency as a result of such breach.

### 36. SIGNAGE

The State and/or the Occupying Agency may post and maintain such signs and notices as reasonably required to inform the public as to its location in the Building, and shall have a right to have their name and other pertinent information on the County's lobby directory board.

### 37. INSURANCE REQUIREMENTS

The Parties understand that the County is self-insured, and the State shall accept proof of that self-insurance as compliance with this section. In the event that the County is no longer self-insured, however, the County agrees to comply with the requirements of this section and provide proof of such compliance within thirty (30) days of the date that it is no longer self-insured. During the Term of this MOU, the County shall maintain in force, at its sole cost and expense policies of insurance as required by this section. All insurance required by this section shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State

of New York and that have an A.M. Best Company rating of "A-," Class "VII" or better. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with an insurer licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The County shall deliver to the State evidence of the insurance required by this section in a form acceptable to the State. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by the State does not, and shall not be construed to, relieve the County of any obligations, responsibilities or liabilities under this MOU.

The County shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the Term of this MOU.

#### General Conditions

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A. *Conditions Applicable to Insurance.* All policies of insurance required by this section shall comply with the following requirements:

1. *Coverage Types and Policy Limits.* The types of coverage and policy limits required from the County are specified below in Paragraph B-Insurance Requirements.
2. *Policy Forms.* Except as otherwise specifically provided herein, or agreed to in writing by the State, all policies of insurance required by this section shall be written on an occurrence basis.
3. *Certificate of Insurance/Notices.* The County shall provide the State with a Certificate or Certificates of Insurance, in a form satisfactory to the State (i.e., an ACORD certificate), prior to the Commencement Date, and thereafter, within thirty (30) days after renewal or within three (3) business days of request. Certificates shall reference the MOU number and shall name the New York State Office of General Services, Assistant Director, Real Estate Planning & Development, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 26<sup>th</sup> Floor, Albany, New York 12242 as the certificate holder.

Policies shall be written so as to include the requirements for notice of cancellation contained in the New York State Insurance Law. The County shall provide the State and the Occupying Agency with a copy of any written notice of cancellation or non-renewal received from an insurer along with proof of replacement coverage that complies with the requirements of this section within ten (10) business days of receipt.

Certificates of Insurance shall:

- Be in the form acceptable to the State (i.e.: an ACORD Certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that

materially changes the coverage required by this MOU;

- Refer to this MOU by number;
  - Be signed by an authorized representative of the referenced insurance carriers; and
  - Contain the following language in the Description of Operations/Locations/Vehicles section: The People of the State of New York, The New York State Office of General Services, The New York State Department of Labor and their officers, agents, and employees are included as an additional insured on endorsement CG 20 10 11 85 (or endorsements that provide equivalent coverage), General liability coverage is provided on Commercial General Liability Coverage Form CG 00 01 01 (or a form that provides equivalent coverage). All liability insurance is primary and non-contributory to other insurance available to the State and the Occupying Agency. A waiver of subrogation is granted in favor of The People of the State of New York, The New York State Office of General Services and The New York State Department of Labor. All policies shall be written so as to include the requirements for notice of cancellation contained in the New York State Insurance Law.
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Only original documents (Certificates and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State and the Occupying Agency. Any other insurance maintained by the State or the Occupying Agency shall be excess of and shall not contribute with the County's insurance.
5. **Breach for Lack of Proof of Coverage.** The Term of this MOU shall not commence if the coverage provisions and limits of the policies provided by the County do not meet the provisions and requirements of this section or proof of compliance is not provided to the State. In addition, the failure to comply with the requirements of this section at any time during the Term of this MOU shall be considered a breach of the terms of this MOU and shall allow the State to avail itself of all remedies available under this MOU or at law or in equity.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from the State. Such approval shall not be unreasonably withheld, conditioned or delayed. The County shall be solely responsible for all claim expenses and loss payments with the deductibles or self-insured retentions.
7. **Subcontractors.** Prior to the commencement of any work by a subcontractor, the County shall require such subcontractor to procure policies of insurance as

required by this section and maintain the same in force during the term of any work performed by that subcontractor.

8. **Waiver of Subrogation.** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the County shall cause to be included of each of its policies a waiver of the insurer's right to recovery or subrogation against The People of the State of New York, The New York State Office of General Services, The New York State Department of Labor and their officers, agents, and employees. A Waiver of Subrogation Endorsement evidencing such coverage shall be provided to the State within three (3) days of request.
9. **Additional Insured.** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the County shall cause to be included of each of its policies ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage) naming as additional insureds: ~~The People of the State of New York, The New York State Office of General Services, The New York State Department of Labor and their officers, agents, and employees.~~ An Additional Insured Endorsement evidencing such coverage shall be provided to the State prior to the Commencement Date and within three (3) days of request.

B. **Insurance Requirements:** The County shall, at its own expense, obtain and maintain in full force and effect during the Term of this MOU, the following insurance with limits not less than those described below, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

1. **Commercial General Liability Insurance** covering the liability of the County for bodily injury, property damage and personal/advertising injury arising from all work and operations under this MOU. The limits under such policy shall not be less than the following:
  - Each Occurrence Limit-\$5,000,000.00
  - General Aggregate Limit-\$10,000,000.00
  - Products/Completed Operations Limit-\$5,000,000.00
  - Personal Advertising Injury Limit-\$1,000,000.00
  - Damage to Rented Premises Limit-\$50,000.00
  - Medical Expenses Limit-\$5,000.00

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under this MOU;
- Cross liability for additional insureds; and
- Explosion, collapse and underground hazards.

If at any time during the Term of this MOU, the County owns more than one location, the policy shall contain an endorsement to the effect that the aggregate limit in the policy shall apply separately to each location owned by the County.

2. *Comprehensive Business Automobile Liability Insurance* covering liability arising out of any automobile used in connection with performance under this MOU, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident. The limits may be provided through a combination of primary and umbrella liability policies. If performance under this MOU shall require the removal of hazardous waste from the Building or the Demised Premises or other transporting of hazardous materials, pollution liability coverage for covered autos shall be provided by Form CA 9 48 03 06 or Form CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached to the policy.
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In the event that the County does not own, lease or hire any automobiles used in connection with performance under this MOU, the County does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that the County does not own, lease or hire any automobiles used in connection with performance under this MOU on a form provided by the State. If, however, during the Term of this MOU, the County acquires, leases or hires any automobiles that will be used in connection with performance under this MOU, the County must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to the State within ten (10) days following the date the coverage is bound.

3. *Commercial Property Insurance* covering the Demised Premises in an amount not less than the Full Insurable Value of the Demised Premises covering, at a minimum, the perils insured under the ISO Basic Causes of Loss Form CP 10 10. Full Insurable Value shall mean actual replacement cost of the real property (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations and footings).

The Occupying Agency shall receive a copy of all submissions made to the State in compliance with this section at the following address: Assistant Director of Finance, Business Services, New York State Department of Labor, W. Averell Harriman State Office Campus, Building 12, Albany, New York 12240.

**38. WORKERS' COMPENSATION INSURANCE & DISABILITY BENEFITS COVERAGE**

The Parties understand that the County is self-insured, and the State shall accept proof of that self-insurance as compliance with this section. In the event that the County is no longer self-insured, however, the County agrees to comply with the requirements of this section and provide proof of such compliance within thirty (30) days of the date that it is no longer self-insured.



Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for leases, permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the lease, permit, license or contract. Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of this MOU. Therefore, prior to the Commissioner executing this MOU, the County must submit proof to the State that it has workers' compensation and disability benefits coverage as required by the New York State Workers' Compensation Law, or proof that it is legally exempt from obtaining such coverage in compliance with the New York State Workers' Compensation Law. Proof of compliance must be submitted on one of the forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Compliance with the Workers' Compensation Coverage Requirements:

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In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, the County shall provide one of the following forms to the State prior to execution of the MOU by the Commissioner:

- A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- B) Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to the State by the County's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to the State upon request; or
- C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the County's Group Self-Insurance Administrator.

Proof of Compliance with the Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to disability benefits, the County shall provide one of the following forms to the State prior to execution of this MOU by the Commissioner:

- A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));

- B) Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to the State by the County's insurance carrier upon request; or
- C) Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

Proof of compliance shall be submitted to The New York State Office of General Services, Assistant Director, Real Estate Planning & Development, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 26<sup>th</sup> Floor, Albany, New York 12242. The Occupying Agency shall receive a copy of all submissions made to the State in compliance with this Section at the following address: Assistant Director of Finance, Business Services, New York State Department of Labor, W. Averell Harriman State Office Campus, Building 12, Albany, New York 12240.

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#### 39. AUTOMATED EXTERNAL DEFIBRILLATORS

The County covenants and agrees to cooperate with the State and the Occupying Agency with regard to the installation of Automated External Defibrillators (AEDs) within the Demised Premises which comply with all applicable laws, rules, regulations and orders, at the Occupying Agency's expense.

#### 40. FIRE EXTINGUISHERS

The County, at its own cost and expense, shall provide, test and maintain, the fire extinguishers in the Premises and elsewhere throughout the Building. The types of extinguishers provided and their locations, testing and maintenance shall, at all times during the Term, comply with the standards of the Occupational Safety and Health Administration of the United States Department of Labor, as such standards are contained in Title 29 of the Code of Federal Regulations at Section 1910.157, as the same shall be amended from time to time, unless State statutes or local ordinances impose stricter requirements, in which event the County shall comply with the strictest requirements. All fire extinguisher installations shall be done in compliance with the New York State Fire Prevention and Building Code and the Americans with Disabilities Act Accessibility Guidelines (hereinafter referred to as the "ADAAG").

#### 41. REDECORATION

INTENTIONALLY DELETED

#### 42. GENERAL PROVISION AS TO REMEDIES

- a. The County, State and the Occupying Agency may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds, the exercise of another.
- b. A single or partial exercise of a right or remedy by the County, State and/or the Occupying Agency shall not preclude a further exercise of the right or remedy or

the exercise of another right or remedy from time to time.

- c. No delay or omission in exercising a right or remedy by the County, State and/or the Occupying Agency shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event of default.
- d. No waiver of an event of default by the County or the State shall extend to or affect any other event of default or impair any right or remedy with respect to an event of default.
- e. No action (including the payment or acceptance of Rent or additional rent) or inaction shall constitute a waiver of an event of default.
- f. No waiver of any event of default shall be effective, unless it is in writing.
- g. The payment of Rent or additional rent shall not be construed as a waiver of any claim the State or the Occupying Agency may have against the County.
- h. The rights and remedies granted hereunder are cumulative, and are not in lieu of, but are in addition to, and shall not be affected by the exercise of any other remedy or right now or hereafter existing at law or in equity.
- i. The New York State Court of Claims Act (McKinney's Consolidated Laws of New York) sets forth the exclusive jurisdiction of the New York State Court of Claims to render judgment of such sums as should be paid by the State. Nothing herein shall be interpreted or construed to limit, waive or nullify the rights of the State existing by virtue of its sovereign status.

**43. WORK LETTER**

INTENTIONALLY DELETED

**44. COUNTY'S CONSENT**

Whenever the County's consent is required under any provisions of this MOU such consent shall not be unreasonably withheld, conditioned or delayed.

**45. SECTIONAL HEADINGS**

The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as a part of this MOU or as a limitation of the scope of the particular section to which they refer.

**46. BINDING EFFECT**

This MOU shall be binding upon the Parties and their respective successors and assigns. The submission of any unexecuted copy of this MOU shall not constitute an offer to be legally bound by the provisions of the document submitted. No Party shall be bound by this MOU until it (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved by OSC; and (iv) has actually been delivered by the State to the County. This MOU

may be executed in counterparts, and each counterpart constitutes an original document, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

#### 47. INTERPRETATION

- a. A provision of this MOU which requires a Party to perform an act shall, if required, be construed so as to require the Party to cause the act to be performed. A provision of this MOU which prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.
- b. Each Party shall be deemed to be required to perform each of its obligations under this MOU at its own expense, except to the extent, if any, that this MOU specifies otherwise.
- c. This MOU shall be governed by the laws of the State of New York.

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- d. All prior agreements of the Parties are merged into this MOU and neither Party is relying upon prior statements or representations.
- e. If any provision of this MOU shall be invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.
- f. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.
- g. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this MOU, refer to this MOU.
- h. Unless otherwise specifically set forth herein, the term "day" shall refer to a calendar day, including Saturdays, Sundays and State Legal Holidays, as that term is defined in Section 13 of this MOU.

#### 48. REMOVAL OF PERSONAL PROPERTY

Any and all articles of personal property, including, without limitation, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, owned or installed by the State or the Occupying Agency are and shall remain the property of the State or the Occupying Agency, and may be removed by them at any time during the Term, extension or holdover period, but the State or the Occupying Agency shall not be required to remove them at the end of the Term, extension or holdover period unless they so elect, provided that if such business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting, and water coolers are removed, the cost of repairing any damage to the Building arising from such removal shall be paid by the Occupying Agency.

49. NO DEVIATIONS

The Commissioner or her designees are the only individuals on behalf of the State authorized to allow any deviations from the provisions of this MOU, including substitutions for, or additions to, items of construction or alterations, or to commit the State in any way, and the Occupying Agency is not designated for this purpose. All requests for deviations from the provisions of this MOU shall be made to the State in compliance with the notice provisions contained in Section 51 of this MOU.

50. MERGER

No representations or promises have been made in respect to the Demised Premises other than those contained herein or as may be contained in any rider, schedule, appendix or exhibit attached to, and made a part of, this MOU. This MOU may not be changed or canceled orally. Unless otherwise allowed for in this MOU, all modifications to this MOU shall not be effective until the same are memorialized in a MOU Modification Agreement that (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved by OSC; and (iv) ~~has actually been delivered by the State to the County.~~

51. NOTICE

Any notice by the State to the County shall be deemed to be duly given if mailed by certified mail, addressed to the County at the following address: The County of Oneida, 800 Park Avenue, Utica, New York 13501. Any notice by the County to the State shall be deemed to be duly given if mailed by certified mail addressed to The New York State Office of General Services, Assistant Director, Real Estate Planning & Development, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 26<sup>th</sup> Floor, Albany, New York 12242 with an informational copy to the Occupying Agency sent by certified mail to: Assistant Director of Finance, Business Services, New York State Department of Labor, W. Averell Harriman State Office Campus, Building 12, Albany, New York 12240.

The County, State and the Occupying Agency shall notify each other of all changes in the above-referenced addresses within ten (10) business days of the effective date of such change.

52. REQUIREMENTS/FEDERAL CERTIFICATIONS

The funding for this MOU is provided by the United States Department of Labor, which requires the following:

- a. Certification regarding debarment, suspension, ineligibility and voluntary exclusion:

The County certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

- b. Certification Regarding Lobbying - Certification for Contracts, Grants, Loans, and Cooperative Agreements:

By signing this MOU, the County certifies to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan 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 contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The County shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of the facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

c. Drug Free Workplace:

By signing this MOU, the County certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 Code of Federal Regulations Section 98.630, Appendix C, pertaining to the Drug Free Workplace.

d. Nondiscrimination & Equal Opportunity Assurance:

As a condition of entering into this MOU with the State, on behalf of the New York State Department of Labor, and in accordance with Title I of the Workforce Investment Act, the County assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant

authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;

- 2) Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

It is further agreed that the County assures that it will comply with 29 Code of Federal Regulations Part 37 ~~and all other regulations implementing the laws listed~~ above. The County understands that the United States has the right to seek judicial enforcement of this assurance.

e. Prevailing Wage:

In relation to all work performed by laborers, workmen, or mechanics involving alteration, renovation, reconstruction, repair, rehabilitation, construction, or demolition performed on behalf of a public agency (entity) under this MOU, or in relation to all building service work as defined in Article 9 of the New York State Labor Law, performed on behalf of a public agency (entity) under this MOU, the County shall abide by the provisions of Articles 8 and/or 9 of the New York State Labor Law. The County agrees that the wages to be paid to any building service employee (including, but not limited to, watchmen, guards, doormen, building cleaners, porters, janitors, gardeners, groundskeepers, stationary firemen, elevator operators and starters, window cleaners and occupations relating to the collection of garbage or refuse and to the transportation of office furniture and equipment, and the transportation and delivery of fossil fuel), or to any worker, laborer, or mechanic, shall not be less than the prevailing wage for the locality in which the work is to be performed. The schedules of wages required to be paid to the various classes of service employees, workers, laborers, or mechanics for the work to be performed pursuant to this Lease at the present time can be found at <http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt> (Article 8) and <http://wpp.labor.state.ny.us/wpp/publicViewPWChangesArticle9.do?method=showIt> (Article 9). The County is responsible for obtaining updated schedules as they are published annually by the New York State Department of Labor. The County shall pay each service employee, worker, laborer, or mechanic performing work pursuant to this Lease not less than the wage specified for the craft, trade or occupation in such schedule either through the payment of such wages or through the

furnishing of any equivalent combinations of fringe benefits or equivalent or differential payments in cash under the rules and regulations established by the Commissioner of the New York State Department of Labor. The County shall comply with all reporting, filing, retention and other requirements set forth in Articles 8 and/or 9 of the New York State Labor Law.

**53. NON-PUBLIC PERSONAL INFORMATION SECURITY BREACH**

The County shall comply with the provisions of the New York State Information Security Breach and Notification Act (New York State General Business Law Section 899-aa and New York State Technology Law Section 208). The County shall be liable for the costs associated with such breach if the same is caused by the County's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the County's agents, officers or employees.

**54. CANCELLATION**

This MOU cancels and supersedes Lease No. 1843 dated April 15, 2011. ~~In the event rent has been paid under such lease (or as a holdover under such lease) that is attributable to the Term set forth herein, the Occupying Agency shall receive a full credit for such payments to be applied to Rent otherwise due hereunder.~~

**55. ENCOURAGING USE OF NEW YORK STATE BUSINESSES**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of the economic activity and leadership such businesses offer, parties to agreements with the State are strongly encouraged and expected to consider New York State businesses, including small, minority- and women-owned business enterprises, in the fulfillment of the requirements of such agreements. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

State agencies are also strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology.

Utilizing New York State businesses in State agreements will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the County and its New York State business partners. New York State businesses will promote the County's optimal performance under this MOU.

The State encourages contractors to provide maximum assistance to New York State businesses in their use of State agreements. The potential participation by all kinds of New York State businesses will deliver great value to the State and its taxpayers.

**56. VENDOR RESPONSIBILITY**

The Parties agree that the County is not subject to the State's traditional vendor responsibility requirements. In the event that this MOU is transferred to a private entity by the County, the following provision shall apply:



OGS conducts a review of prospective contractors to provide reasonable assurance that the contractor is responsive and responsible. The NYS Vendor Responsibility Questionnaire (VRQ), which can be found on the OSC website at [www.osc.state.ny.us/Vendrep](http://www.osc.state.ny.us/Vendrep), or requested from the State in accordance with Section 51 of this MOU and the Building Fact Sheet, attached to this MOU as Exhibit "8," are designed to provide information to assess a contractor's responsibility to conduct business in New York State based upon its financial and organizational capacity, legal authority, business integrity and past performance history. In the event that this MOU is transferred to a private entity, the County agrees to assist the State in obtaining a fully and accurately completed VRQ and Building Fact Sheet from the new entity prior to the approval of such a transfer by the Commissioner, or her designee. The County acknowledges that the State's approval of such a transfer will be contingent upon the State's determination that the new entity is responsible, and that the State will be relying upon the entity's responses to these documents when making its responsibility determination.

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In order to assist the State in determining the responsibility of a contractor prior to the award of a contract, the contractor must complete and certify the VRQ prior to the date of execution of the contract and, thereafter, the contractor is under the obligation to update the information provided in the VRQ when there is a material change to the responses or upon request of the State, Occupying Agency or OSC. The County and any subsequent contractor should visit the OSC website to become familiar with all of the requirements of the VRQ in order to accurately complete it or may request information on the requirements from the State.

In addition, any subsequent contractor must complete the Building Fact Sheet prior to the approval of a transfer of this MOU and, thereafter, the contractor is under the obligation to update the information provided in the Building Fact Sheet when there is a material change to the responses or upon request of the State, Occupying Agency or OSC.

The County agrees that if it enters into this MOU with the State, it shall at all times during the Term remain responsible. The County agrees, if requested by the Commissioner, or her designee, to present evidence of its continuing legal authority to do business in New York State and its business integrity, legal authority, experience, ability, prior performance and organizational and financial capacity.

#### 57. FORCE MAJEURE

For purposes of this MOU, "Force Majeure" shall mean an event or effect that cannot be reasonably anticipated or controlled. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods or other similar causes beyond the control of the County, State or the Occupying Agency in the performance of this MOU which non-performance, by exercise of reasonable diligence, cannot be prevented but shall expressly exclude the inability of the County, State or the Occupying Agency to comply with any payment obligations under this MOU, such as, by way of example only, the obligation to pay Rent hereunder.

#### 58. APPENDIX, EXHIBITS AND SCHEDULE

The following appendix, exhibits and schedule are being attached and made part of this MOU:

|              |                                                                                  |
|--------------|----------------------------------------------------------------------------------|
| Appendix "A" | Standard Clauses for New York State Contracts                                    |
| Exhibit "1"  | Floorplan (Section 1)                                                            |
| Exhibit "2"  | Request for Compliance Service(s) (Section 19)                                   |
| Exhibit "3"  | Itemized Estimate Form (Section 34)                                              |
| Exhibit "4"  | OGS Material Specifications for Leased Facilities<br>(Referred to in Section 11) |
| Exhibit "5"  | Executive Order 4 (Section 16 and Schedule A)                                    |
| Exhibit "6"  | Consent to Assignment Form (Section 30)                                          |
| Exhibit "7"  | Substitute W-9 Form (Section 30)                                                 |
| Exhibit "8"  | Building Fact Sheet (Section 56)                                                 |
| Exhibit "9"  | Change of Address Form (Section 30)                                              |
| Schedule "A" | Janitorial Service Specifications (Section 16)                                   |

59. TELEPHONE, FAX AND CUSTOMER INTERNET USAGE

It is further agreed that the Occupying Agency shall reimburse the County, on a monthly basis, for forty-five percent (45%) of the actual costs incurred for telephone usage, facsimile services and customer internet usage. Such payments shall be made in accordance with ordinary State procedures and practices, including but not limited to, Article 11-A of the New York State Finance Law, ~~following the submission of detailed paid, receipted bills for such~~ costs. Any payments made under this section shall be subject to audit by the State or the Occupying Agency.

60. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of the economic activity such businesses offer in New York State, landlords are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of leases. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this Lease, the Tenant conducted a comprehensive search and determined that this Lease does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, the Landlord is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on this Lease for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: [http://ogs.ny.gov/Core/docs/CertifiedNYS SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS%20SDVOB.pdf).

The Landlord is encouraged to contact the Division of Service-Disabled Veteran's Business Development at 518-474-2015 to discuss methods of maximizing participation by SDVOBs on this Lease.



APPROVED AS TO FORM:

APPROVED:

Eric T. Schneiderman  
Attorney General

Thomas P. DiNapoli  
New York State Comptroller

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

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

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

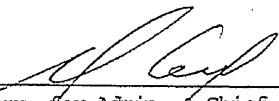
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CERTIFICATE OF APPROVAL

The Occupying Agency hereby certifies that the Premises described in this MOU are necessary for the proper conduct of this Department, and approves such MOU for execution by the Commissioner of General Services.

The New York State Department of Labor

  
\_\_\_\_\_  
Dep. Commr. for Admin. & Chief Financial Officer

Print Name: Nathaniel Carey

Date: 1.13.17

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**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the

construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

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

State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

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



**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

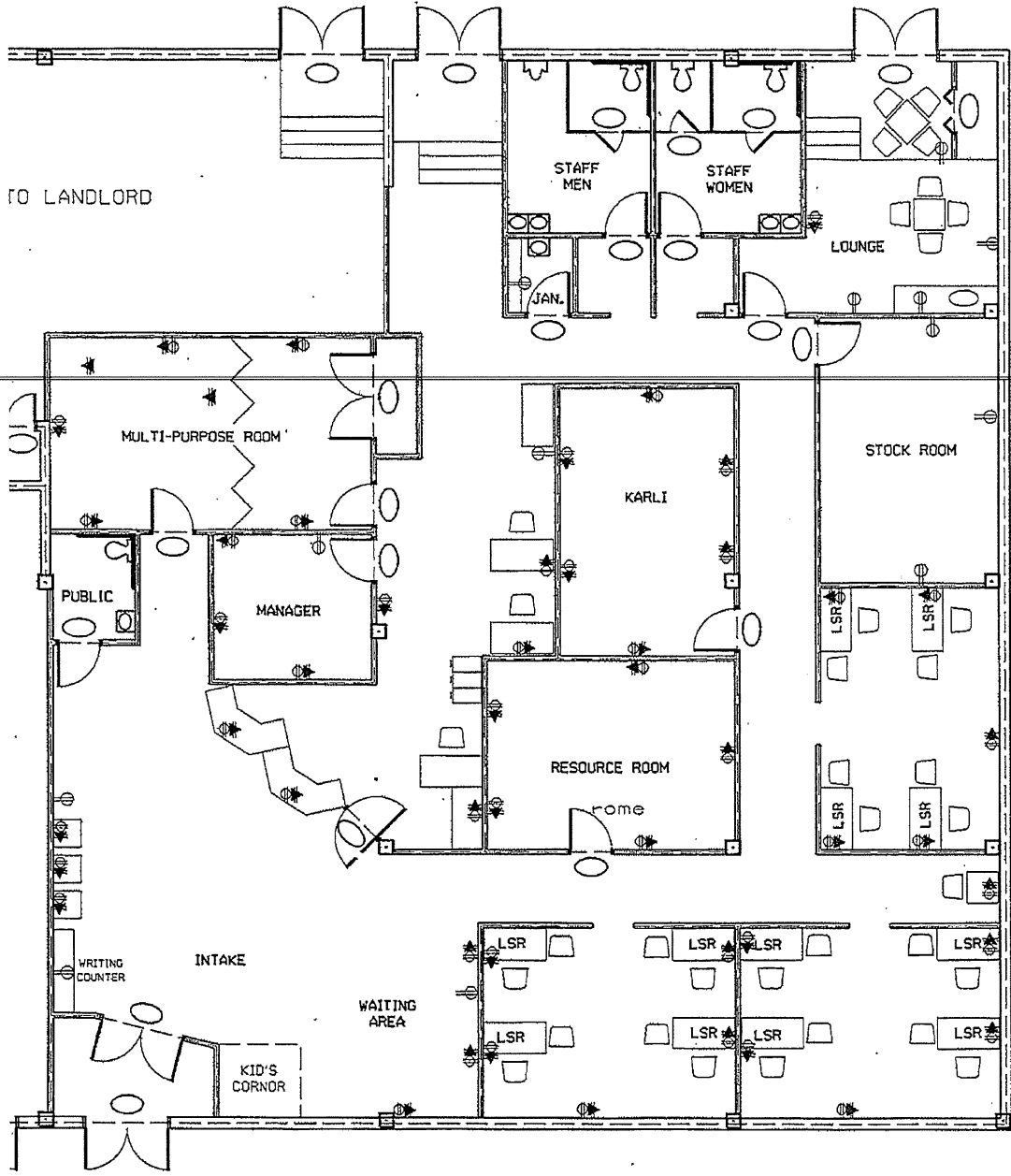


Exhibit 1





# OGS Material Specifications for Leased Facilities (MSLF)

February 16, 2011

The specifications set forth herein are minimum quality specifications for materials utilized in any work performed on behalf of the State of New York and pursuant to this agreement.

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Landlord covenants to utilize new materials as specified herein and agrees that no material of a lesser quality shall be used or consumed in the performance of work contemplated herein unless Landlord shall have previously requested and received written approval for each specific proposed substitution.

All materials to be installed in accordance with manufacturer's specifications. Material installations shall comply with all applicable codes, rules and regulations, and the American's with Disabilities Act Accessibility Guidelines (ADAAG).

Except where specifically provided otherwise, whenever any product is specified by brand name, i.e., manufacturer's or supplier's name or trade name, catalog or model number or name, the intent is not to limit competition but to establish a standard of quality. The words "or equal" shall be deemed inserted in each instance.

In the event Landlord purposes to substitute material having characteristics or specifications differing from those set forth herein, such proposal shall, under cover of OGS lease and/or project number, be submitted to:

NYS Office of General Services  
Real Estate Planning  
GNARESP  
Corning Tower, 26<sup>th</sup> Floor  
Albany, NY 12242

All sections for materials may not be needed for each job. The Landlord or his representative should utilize the appropriate specification for each job.

Landlord should take note of all ***bold italic items*** to ensure compliance with the State's intent to comply with sustainable building design and construction standards.

**Exhibit 4**

OGS MATERIALS SPECIFICATIONS  
FOR LEASED FACILITIES – CONDENSED

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## DIVISION 5 - METALS

NOTE: All manufacturers listed are suggested or approved equal.

### SECTION 055520 - SHADE/BLIND POCKETS

#### A. QUALITY ASSURANCE

1. Verify dimensions by field measurement before fabrication. Design units to provide for adjustment and fitting of components during field installation.
2. See Section 122000 for window blinds and shades.

End of Section

### SECTION 055800 - PERIMETER HEATING/COOLING ENCLOSURES

#### A. PERFORMANCE REQUIREMENTS (MINIMUM)

1. Fabricate units to support a min. loading of 200 lbs. per sq. ft. or 150 lbs. per lin. ft (whichever is greater) without permanent deflection. Provide stiffeners or laminated backing as required for strength and rigidity. Include brackets, plates and straps in the assemblies for support and anchorage to other work.
2. See Section 131000 Refurbishment for repair of existing enclosures.

End of Section

## DIVISION 6 - WOOD AND PLASTICS

### SECTION 062000 - CARPENTRY

#### A. ENVIRONMENTAL CRITERIA

1. All composite wood, engineered wood, or agrifiber products (e.g. plywood, particleboard, medium density fiberboard) shall contain no added urea-formaldehyde resins. Acceptable resins and binders include, but are not limited to, phenol formaldehyde and methyl diisocyanate (MDI). Submit certificate substantiating meeting criteria.
2. Field applied adhesives or sealants used for work in this Section shall meet the requirements "Volatile Organic Compound (VOC) Limits for Adhesives, Sealants and Architectural Coatings," where applicable.
3. Optional Upgrade to materials: Upgrade to be indicated in Request for Proposal, Room Data Sheets, or Lease Work Letter.
  - (a) Wood materials shall be "FSC Certified" products (except recycled or salvaged wood) which have been harvested in accordance with the "FSC Principles and Criteria" for well managed forests developed by the Forest Stewardship Council (FSC).
  - (b) Engineered wood (except FSC Certified or salvaged wood) shall contain a minimum of 25% (combined) post-industrial/post-consumer recycled content (the percentage of recycled content is based on the weight of the component materials).

#### B. WOOD MATERIAL

1. For miscellaneous wood blocking, grounds, furring as required, use Utility Grade Coastal Douglas Fir or Southern Pine, free from knots, shakes, rot or other defects, straight, square edges and straight grain, air seasoned with maximum moisture content of nineteen (19) percent. Wood shall be S4S, S-Dry, complying with PS-20.
2. All interior wood material specified herein shall be fire retardant treated to comply with the AWWA standards (C20 for lumber, C27 for plywood) for pressure impregnation with fire retardant chemical to achieve a flame spread rating of not more than 25 (UL Class "FR-S") when tested in accordance with UL Test 723 or ASTM E 84. The fire retardant chemicals used to treat the lumber must comply with FR-1 of AWWA Standard P17 and be free of halogens, sulfates and ammonium phosphate.
  - (a) After treatment, kiln dry to a moisture content of fifteen (15) percent; if wood is to be painted or finished, kiln dry to a moisture content of twelve (12) percent. Treatment shall be equal to "Dricon" made by Arch Wood Protection Inc. or approved equal. Provide UL approved identification on treated materials.
  - (b) Fire retardant treatment shall be certified by the treating plant that treatment material complies with governing ordinances and that treatment will not bleed through finished surfaces.
3. For exterior blocking, roofing and sheet metal, pressure treat wood with copper azole, Type A (CBA-A); ammoniacal copper quat (ACQ) or similar preservative product that contains no arsenic or chromium. Preservative shall comply with AWPB Standard C-2 for lumber and C-9 for plywood, (.25 lbs. /cubic foot of chemical in wood).
  - (a) After treatment, kiln dry to a maximum moisture content of fifteen (15) percent. Treatment shall be equal to "Wolmanized Natural Select" made by Arch Wood Protection Inc. or approved equal.
4. Treated wood which is cut or otherwise damaged shall be further treated in accordance with the AWWA Standard M-4.

End of Section



SECTION 064000 - ARCHITECTURAL WOODWORK

A. ENVIRONMENTAL CRITERIA

1. All composite wood, engineered wood, or agrifiber products (e.g. plywood, particleboard, medium density fiberboard) shall contain no added urea-formaldehyde resins. Acceptable resins and binders include, but are not limited to, phenol formaldehyde and methyl diisocyanate (MDI). Submit certificate substantiating meeting criteria.
2. Field applied adhesives or sealants used for work in this Section shall meet the requirements "Volatile Organic Compound (VOC) Limits for Adhesives, Sealants and Architectural Coatings," where applicable.
3. Optional Upgrade to materials: Landlord is encouraged to upgrade. Specific upgrades may be indicated in Request for Proposal, Room Data Sheets, or Lease Work Letter.
  - (a) Wood materials shall be "FSC Certified" products (except recycled or salvaged wood) which have been harvested in accordance with the "FSC Principles and Criteria" for well managed forests developed by the Forest Stewardship Council (FSC).
  - (b) Engineered wood (except FSC Certified or salvaged wood) shall contain a minimum of 25% (combined) post-industrial/post-consumer recycled content (the percentage of recycled content is based on the weight of the component materials).

B. MATERIALS GENERAL REQUIREMENTS

1. Softwood lumber shall conform to the requirements of the latest edition of American Lumber Standards Simplified Practice Recommendation R-16. Grades shall conform to the grading rules of the Association having jurisdiction, and shall bear the official grade and trademark of the Inspection Bureau of the Association and a mark of mill identification.
2. Framing and Rough Lumber: No. 1 KD grade Southern Pine or Dense Construction grade Douglas Fir, having extreme fiber in bending stress of at least 1700 psi, surfaced four sides (S4S). Provide fire retardant treatment in accordance with Code.
3. Lumber: AWI Section 100 with the following requirements:
  - (a) Hardwood for Transparent Finish: Premium Grade.
  - (b) Hardwood for Opaque Finish: Any hardwood which, when finished, will not show any grain, imperfection or other surface defects when used with the opaque finish specified.
4. Plywood: AWI Section 200; Veneer core, particle or plywood core. Core shall contain no added urea formaldehyde.
5. Veneers
  - (a) Face Veneers for Transparent Finish: AWI Section 500.

C. PLASTIC LAMINATE

1. Face Sheets: NEMA Publication LD3, Grade GP50, Type I, 0.05" thick.
2. Backing Sheets: Non-decorative, high-pressure plastic laminate, NEMA LD3, Grade BK20, 0.02" thick.

D. CABINETS AND COUNTERS WITH PLASTIC LAMINATE FINISH

1. Fabricate all cabinetry and millwork to the "Premium Grade" standards of the AWI, Section 400.
2. Plastic Laminate
  - (a) Plastic Laminate for Horizontal Surfaces: 0.050" thick, general purpose type (high pressure).
  - (b) Plastic Laminate for External Vertical Surfaces: 0.028" thick, general purpose type (high pressure).
  - (c) Plastic Laminate for Post Forming: 0.042" thick, post forming (high pressure).
  - (d) Plastic Laminate for Cabinet Linings: 0.020" thick, cabinet liner (high pressure).
  - (e) Plastic Laminate for Concealed Panel Backing: 0.020" thick, backer type (high pressure).

E. WOOD FOR RAILS, CAPS, TRIM, BASES, MOLDINGS AND FRAMES

1. Quality Standard: For the following types of interior architectural woodwork, comply with indicated standards as applicable.
  - (a) Standing and Running Trim: AWI Section 300.
  - (b) Miscellaneous Millwork: AWI Section 700.
  - (c) Stair Handrails: AWI Section 800.

End of Section

**DIVISION 7 - THERMAL & MOISTURE PROTECTION**

SECTION 072100 - SOUND DEADENING MATERIALS

A. GENERAL

1. Sound deadening within full depth of partition cavity: Insert in partition cavity from bottom to top of steel stud system. Blankets or batts shall be pressed tightly in place with a snug friction fit.
2. Sound deadening within ceiling plenum shall be unfaced mineral insulation.

B. SUGGESTED MANUFACTURERS

1. Fiberglass: Owens-Corning, Certainteed with minimum of 25% recycled content
2. Mineral Insulation or Thermafiber: USG
3. Or approved equal.

End of Section

## DIVISION 8 - OPENINGS

### SECTION 081102 - STEEL DOORS AND FRAMES

#### A. ENVIRONMENTAL CRITERIA

1. Every effort shall be made to maximize post industrial/post consumer waste but steel members shall contain a minimum of 50% (combined) post industrial/post consumer recycled content (the percentage of recycled content is based on the weight of the component materials). Certification of recycled content shall be in accordance with the Submittal Requirements herein.

#### B. SUGGESTED MANUFACTURERS

1. Provide products manufactured by Steelcraft (L20 Series Doors), Curries, Ceco Door Products, or approved equal meeting these specifications.

#### C. FRAMES

1. Frames for exterior openings shall be made of commercial grade cold-rolled steel conforming to ASTM A1008/A, Type B not less than 14 ga., and shall have a hot dipped galvanized coating conforming to ASTM A924 and A653 with G-60 coating. The zinc-alloy coating shall be a dull matte surface treated for paint adhesion.
2. Frames for interior openings shall be either commercial grade cold-rolled steel conforming to ASTM A1008/A, Type B or commercial grade hot-rolled steel conforming to ASTM A1011/A, Commercial Steel, Type B. Metal thickness shall be not less than sixteen (16) gauge for frames in openings 4'-0" or less in width; not less than fourteen (14) gauge for frames in openings over 4'-0" in width.
3. Design
  - (a) All frames shall be welded units with integral trim, of the sizes and shapes shown on approved shop drawings. Unless otherwise noted, knocked-down frames will not be accepted.
    - 1). Where knock-down frames are scheduled (at drywall), corners shall be mitered and reinforced with a wedge lock corner clip to provide a firm interlock of jambs to head.
  - ~~(b) Welded frames shall have corners mitered, reinforced and continuously welded full depth and width of frame; conforming to NAAMM Standard HMMA-820.~~
  - (c) Hardware Reinforcements
    - 1). Frames shall be mortised, reinforced, drilled and tapped at the factory for fully-templated mortised hardware only, in accordance with approved hardware schedule and templates provided by the hardware supplier. Where surface-mounted hardware is to be applied, frames shall have reinforcing plates.
    - 2). Minimum thickness of hardware reinforcing plates shall be as follows:
      - a) Hinge and pivot reinforcements - seven (7) gauge, 1-1/4" x 10" minimum size.
      - b) Strike reinforcements - twelve (12) gauge
      - c) Flush bolt reinforcements - twelve (12) gauge
      - d) Closer reinforcements - twelve (12) gauge
      - e) Reinforcements for surface mounted hardware - twelve (12) gauge.
  - (d) Frames to be coordinated with requirements for security system, as required for each project.
  - (e). Frames in existing base building construction that are slated for reuse and require a fire rating shall bear a label from a testing and inspection agency acceptable to authorities having local jurisdiction stating the fire-protection rating required by the local code. If such label no longer exists, the landlord shall have unlabeled doors recertified by a testing and inspection agency acceptable to the authorities having local jurisdiction.

#### D. HOLLOW METAL DOORS

1. Suggested Materials: Doors shall be made of commercial quality, level, cold rolled steel conforming to ASTM A1008/A, Commercial Steel, Type B and free of scale, pitting or other surface defects. Face sheets for interior doors shall be not less than eighteen (18) gauge.
2. Design
  - (a) All doors shall be fully welded seamless construction with no visible seams or joints on their faces or vertical edges. Minimum door thickness shall be 1-3/4".
  - (b) Laminated Honeycomb Core for Interior Doors: Resin impregnated Kraft paper with maximum 1" cells; fastened to face sheets with waterproof adhesive.
  - (c) Fire Rated Door Core: As required to provide fire-protection and temperature rise ratings indicated.
3. Door faces shall be joined at their vertical edges by a continuous weld extending the full height of the door. All such welds shall be ground, filled and dressed
4. Finish: After fabrication, all tool marks and surface imperfections shall be dressed, filled and sanded as required to make all faces and vertical edges smooth, level and free of all irregularities. Doors shall then be chemically treated to insure maximum paint adhesion and shall be coated, on all exposed surfaces, with manufacturer's standard rust-inhibitive alkyd primer as specified for frames which shall be fully cured before shipment.
5. Doors to be coordinated with requirements for security system, as required by each project.

End of Section

### SECTION 081116 - ALUMINUM ENTRANCE DOORS AND FRAMES

#### A. GENERAL

1. Installation to be in accordance with manufacturer's specifications.

B. FABRICATION

1. Door frame(s) and frames combining transoms, sidelights and panel framing of formed or extruded aluminum not less than 0.125" thick.
2. Glazed doors with fabricated stiles and rails of extruded aluminum tubular shapes, minimum wall thickness, not less than 3" wide. Attach extrusions together by means of concealed mechanical fasteners and concealed welding.
3. Overlapping astragal with compression type weather stripping. Astragal should be mounted so proper door is active.
4. *Architectural Powder Coat and Finish: Kynar Interpon D 2000 powder coat finish complying with AMMA 605.2-92 (no VOC's).*

C. SUGGESTED MANUFACTURERS

1. United States Metals & Manufacturing Corp. D41 Intermediate Style with #7235 astragal and coordinator.
2. Kawneer 350 Medium Style with Panic Guard astragal bar.
3. Or approved equal.

End of Section

SECTION 081400 - WOOD DOORS

A. ENVIRONMENTAL CRITERIA

1. *All composite wood, engineered wood, or agrifiber products (e.g. plywood, particleboard, medium density fiberboard) shall contain no added urea-formaldehyde resins. Acceptable resins and binders include, but are not limited to, phenol formaldehyde and methyl diisocyanate (MDI). Submit certificate substantiating meeting criteria.*
2. *Field applied adhesives or sealants used for work in this Section shall meet the requirements "Volatile Organic Compound (VOC) Limits for Adhesives, Sealants and Architectural Coatings," where applicable.*
3. *Optional Upgrade to materials: Upgrade to be indicated in Request for Proposal, Room Data Sheets, or Lease Work Letter.*
  - (a) *Wood materials shall be "FSC Certified" products (except recycled or salvaged wood) which have been harvested in accordance with the "FSC Principles and Criteria" for well managed forests developed by the Forest Stewardship Council (FSC).*

B. SUGGESTED MATERIALS

1. Non-rated Solid Core Doors for Transparent Finish: Comply with the following requirements:
  - (a) Faces: Select center book match White Birch Finish to be selected.
  - (b) Plain sliced, straight grain bookmatched.
  - (c) Rotary cut select White Birch
  - (d) Edges: Shall match face veneer.
  - (e) AWI Grade: Premium, Double A Grade Face
  - (f) *Construction: Composite wood containing no added Urea formaldehyde "Meditate II" or equal.*
  - (g) *Use adhesives that meet the VOC limits of South Coast Air Quality Management District Rule 1168, and all sealants used as filter must meet or exceed Bay Area Air Quality Management District Regulation #8, Rule #51.*
2. Fire-Rated Solid Core Doors: Comply with the following requirements:
  - (a) Faces and Grade: Provide faces and grade to match non-fire-rated doors in same area of building, unless otherwise indicated.
  - (b) Construction: Manufacturer's standard core construction as required providing fire-resistance rating indicated.
  - (c) Blocking: Provide composite blocking designated to maintain fire resistance of door with improved screw-holding capability of same thickness as core.
  - (d) Top rail blocking and lockbox blocking.
3. Non-rated and Rated Doors Edge Construction: Provide manufacturer's standard laminated-edge construction for improved screw-holding capability and split resistance as compared to edges composed of a single layer of treated lumber. Exposed edges shall match face veneer.
4. Transparent Finish: Comply with requirements indicated for grade, finish system, staining effect, and sheen. *All coatings must meet or exceed the VOC and chemical component limits of Green Seal requirements (less than 150g/liter).*
  - (a) Grade: Premium
  - (b) Finish (shop Applied): Manufacturer's standard finish with performance requirements comparable to AWI System TR-6 catalyzed polyurethane or UV catalyzed polyester.
  - (c) Staining: As selected by Architect approved by Agency from manufacturer's full range.
  - (d) Effect: Open-grain finish.
  - (e) Sheen: Satin-medium rubbed effect.
5. Vision Lights
  - (a) Non-Fire Rated Doors: Tempered glass ASTM C 1048, Condition A (uncoated), Type I (transparent glass, flat), Class 1 (clear), Quality Q3 (glazing), Kind FT (fully tempered), ¼ inch thick.
  - (b) Fire Rated Doors: Use wired glass with a maximum of 100 sq. inches.
  - (c) Vision Lite Frames: Wood veneer (to match door veneer) vision lite frame, appropriate for use in fire rated doors, nominal size as indicated in Door Schedule.
6. Astragals

- (a) Provide surface mounted astragal at all double doors. Coordinate type for required rated doors/frames and closers. Provide door coordinator(s) as required.
- 7. Doors to be coordinated with requirements for security system, as required by each project.

C. SUGGESTED MANUFACTURERS

- 1. Marshfield Door Systems
- 2. Eggers Industries, Architectural Door Division
- 3. Mohawk Flush Wood Doors, Inc. – Wood Stave Core Door or 45/60/90 Minute Fire Door
- 4. Or approved equal.

End of Section

SECTION 084236 - GLASS DOORS AND PARTITIONS

A. QUALITY ASSURANCE

- 1. Provide systems, including anchorage, capable of withstanding required loads without structural failure, deflection exceeding specified limit, support components transferring stresses to glazing, and glazing-to-glazing or glazing-to-support contact as determined by structural analysis.
- 2. Clear Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated surfaces), Type I (transparent), Class 1 (clear) requirements. Provide products of thickness indicated that have been tested for surface and edge compression according to ASTM C 1048 and for impact strength according to CPSC 16 CFR, Part 1201 for Category II materials. Provide distraction markings.

B. SUGGESTED MANUFACTURERS

- 1. CRL Laurence
- 2. Blumcraft
- 3. Or approved equal

End of Section

SECTION 087100 - FINISH HARDWARE

A. QUALITY ASSURANCE

- 1. Hardware shall be suitable and adapted for its required use and shall fit its designated location. Should any hardware as shown, specified or required fail to meet the intended requirements or require modification to suit or fit the designated location, determine the correction or modification necessary and notify the Architect in ample time to avoid delay in the manufacture and delivery of hardware.
- 2. For fire rated openings provide hardware complying with NFPA Standard No. 80 requirements of authorities having jurisdiction.
- 3. Barrier Free Requirements: Maximum pressure applied to the latch area to open exterior doors shall not exceed fifteen (15) pounds. Interior doors which have a self-closing feature shall require pressure not to exceed five (5) pounds.

B. FINISHES

- 1. Hardware finishes shall meet in all respects the requirements of the U.S. Bureau of Standards for the following:
  - (a) US 28      Satin anodized aluminum
  - (b) US 32D     Satin stainless steel
  - (c) NOTE:     A single finish should be selected and used uniformly throughout the facility.  
All manufacturers listed are suggested or approved equal.

C. REQUIREMENTS

- 1. All doors with locksets shall be keyed under a Grand Master and Tenant Master System.
- 2. All existing door hardware shall be ADA compliant. If existing door hardware is not ADA compliant, it shall be replaced with new ADA compliant hardware.
- 3. Hardware shall be coordinated with security requirements for each project. Hardware not contained in this section should be submitted to OGS for their comment.

D. TYPE AND MANUFACTURER

- 1. Aluminum Entrance Doors (Pairs)
  - (a) Hinges:
    - 1). Quantity: 3 pair
    - 2). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (b) Door Closers:
    - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
    - 2). Power Assisted Door operators shall be installed on all main entry doors (see section 08700 Section E)
  - (c) Door Pulls:
    - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (d) Push Bars:
    - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (e) Exit Devices:
    - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (f) Flush Bolts:

1. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
2. Aluminum vestibule doors: Same as entrance doors
3. Public Toilet Doors
  - (a) Hinges:
    - 1.) Quantity: 1 ½" pair
    - 2.) Manufacturer: Commercial Grade, heavy duty use as per manufacturers specifications.
  - (b) Door Closers:
    1. Quantity
      - a) Manufacturer : Commercial grade, heavy-duty use as per manufacturer specifications.
      - b) Power Assisted Door operators shall be installed on all toilet room doors (see section 08700 Section E)
  - (c) Push Plate:
    1. Size: 14" x 18"
    2. Gauge: 16
    3. Material: Stainless Steel
  - (d) Door Pull:
    1. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (e) Kick Plate:
    1. Size: 8" x 2" x less than door width
    2. Material: Stainless Steel
  - (f) Knob Bumper:
    1. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (g) Lockset:
    1. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.

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4. Staff Toilet Doors
  - (a) Hinges:
    1. Quantity: 1 ½ pair
    2. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (b) Door Closer:
    1. Manufacturer and Series: Commercial grade, heavy-duty use as per manufacturer specifications.
    2. Power Assisted Door operators shall be installed on all toilet room doors
  - (c) Knob Bumper:
    1. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (d) Push-Button Lock:
    1. Manufacturer: Simplex Security Systems, Inc., commercial grade, heavy-duty use as per manufacturer specifications.
    2. NOTE: Specify manufacturer of removable core cylinder
5. Stair Doors
  - (a) Hinges:
    1. Quantity: 1 ½ pair"
    2. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (b) Door Closer:
    1. Manufacturer and Series: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (c) Knob Bumper:
    1. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (d) Lockset:
    1. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (e) Exit Device:
    1. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
6. Corridor Doors to Offices
  - (a) Hinges:
    1. Quantity: 1 ½ pair
    2. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (b) Door Closer
    1. Manufacturer and Series: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (c) Lockset:
    1. Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (d) Lever Handle Lockset:

- 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  - (e) Knob Bumper:
    - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  7. Private Office Doors
    - (a) Hinges:
      - 1). Quantity: 1 ½ pair
      - 2). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
    - (b) Lockset:
      - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
    - (c) Knob Bumpers
      - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
    - (d) Coat Hooks
      - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  8. Closet Doors
    - (a) Hinges:
      - 1). Quantity 1 ½ pair
      - 2). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
    - (b) Lockset:
      - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
    - (c) Knob Bumper
      - 1). Manufacturer: Commercial grade, heavy-duty use as per manufacturer specifications.
  9. Door hardware functions shall be passage sets, classroom, privacy or storage functions as required or otherwise specified on design drawings. All door hardware shall be commercial grade and meet ADA requirements.
- E. POWER ASSIST OPERATORS
1. Quality Assurance
    - (a) Fire-rated and emergency exit openings: Provide door operators that comply with NFPA for requirements for doors as emergency exits, and that do not interfere with fire ratings.
    - (b) BHMA Standard: Provide power door operators that comply with applicable requirement of ANSI A156.10 (BHMA 1601, Power Operated Pedestrian Door Standard.
    - (c) UL Standard: Provide power door operators that comply with UL 325.
  2. General Door Operator Requirements:
    - (a) Capacity: provide operators of the size recommended by the manufacturer for the door size, weight and movement, for condition of exposure; and for long-term, maintenance-free operation under normal traffic load for the type of occupancy indicated.
    - (b) Exposed housing for operators: Minimum 0.0598-inch (16 gauge) thick formed sheet steel cover with provisions for maintenance access. Provide with fasteners concealed with door is in closed position. Provide with manufacture's standard prime coat finish for field painting.
    - (c) Adjustment features: operators shall be fully adjustable. Provide adjustment for opening, closing and checking speeds, as well as length of time the door remains open.
    - (d) Electro-Mechanical Operator for Swinging Doors: Provide the manufacturer's standard electromechanical unit with doors power-opened and spring-closed, with the closing speed controlled mechanically by gear train and dynamically by braking action of electric motor and, with easy manual operation including spring closing with power off. Provide operator action as indicated and mounting as indicated below:
      - 1). Operator Mounting Type: Surface-mounted overhead operator
      - 2). Fire Door Accessories: Provide fire door accessory package consisting for UL-listed latch mechanism power reset box, and caution labels for fire-resistance rated doors indicated for electro-mechanical operation.
    - (e) Card Reader Access: Coordinate with security hardware vendor as necessary to provide complete operation for function/security as required. Provide operator with auxiliary contacts as necessary for security vendor.
    - (f) Door to be activated by remote mounted ADA compliant controller.

End of Section

## DIVISION 9 - FINISHES

### SECTION 092116 - GYPSUM BOARD SYSTEM

#### A. ENVIRONMENTAL CRITERIA

1. *Steel studs, track, and miscellaneous framing shall contain a minimum of 25% (combined) post-industrial/post-consumer recycled content (the percentage of recycled content is based on the weight of the component materials). Gypsum wallboard shall contain "synthetic" gypsum produced with a minimum of 50% post-industrial recycled content. If required, certification of*

recycled content shall be in accordance with the requirements found in the Request for Proposal, Room Data Sheets, or Lease Work Letter.

B. MATERIALS

1. Studs, tracks and furring: ASTM C-645, 25 gauge galvanized steel, minimum 3 5/8" wide, at 16" on center high recycled content.
2. Gypsum wallboard shall contain "synthetic" gypsum produced with a minimum of 75% post-industrial recycled content.
3. Fire resistant gypsum board: ASTM C-36 5/8" thick, Type X, UL listed and bearing listing marking, long edges tapered.
4. Moisture resistant gypsum board: ASTM C-630, 5/8" thick, long edges tapered.
5. Moisture and fire resistant gypsum board, ASTM C-630, 5/8" thick, Type X, UL listed and bearing listing mark, long edges tapered.
6. Metals and trim accessories: Galvanized steel in accordance with gypsum board manufacturer's recommendation. Alternate: Paper face beads and trim.
7. Joint tapes: ASTM C-475, gypsum board manufacturers.
8. Joint compound: ASTM C-475, Joint Compound: Factory premixed vinyl base product, free of antifreeze vinyl adhesives, preservatives, biocides and other slow releasing compounds.
9. Sound Batts: Unfaced fiberglass insulation "Sound Attenuation Batts" by Owens Corning or approved equal.
10. Acoustical Sealant: USG "Acoustical Sealant" or "Tremco Acoustical Caulking" of Tremco Mfg. Co., or approved equal.  
Gypsum Manufacturers:
  - (a) United States Gypsum
  - (b) National Gypsum
  - (c) Or approved equal.

End of Section

SECTION 093013 – TILE

A. GENERAL

1. Installation shall comply with ANSI 108.1 - 108.10 as applicable for type and method of tile installation.
2. Wall tile shall be from floor to ceiling.
3. Ceramic base tile shall be coved.
4. Adhesive to have a VOC limit of 130 grams/liter or latest requirement of South Coast Rule #1168 by South Coast Air Quality Management District.
5. Tile and Base Manufacturer: Both tile and base must be supplied by the same manufacturer.
6. Install with 1/2" cement board or waterproof gypsum board at shower areas.
7. Install all ceramic tile in accordance with the recommendations contained in Handbook for Ceramic Tile Installation of the Tile Council of America, Inc. latest edition.

B. PORCELAIN TILE

1. Tile should carry a Porcelain Enamel Institute (PEI) rating for abrasion of Class 4+ - Heavy to Extra Heavy Traffic.
2. Tile shall be impervious having an absorption rate between 0.0 – 0.5%.
3. Tile should have a through body color.
4. Matt or non-skid finish for floor application.

End of Section

SECTION 095300 - ACOUSTIC PANEL CEILINGS

A. QUALITY ASSURANCE

1. Fire rated assembly of complete ceiling system, where required by applicable local building code, shall comply with applicable requirements "UL Fire Resistance Index" and with "UL Design Numbers" corresponding to the assembly.
2. Main and cross runners, wall angle or channel shall be steel with manufacturer's standard smooth matte white painted finish, containing recycled contents if available.

B. REFERENCES

1. The metal suspension system shall meet the requirements of ASTM C635 Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.

C. SUSPENSION SYSTEM MATERIALS

1. Suspension System:
  - (a) Type ID/EG: Intermediate duty, direct hung, exposed grid (minimum load carrying capability of main runner; 12 lb./lin. ft.)
  - (b) Type HD/EG: Heavy duty, direct hung, exposed grid (minimum load carrying capability of main runners; 16 lb./lin. ft.)
  - (c) Suggested Manufacturers:
    - 1). USG DXF/DXLF (9/16" wide)
    - 2). Armstrong Silhouette XL 9/16" Bolt Slot with 1/8" reveal.
    - 3). Or approved equal.
2. Acoustical Ceiling Tile for Offices, Conference Rooms and Corridors:
  - (a) Minimum requirements: Furnish products that meet or exceed the following requirements:
    - 1). Class A Mineral Fiber panel, 5/8" thick, 24"x24" and 24" x 48".
    - 2). Flame spread rating (ASTM E84): Class A 25 or less

- 3). NRC .90
- 4). Minimum AC 170
- 5). Minimum CAC 35
- 6). Light reflectance: .75% (LR-1) or more.
- (b) Standard finish: Manufacturer's standard factory applied white paint finish with mold and mildew inhibitor
- (c) 37%-75% post recycled content
- (d) Suggested Manufacturers:
  - 1). USG
  - 2). Armstrong
  - 3). Or approved equal.
3. Ceiling tile for computer/server rooms.
  - (a). USG Clean Room Clima Plus or equal
4. Acoustic Ceiling Tile for Special Use Areas:
  - (a). Landlord's architect to provide separate submittal for approval by OGS prior to use.

End of Section

SECTION 096500 - RESILIENT WALL BASE

A. GENERAL

1. Installation shall be in accordance with manufacturer's specifications.
2. Materials shall comply with ASTM E 648 and ASTM E 662.
3. *Adhesives to have a VOC limit of 150 grams/liter or latest requirement of South Coast Rule #1168 by South Coast Air Quality Management District.*
4. *Leveling Compound: Low VOC, latex type as recommended by manufacturer of tiles.*
5. *Use of base with recycled content.*

B. MATERIALS

1. Cove Base Materials:
  - (a). Size: 4" high
  - (b). Thickness: 1/8"
  - (c). Length: Nominal 4 foot
  - (d). Exterior Corners: Jobsite formed
  - (e). Interior Corners: Jobsite formed
2. Base Manufacturers:
  - (a) Armstrong
  - (b) Roppe
  - (c) Or approved equal

End of Section

SECTION 096519 - RESILIENT TILE FLOORING

A. GENERAL

1. Installation shall be in accordance with manufacturer's specifications.
2. Materials shall comply with ASTM E 648 and ASTM E 662.
3. *Adhesive to have a VOC limit of 150 grams/liter or latest requirement of South Coast Rule #1168 by South Coast Air Quality Management District.*
4. *Leveling Compound: Low VOC, latex type as recommended by manufacturer of tiles.*
5. *Use of VCT with recycled content is encouraged.*

B. MATERIALS AND MANUFACTURERS

1. Tile Materials:
  - (a) Size: 12" x 12" tiles
  - (b) Thickness: 1/8"
  - (c) Class: 2 (through pattern tile)
  - (d) Wear Surface: smooth
2. Suggested Manufacturers
  - (a) Armstrong's "Standard Excelon"
  - (b) Or approved equal

End of Section

SECTION 096813 - TILE CARPETING

A. GENERAL

1. Install tile carpeting and miscellaneous materials in accordance with CRI 104, Section 14 and with tile carpeting manufacturer's written installation instructions.
  - (a) Maintain dye lot integrity. Do not mix dye lots in the same area.
3. Carpeting must be full glue application.
4. References:
  - (a) AATCC - The American Association of Textile Chemists and Colorists, Research Triangle Park, NC 27709, [www.aatcc.org](http://www.aatcc.org).
  - (b) CRI - Carpet and Rug Institute, Dalton, GA 30722-2048, [www.carpet-rug.com](http://www.carpet-rug.com).



- (c) Carpet tile must comply with the Carpet and Rug Institutes Indoor Air Quality Program (ASTM-D-5116)
- 5. **Utilize adhesives, which are CRI Indoor Air Quality Green Label Certified.**
- 6. Flammability Certification:
  - (a) Radiant Panel Flooring Flammability Test: NFPA 253. Class I, Minimum 0.45 watts per sq centimeter.
  - (b) Methenamine Tablet Test: DOC-FF-1-70 and ASTM D 2859. Meet the "Standards for the Surface Flammability of Carpets".
  - (c) Smoke Density Test: NFPA 258 and ASTM E 662. Specific optical density (DM) of 450 or less (flaming).
- 7. Dimensional Stability: Aachen Method DIN 54318, 0.2 percent or less.
- 8. Obtain each type of carpet tile from one source and by a single manufacturer.
- 9. Warranty including the following:
  - (a) Abrasive wear warranty of 10% wear maximum over a 10-year minimum period from date of installation.
  - (b) Lifetime warranty coverage for tuft bind, static, delamination and edge ravel.
  - (c) Backing shall be warranted against cupping, doming, delamination and squareness for a minimum period of 10 years from date of installation.

**B. PRODUCTS/SIZE SELECTION**

- 1) Subject to compliance with requirements, provide products of the following:
- 2) Carpet tile including products from the following manufacturers:
  - (a) Bigelow Carpet, Kennesaw, GA 30144, (800) 554-6637, [www.bigelowcommercial.com](http://www.bigelowcommercial.com)
  - (b) Lees Carpets, Kennesaw, GA 30144, (800) 523-5647, [www.leescarpets.com](http://www.leescarpets.com)
  - (c) Mannington Commercial Carpet, Calhoun, GA 30703, (800) 241-2262 [www.mannington.com](http://www.mannington.com)
  - (d) Milliken Carpet, LaGrange, GA 30240 (800) 528-8453, [www.millikencarpet.com](http://www.millikencarpet.com)
  - (e) Shaw Carpet, Calhoun, GA 30701 (877) 502-7429, [www.shawcontractgroup.com](http://www.shawcontractgroup.com)
  - (f) Or approved equal
- 3) All carpet tile shall meet the following standards:
  - (a) Carpet Tile: 24" x 24" carpet module.
  - (b) Face Weight: 20 oz.
  - (c) Gauge: 1/8
  - (d) Colorfastness to Light: AATCC 16, Option E. Minimum rating of 4 on grey scale after 80 hours exposure.
  - (e) Colorfastness to Crocking: AATCC 165. Minimum rating of 4 wet and dry.
  - (f) Appearance Retention Rating: ASTM D 5252. CRI TM-101 "Severe" rating.
  - (g) Stain Resistance: AATCC 175. Rating of 8 or better.
  - (h) Static Resistance: AATCC 134. 3.5 kv or less, at 70 degrees F and 20 percent RH.
  - (i) Tuft Bind: ASTM D 1335. Average pounds of force not less than 12 pounds.
  - (j) Maximum Pile Height (inches): .156.
  - (k) Minimum Pile Thickness (inches): .130.
  - (l) Minimum Stitches per Inch: 8.3.
  - (m) Fiber Type: 100 percent Type 6.6 Nylon.
  - (n) Dye Method: Yarn Dyed, Injection Dyed, or Solution Dyed.
  - (o) Minimum density: 5000
  - (p) Minimum pattern repeat size subject to approval by owner (overprinting not acceptable). Type A Tile Carpeting: Tufted, Textured Loop Pile (Random Pattern).
  - (q) Backing System: Manufacturer's standard vinyl or thermoplastic hard-backing or integral-cushion thermoplastic backing system, recyclable content, maintaining a 100 percent moisture barrier between secondary backing and the floor substrate.
  - (r) *Option: Backing made from 100% reclaimed thermoplastic content.*
  - (s) *Option: LEED Building Criteria: Comply with testing and product requirements of the Carpet and Rug Institute "Green Label Plus" program.*
- 4) Miscellaneous
  - (a) Trowelable: Leveling and Patching Compounds: Latex-modified Portland cement based or blended hydraulic-cement-based formulation provided or approved by tile carpeting manufacturer for application on substrate surface and grade level.
  - (b) Resilient Edge Strips: Not less than one inch wide, tapered bullnose edge, thickness and color as selected.
  - (c) Adhesives: Tile carpeting manufacturer's recommended water resistant materials formulated for application on substrate surface and grade level.
  - (d) Low VOC Flooring Adhesive and Joint Materials: Tile carpeting manufacturer's recommended water resistant materials formulated for low VOC (VOC Limit 50g/L less water) and for application on substrate and grade level.
  - (e) Cleaning Solvents: Low toxicity, and a flash point in excess of 100 degrees F.
  - (f) Wood Floor Primer: Tile carpeting manufacturer's recommended type.
  - (g) Liquid Floor Stripper: Tile carpeting manufacturer's recommended type.
  - (h) Metal Edge Strips: Extruded aluminum, mill finish; butt type for concealed anchorage; countersunk stainless steel fasteners, with anchors suitable for substrate surface.

**C. EXECUTION**

- 1. The persons installing the tile carpeting and their Supervisor shall be experienced in carpeting installation, including the requirements of the tile carpeting manufacturer. Examine surfaces scheduled to receive tile carpeting for defects that will adversely affect the proper installation. Do not proceed until unsatisfactory conditions are corrected.

2. Install pattern parallel to walls and borders.
3. Cut and fit tile carpeting neatly around projections through floor and to walls and other vertical surfaces.
4. Bind or seal cut edges as recommended by the tile carpeting manufacturer.
5. Stagger joints of tile carpeting so tile carpeting grid is offset from access flooring panel grid.
6. Install edge strips where tile carpeting terminates at other floor coverings or finishes. Use one full length piece where possible. Where splicing cannot be avoided, butt ends tight and flush.
7. Upon completion of the tile carpeting installation, immediately remove spots and smears of excessive adhesive from tile carpeting with cleaning solvent. Remove loose pieces of face yard with sharp scissors.
8. Place usable remnants of tile carpeting in an area designated by the Director's Representative.
9. Remove waste materials and tools.
10. Upon completion, thoroughly vacuum clean carpeted areas.
11. After each area of tile carpeting has been installed, protect from soiling and damage.

End of Section

SECTION 096816 - SHEET CARPETING

A. GENERAL

1. References:
  - (a) AATCC - The American Association of Textile Chemists and Colorists, Research Triangle Park, NC 27709, [www.aatcc.org](http://www.aatcc.org).
  - (b) CRI - Carpet and Rug Institute, Dalton, GA 30722-2048, [www.carpet-rug.com](http://www.carpet-rug.com)
2. CRI - Carpet and Rug Institute, Dalton, GA 30722-2048, [www.carpet-rug.com](http://www.carpet-rug.com)
3. Flammability Certification:
  - (a) Radiant Panel Flooring Flammability Test: NFPA 253. Class I, Minimum 0.45 watts per sq centimeter.
  - (b) Methenamine Tablet Test: DOC-FF-1-70 and ASTM D 2859. Meet the "Standards for the Surface Flammability of Carpets".
  - (c) Smoke Density Test: NFPA 258 and ASTM E 662. Specific optical density (DM) of 450 or less (flaming).
4. Colorfastness to Light: AATCC 16, Option E. Minimum rating of 4 on grey scale after 80 hours exposure.
5. Colorfastness to Crocking: AATCC 165. Minimum rating of 4 wet and dry.
6. Appearance Retention Rating: ASTM D 5252. CRI TM-101 "Severe" rating.
7. Stain Resistance: AATCC 175. Rating of 8 or better.
8. Static Resistance: AATCC 134. 3.5 kv or less, at 70 degrees F and 20 percent RH.
9. Tuft Bind: ASTM D 1335. Average pounds of force not less than 12 pounds.
10. Installer Qualifications: The persons installing the sheet carpeting and their Supervisor shall be experienced in carpeting installation, including the requirements of the sheet carpeting manufacturer.
11. Manufacturer's Warranty: Minimum 15 year wear warranty.
12. **Optional: LEED Submittals:**
  - (a) *Indoor Environmental Quality: Indicate compliance with testing and product requirements of the Carpet and Rug Institute's "Green Label Plus" program. Adhesive: Include printed statement of VOC content and chemical components.*
  - (b) *Recycled Content: Indicate recycled content; include minimum percentage of pre-consumer and post-consumer recycled materials.*
  - (c) *Local/Regional Materials: Indicate sourcing and manufacturing locations.*

B. PRODUCTS

1. SHEET CARPETING MANUFACTURERS
  - (a) Bigelow Carpet, Kennesaw, GA 30144, (800) 554-6637, [www.bigelowcommercial.com](http://www.bigelowcommercial.com)
  - (b) Lees Carpets, Kennesaw, GA 30144, (800) 523-5647, [www.leescarpets.com](http://www.leescarpets.com)
  - (c) Mannington Commercial Carpet, Calhoun, GA 30703, (800) 241-2262  
[www.mannington.com](http://www.mannington.com)
  - (d) Milliken Carpet, LaGrange, GA 30240 (800) 528-8453, [www.millikencarpet.com](http://www.millikencarpet.com)
  - (e) Shaw Carpet, Calhoun, GA 30701 (877) 502-7429, [www.shawcontractgroup.com](http://www.shawcontractgroup.com)
  - (f) Or equal.
2. Type A Sheet Carpeting: Tufted, Textured Loop Pile (Random Pattern):
  - (a) Fiber Type: 100 percent Type 6.6 Nylon.
  - (b) Minimum Face Yarn Weight: 20 oz.
  - (c) Maximum Pile Height (inches): .156.
  - (d) Minimum Pile Thickness (inches): .130.
  - (e) Minimum Stitches per Inch: 8.3.
  - (f) Minimum Gauge: 1/8.
  - (g) Minimum Density: 5000.
  - (h) Dye Method: Yarn Dyed, Injection Dyed, or Solution Dyed.
  - (i) Backing:
    - 1) Primary - Polypropylene.
    - 2) Secondary - Synthetic.
  - (j) Width: 12 feet.
  - (k) **Optional: LEED Building Criteria: Comply with testing and product requirements of the Carpet and Rug Institute's "Green Label Plus" program.**

3. Carpet Cushion: Sheet carpeting manufacturer's recommended cushion material for substrates and specified sheet carpeting types.
4. Resilient Edge Strips: Not less than one inch wide, tapered bullnose edge, thickness and color as selected.
5. Metal Edge Strips: Extruded aluminum, mill finish; butt type for concealed anchorage; countersunk stainless steel fasteners, with anchors suitable for substrate surface.
6. Trowelable Leveling and Patching Compounds: Latex-modified Portland cement based or blended hydraulic-cement-based formulation provided or approved by sheet carpeting manufacturer for application on substrate surface and grade level.
7. Adhesives: Sheet carpeting manufacturer's recommended water resistant materials formulated for application on substrate surface and grade level.
8. *Low VOC Flooring Adhesive and Joint Materials: Flooring manufacturer's recommended water resistant materials formulated for low VOC (VOC Limit 50g/L less water) and for application on substrate and grade level.*
9. Seam Sealer: Sheet carpeting manufacturer's recommended type
10. Cleaning Solvents: Low toxicity, and a flash point in excess of 100 degrees F.
11. Wood Floor Primer: Sheet carpeting manufacturer's recommended type.
12. Liquid Floor Stripper: Sheet carpeting manufacturer's recommended type.

C. EXECUTION

1. Examine surfaces scheduled to receive sheet carpeting for defects that will adversely affect the proper installation. Do not proceed until unsatisfactory conditions are corrected.
2. Install sheet carpeting in accordance with approved seam diagram. Match sheet carpeting pattern at seams.
3. Seaming: Treat edges cut for seaming with seam sealer. Apply the sealer along the edge of the sheet carpeting at the point where the face yarn goes into the back. Immediately remove excess sealer from face of pile with cleaning solvent recommended by seam sealer manufacturer.
4. Cut and fit sheet carpeting neatly around projections through floor and to walls and other vertical surfaces.
5. Direct Glue-Down Method: Apply adhesive in accordance with manufacturer's instructions. Broom or roll sheet carpeting to remove air bubbles and insure bond.
6. Stairs and Steps: Secure sheet carpeting by anchorage methods recommended by sheet carpeting manufacturer.
7. Install edge strips where sheet carpeting terminates at other floor coverings or finishes. Use one full length piece where possible. Where splicing cannot be avoided, butt ends tight and flush.
8. Upon completion of the sheet carpeting installation, immediately remove spots and smears of excessive adhesive from sheet carpeting with cleaning solvent. Remove loose pieces of face yard with sharp scissors.
9. Remove all waste materials and tools.
10. Upon completion, thoroughly vacuum clean carpeted areas.
11. After each area of sheet carpeting has been installed, protect from soiling and damage.

End of Section

SECTION 096913 - ACCESS FLOOR SYSTEM

A. QUALITY ASSURANCE

1. Installer Qualifications: Firm approved by access flooring manufacturer and that has successfully installed access flooring systems of a scope similar to that of this project.

B. PERFORMANCE REQUIREMENTS (MINIMUM)

1. Panels
  - (a) Panels shall have a maximum electrical resistance of 1 ohm or less from the top edge of the panel, less surface covering and pedestal pad, to the understructure.
  - (b) Concentrated Load: Panel shall support a 1000 lb. load at any location, with top surface deflection not to exceed 0.100", and a permanent set not to exceed 0.010".
  - (c) Uniform Load: Panel shall support 250 lb. per square foot load, with a maximum top surface deflection not to exceed 0.060" and a permanent set not to exceed 0.010".
  - (d) Ultimate Load: 3000 lbs. minimum at weakest point.
  - (e) Rolling Load: Panels shall withstand a rolling load of 800 lbs. applied through a 3" dia. x 1-13/16" wide phenolic caster for 10 passes. Permanent top surface set shall not exceed 0.040". Panels shall withstand a rolling load of 600 lbs. applied through a 6" diameter x 1-1/2" wide hard rubber-surfaced wheel for 10,000 cycles over the same path. Permanent top surface set shall not exceed 0.020".
  - (f) Impact Load: A 150 lb. load dropped from 36" onto a one-inch square indenter shall not cause system failure.
  - (g) ASTM E 84: Flame spread of 5 or less and smoke development of 25 or less.
2. Pedestals
  - (a) Axial Load: Pedestal assembly shall provide a 5000 lb. axial load without permanent deformation.
  - (b) Overturning Moment: Pedestal assembly shall provide an average overturning moment of 1000 in-lbs. when glued to a clean sound, uncoated concrete surface.
3. Stringers
  - (a) Midspan Concentrated Load: Stringer shall be capable of withstanding a concentrated load of 450 lbs. placed in the midspan stringer center on a one square inch area using a round or square indenter without exceeding a permanent set of 0.010" after load is removed.

4. Floor Panels
  - (a) Manufacturer's standard 24" x 24" nominal size, interchangeable, welded steel construction floor panels easily placed and removed by a portable lifting device.
  - (b) Chemically clean bottom surfaces and edges of floor panels. Prime and paint with manufacturer's conductive paint. Do not paint top surface of panels.
  - (c) Floor Covering: Finish top of each floor panel with one (1) piece of high pressure laminated plastic, 1/8" nominal thickness, of type specifically designed and manufactured for use on computer room floors. Edge each panel on four (4) sides with manufacturer's standard shape, extruded, conductive, vinyl plastic edge trim.
  - (d) Carpet Covering: Provide plain panel factory finished steel ready to accept carpet tiles.
5. Grid System
  - (a) Manufacturer's standard steel stringers, interlocking with pedestal heads to form a grid pattern for supporting each edge of each floor panel, and with a pedestal under each corner of each floor panel.
    - 1). Rigid grid with stringers securely locked or bolted to pedestal heads.
    - 2). Rigid conductive vinyl pads for bearing surfaces of stringers.
  - (b) Finish of Steel: Galvanized or manufacturer's standard primer and paint.
6. Accessories
  - (a) Cutouts: Fabricate floor panels with cutouts for cables and grilles at locations shown. Trim cutouts with plastic edging and provide foam rubber pad for sealing and protection of cables. Provide additional support if required to satisfy performance requirements.
  - (b) Grilles and Dampers: Manufacturer's standard load-bearing vent grilles and dampers in floor panels at locations shown. Isolate grilles and dampers from metal-to-metal contact. Reinforce floor panel units if required to satisfy performance requirements. Units shall not project more than 0.125 inch above floor finish.
  - (c) Perforated Floor Panels: Computer room floor strength perforated floor panels, with dampers, at locations as required by design. **Must be interchangeable with solid panels.**
  - (d) Plenum Dividers: Minimum 0.064 inch thick aluminum or 16 gauge galvanized steel sheet.
  - (e) Sealing Mastic: Mastic recommended by flooring manufacturer.
  - (f) Vertical Closures (Fascia): Minimum 0.080 inch thick aluminum side closure plates.
  - (g) Ramps: Units of the same basic performance and construction requirements as the flooring system. Cover ramps with floor covering to match access floor. Provide non-slip pads on top surface of ramp covering. Cut panels will not be accepted unless warranted by manufacturer to have equivalent performance as required by specifications for full panels.
  - (h) Steps: Fabricated of same basic materials as floor panels, with Non-slip aluminum nosing on steps, unless otherwise shown.
  - (i) Railings: Manufacturer's standard satin-finished aluminum post and rail type handrails, with end caps, wall and floor flanges, plates and anchorages.
  - (j) Panel Lifting Device: Provide a minimum of two double, suction type, panel-lifting device for hard surfaced panel installation.
7. Attic Stock
 

Attic stock for individual rooms/floors of buildings shall be provided for the following items:

  - (a) Grid system components of each style used.
  - (b) Standard panels for each flooring finish
  - (c) Cut panels for each finish, including grommets if required

The quantity of attic stock for individual rooms or building with one or more floors of raised flooring or individual rooms shall be calculated as follows:

  - (a) Standard panels for each flooring finish:
    1. Individual Rooms: 1 panel for each 100 usf of raised floor, minimum of one
    2. Building with one or more floors: 1 panel for each 5,000 usf of raised floor, minimum of two.
  - (b) Perforated Panels for each floor finish: 5% of initial design requirement.
  - (c) Cut panels for each finish:
    1. Individual Rooms: 2 panels for each 100 usf, minimum of two.
    2. Buildings with one or more floors: 2% of the number of cut panels, minimum of two.
  - (d) Grid components for each raised floor type:
    1. Individual Rooms: sufficient components to support one panel for every 100 usf, minimum of one.
    2. Buildings with one or more floors: sufficient components of support one panel for every 5,000usf, minimum of two.
8. Manufacturers:
  - (a) Tate concore 3000 bolted stringer.
  - (b) Or approved equal

End of Section

SECTION 097200 - VINYL WALLCOVERING

A. GENERAL:

1. Wall covering to meet ASTM E-84 Tunnel Test with the following flame spread scale and smoke development rate:
  - (a) Flame Spread Scale: 0 to 25
  - (b) Smoke Development Rate: 0 to 25
2. Wall covering shall have a vinyl surface.
3. Type II (heavy duty): Total weight 22 oz./sq. yd. minimum

4. Material width: 54"
5. Fabric Backing: Drill or Polyester Osnaburg
6. Performance and Physical Properties:
  - (a) Tensile breaking strength (minimum): 50 lbs. X 50 lbs.
  - (b) Tear Strength (minimum): 25 x 25 scale reading
  - (c) Abrasion Resistance: 300 double rubs
  - (d) Meets ASTM D 1308 with no appreciable effect of staining
  - (e) Meets ASTM D 1308b with no fading due to strong cleaning solution
  - (f) Meets ASTM D 751-79 with adhesion of coating to fabric being a minimum of six lbs. per two inch width
7. Pattern and color: To be selected by Tenant.
8. Adhesive, primer/sealer: type recommended by wall covering manufacturer. All materials must be mildew-resistant and non-staining to the wall covering.
9. Corner Guards are to be installed 48" above the base on all exterior corners and columns (See Section 102613).
10. Manufacturers:
  - (a) Koroseal Wall covering (B.F. Goodrich)
  - (b) Genon
  - (c) J.M. Lynn
  - (d) Wolf Gordon Inc.
  - (e) Or approved equal.

End of Section

#### SECTION 099101 - PAINTING AND FINISHING

##### A. GENERAL APPLICATION

1. Paint all existing presently painted surfaces, two (2) coats.
2. Paint all new wallboard, three (3) coats, one (1) prime and two (2) finish).
3. Paint all ferrous metals, two (2) coats, one (1) prime and one (1) finish).
4. *Wooden top caps, one (1) coat stain, two (2) coats water emulsion or water based urethane.*
5. Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
6. *All paint to be Low or No VOC. Maximum VOC limit for Interior Coatings: Nonflat 150; Flat 50; or latest Green Seal standard for paints.*
7. All painting and application shall be as per manufacturer's instructions.

NOTE: No painting required for manufacturer's pre-finished paint surfaces or newly hung ceilings.

##### B. SUGGESTED MANUFACTURERS FOR DESIGNATED SURFACES

1. Gypsum Drywall (Ceilings): Lusterless (flat) emulsion finish, two coats over primer.
  - a. *Primer: Pristine Eco Spec. Latex Primer by Benjamin Moore or equal*
  - b. *1<sup>st</sup> and 2<sup>nd</sup> Finish Coat: Pristine Eco Spec. Latex Flat #219 by Benjamin Moore or equal.*
2. Gypsum Drywall (Walls Tenant Area): Eggshell finish; two coats over primer.
  - a. *Primer: Pristine Eco Spec. Latex Primer #231 by Benjamin Moore or equal.*
  - b. *1<sup>st</sup> and 2<sup>nd</sup> Finish Coat: Pristine Eco Spec Latex Eggshell #223 by Benjamin Moore or equal.*
3. Gypsum Drywall – polomyx and aqua fleck.
  - a. *Primer: One coat Benjamin Moore Interior Latex Primer/Sealer #231 or equal.*
  - b. *1<sup>st</sup> and 2<sup>nd</sup> Finish Coat: Eco Spec Semi gloss #224 by Benjamin Moore or equal.*
4. Ferrous Metal (including factory primed hollow metal doors and frames): Semi gloss acrylic latex, two coats over primer.
  - a. *Primer: Alkyd metal primer M06 by Benjamin Moore or equal.*  
*\*Alternate: Acrylic metal primer, M04 by Benjamin Moore or equal.*
  - b. *1<sup>st</sup> and 2<sup>nd</sup> Finish Coat: Eco Spec Semi gloss #224 by Benjamin Moore or equal.*
5. Painted Wood Trim and Doors (Semi Gloss):
 

Primer: One coat Benjamin Moore Paste Wood Filler #238 or equal.

  - a. *Stain: One coat Benjamin Moore Interior Wood Penetrating Stain #234 or equal color as selected by Architect and approved by OGS.*
  - b. *Finish Coat: Two coats Benjamin Moore Urethane water based stays clear #422 or equal.*

End of Section

### DIVISION 10 - SPECIALTIES

#### SECTION 102113 - TOILET/URINAL PARTITIONS CEILING HUNG

##### A. MATERIALS FOR TOILET PARTITIONS AND SCREENS

1. Steel Sheet for Baked Enamel Finish: Prime quality carbon steel, cold rolled, stretcher leveled, galvanized (0.00015" thick galvanized coating on each face) and bonderized.
2. Core Insulation: Manufacturer's standard rot-proof and vermin-proof double faced honeycomb or corrugated type core material; required in all panels, screens, pilasters and doors.
3. Hardware: Solid forged brass or stainless steel (Type 302 or 304), as indicated below. Stamped, cast alloy, or aluminum extrusions shall not be accepted.
  - (a) Ceiling Hung: Stainless steel, one piece (no visible joints or seams) flush or offset design, twenty (20) gauge.

- (b) Hinges: Gravity hinge type, self-closing, concealed within door, fully adjustable, to bring door to rest in thirty (30) degree open position. Hinge brackets solid forged brass or stainless steel, with solid stainless steel pin and pintels.
- (c) Latch: Solid forged brass with solid stainless steel slide.
- (d) Strike and Keeper: One piece, solid forged brass or sixteen (16) gauge stainless steel, with rubber bumper mechanically applied and theft proof.
- (e) Bumper Coat Hook: Solid forged brass, with ferrule held rubber bumper on back of each toilet compartment door.
- (f) Stirrup Brackets: Fourteen (14) gauge stainless steel or forged brass.
- (g) Hardware Finishes (select one):
  - 1). On Forged Brass: Heavy chromium plating over nickel over copper. Satin Finish (US26D).
  - 2). On Stainless Steel: No. 4, Satin Finish.
- 4. Fasteners: Provide exposed fasteners of stainless steel or chromium plated brass, same finish as adjoining metal, theft proof. Provide concealed fasteners of non-corrosive metal.
- 5. Furnish galvanized steel anchorage devices, complete with threaded rods, lock washers, and leveling adjustment nuts at pilasters, to permit structural connection at floor. Furnish shoe at each pilaster to conceal anchorage.

**B. FABRICATION**

- 1. Minimum Acceptable Metal Gauges
  - (a) Face Sheets for Panels and Screens: Twenty (20) gauge steel sheet.
  - (b) Face Sheets for Doors: Twenty two (22) gauge steel sheet.
  - (c) Face Sheets for Pilasters: Sixteen (16) gauge steel sheet for baked enamel finish, unless otherwise indicated.
    - 1). For pilasters less than four (4) inches wide - fourteen (14) gauge.
  - (d) Edge Moldings: Eighteen (18) gauge galvanized, bonderized steel.
  - (e) ~~Concealed Reinforcement: Fourteen (14) gauge galvanized steel for tapping and twelve (12) gauge galvanized steel for anchoring devices.~~

**C. STEEL FRAMING FOR SUPPORT OF CEILING HUNG TOILET**

- 1. Light steel framing (ASTM A36) and hanger for support of ceiling hung toilet compartments shall consist of adequately sized steel channels extending between walls directly over pilasters and be supported by 1/2" dia. galvanized steel rods. Rods shall be securely attached to structural slab above and securely attached to steel channels. Locate rods above every other pilaster. Install light steel framing and hangers prior to installation of suspended ceiling.

**D. SUGGESTED MANUFACTURERS**

- 1. Ceiling Hung Toilet compartments:
  - (a) "Flushung" of Flush Metal Partition Corp.
  - (b) "Century" of the Sanymetal Products Co.
  - (c) "Forum CH-700" of the Metpar Co.
  - (d) Or approved equal.

**End of Section**

**SECTION 102213 - WIRE MESH PARTITIONS**

**A. MATERIALS**

- 1. Wire Mesh Partitions
  - (a) Mesh: 1-1/2" diamond-intermediate crimped.
  - (b) Wire: No. 10 W & M gauge.
  - (c) Vertical Channel: 1-1/4" x 5/8" "C" Type with 1/4" bolts.
  - (d) Horizontal Channel: 1" x 1/2".
  - (e) Center Reinforcement: Double: Two 1" x 1/2" CCR channel bolted each side of mesh.
  - (f) Corner Post: 1-3/4" x 1-3/4" x 1/8" angle.
  - (g) Top Reinforcement: 2-1/4" x 1" Channel: Fastened with 1/4" "U" bolts. Approximately 24" on center.
  - (h) Floor Sockets: 1-1/4" x 1-1/4" x 2-1/2" high-ductile iron (weldable).
  - (i) Sliding Door Frame: 1-1/2" x 3/4" channel.
  - (j) Swinging Door Frame: 1-1/4" x 1/2" channel.
  - (k) Hardware: Mortise type lock operated by key outside, recess knob inside. Spring catches on pass windows.
- 2. Finish
  - (a) Fabricated units shall be dipped in a cleaning bath.
  - (b) Units shall be polyester powder coated and air dried.
  - (c) Color shall be as selected by the Architect from manufacturer's standard colors.

**B. SUGGESTED MANUFACTURER**

- 1. Cisco-Eagle.
- 2. Miller Wire Works, Inc.
- 3. Acorn Wire and Iron Works, Inc.
- 4. Or approved equal.

**End of Section**

SECTION 102226 - FOLDING PARTITIONS

- A. **QUALITY ASSURANCE**
1. Folding partitions, accessories, and trim shall be the product of a single manufacturer.
  2. Sound Transmission Classification: Comply with ASTM E 90.
  3. Fire Hazard Classification: Vinyl-faced fabrics as tested and classified by UL in accordance with ASTM E 84 and equal to or less than the following:
    - (a) Flame Spread: 25
    - (b) Fuel Contributed: 15
    - (c) Smoke Developed: 25
- B. **ACCORDION FOLDING PARTITION**
1. Construction: Collapsible steel frame, 24 gauge steel panels and acoustical membrane.
  2. Panel Assembly: Each panel attaches to frame with steel leaf fasteners.
  3. Panel Surface Finish: Vinyl, manufacturer standard.
- C. **FOLDING PANEL PARTITIONS:**
1. Panel Construction: 3" thick (minimum) horizontal and vertical formed steel frame, 21 gauge steel panels welded directly to the frame, or 3" thick (minimum) gypsum with manufacturer standard vinyl, high pressure plastic laminate, wood veneer or carpet covering
  2. Panel Surface Finish:
    - (a) Vinyl, manufacturer's standard
    - (b) High pressure plastic laminate
  - (c) Panel Configuration:
    - (d) Paired Panels
    - (e) Continuously hinged panels
    - (f) Single panels
  3. Track Assembly
    - (a) Manufacturer's standard top supported galvanized steel or extruded aluminum track and trolley assembly sized to suit dimensions and operation application.
    - (b) Center meeting bi-parting units, with manufacturer's standard center meeting molding or strike.
    - (c) Side stacking units.
  4. Carriers
    - (a) Manufacturer's standard ball bearing trolley assemblies
  5. Sound Rated Units
    - (a) Sound transmission classification (STC) of 45 minimum
  6. Hardware
    - (a) Pull Bar, Draw Latches, Screws and Installation Hardware: Manufacturer's standard for folding or accordion folding partitions furnished.
    - (b) Latch: operable from both sides of closed unit.
  7. Manufacturer: Hufcor Corp, Modernfold or an approved equal.

End of Section

SECTION 102613 - WALL AND CORNER GUARD

- A. **QUALITY ASSURANCE**
1. Cover materials shall be classified in accordance with ASTM E 84 as to flame spread and smoke development and shall be classified as self-extinguishing in accordance with ASTM D 635.
- B. **MATERIAL**
1. Surface mounted, 2 piece, CG-10, corner guard consisting of aluminum retainer and high impact vinyl cover, selected from manufacturer's standard colors.
  2. Minimum width 3".
  3. Minimum height 48".
  4. Screw mount (no self-adhesive).
  5. Install on all outside corridor corners (all areas open to public) and high traffic areas.
  6. Suggested Manufacturers
    - (a) Pawling Pro-Tek wall protection systems.
    - (b) Or approved equal
  7. Chair rail. Minimum 6" height. Acrovyn SCR-48 or equal. Height to be determined during design.

End of Section

SECTION 102813 - TOILET & BATH ACCESSORIES

- A. **MATERIALS**
1. Stainless Steel: AISI Type 302/304 with No. 4 satin finish, unless otherwise indicated.
- B. **FABRICATION**
1. Provide keyed vandal-resistant lock where key access is specified.
  2. Mounting Devices: Type and size compatible with accessory unit specified which will securely mount accessory to wall or partition construction indicated. Grab Bars: Provide anchoring devices, which will withstand minimum downward pull of 500 pounds.

3. Exposed Mounting Devices and Fasteners:
  - (a.) Type: Concealed fasteners
  - (b.) Finish: Match accessory finish, unless otherwise indicated.

C. TYPES AND MANUFACTURERS

1. Mirrors

- (a) Type:
  - 1). Tempered glass mirror in stainless steel frame.
  - 2). Tempered glass mirror in stainless steel frame with integral shelf.
  - 3). Fixed tilt, tempered glass mirror in stainless steel frame to meet ADA requirements.
- (b) Frame: Either of the following:
  - 1). Angle Framed Construction: Stainless steel angle frame with No. 4 finish, minimum 5/8" x 7/8" x 1/8 gauge, corners mitered, heliarc welded, ground smooth and polished, with concealed 18 gauge stainless steel angles welded on inner side of frame 6" on center and tapped to receive back plate fasteners.
  - 2). Roll-formed Angle Framed Construction: Roll-formed stainless steel angle frame with concealed, continuous integral stiffener/retainer around perimeter, No. 4 finish, minimum 3/4" x 1/4" x 1/2 gauge, corners mitered, heliarc welded, ground smooth and polished. Stiffener/retainer shall be tapped to receive back plate fasteners.
- (c) Back Plate: Galvanized steel, 20 gauge, full interior area of frame, secured to frame with concealed, cadmium-plated screws 6" OC"
- (d) Mounting Frame (Hanger Bracket): Rigid box or rectangular type, welded construction, fabricated of 18 gauge, galvanized steel, with 18 gauge locking tabs.
- (e) Mirror Quality:
  - 1). Identification Stamp: Identify tempered glass units by affixing manufacturer's stamp labeled "tempered" to a glass face.
  - 2). Mirror Backing: Shock absorbing material over entire back mirror surface.
- (f) Integral Shelf: 22 gauge stainless steel for units up to 36" wide, 18 gauge for units wider than 36"; No. 4 finish. Size: 5" deep x full width of mirror frame. Bend front edge down 1/2" and fold metal back on itself to form finished edge. Bend sides down 1/2". Heliarc weld corners grind smooth and polish all welds.

2. Paper Towel Dispensers - Recessed: Units fabricated of 22 gauge stainless steel with 22 gauge double-pan, or 18 gauge single-pan, stainless steel door construction. Hang door on full length, continuous stainless steel hinge. Approximate size: 17" wide x 29" high x 10 1/2" deep to accommodate roll paper towel. Keyed access.
3. Paper Towel Dispensers - Surface Mounted: Unit fabricated of stainless steel. Front cover shall be fabricated of smoked transparent, high impact plastic, or stainless. Approximate cabinet size: 17" wide x 15" high x 10 1/2" deep to accommodate roll paper towel. Keyed access. Fabricate units with flush, tight seams and joints, rounded corners, sloping tops and all exposed edges rolled. Option: ADA compliant unit with motion sensor when required for employees.
4. Double Roll Toilet Tissue Holder: Constructed of stainless steel or smoked transparent high impact plastic. Units shall have hinged arm for filling, pilfer resistant locking mechanism, and designed to prevent free roll of tissue for each roll.
  - (a) Type 1: Holder shall accommodate standard 4 1/2" wide jumbo tissue rolls. Approximate size: 15" wide x 12" high x 6" deep.
  - (b) Type 2: Smoked transparent high impact to accommodate 4 wide jumbo tissue rolls. Approximate size: 15" wide x 12" high x 6" deep.
5. Waste Receptacles - Surface Mounted: Units fabricated of 22-gauge stainless steel with rounded front corners and hemmed edges. Approximate size: 23" high x 16 1/2" wide x 12 1/2" deep. Liner: Removable vinyl liner.
6. Waste Receptacles - Recessed: Unit fabricated of 22 gauge stainless steel with cabinet access door, and removable and reusable metal or rigid molded plastic waste contained equipped with lifting handle. Fabricated door of 22-gauge stainless steel double-pan, or 18 gauge stainless steel single-pan, construction. Mount door on full length, continuous stainless steel hinge. Approximate overall size: 48" high x 14" wide x 7" deep. Minimum capacity of waste container: 1.3 cubic feet. Units shall have integral trim flange and key access.
7. Combination Paper Towel Dispensers and Waste Receptacles: Units fabricated of 22 gauge stainless steel with dispenser door, waste cabinet access door, and removable and reusable metal or rigid molded plastic waste container equipped with lifting handle. Fabricate doors of 22-gauge stainless steel double-pan, or 18 gauge stainless steel single-pan construction. Mount doors on full length, continuous stainless steel hinge. Approximate overall size: 54" high x 14" wide x 10" deep: Units to dispense roll paper towels. Units may be surface mounted or recessed with integral trim flange.
8. Feminine Napkin Disposals - Surface Mounted (FND-SM): Units fabricated of 22 gauge stainless steel with 22 gauge stainless steel sloping cover mounted on a full length, continuous stainless steel hinge. Equip cover with a side-mounted handle for lifting. Approximate overall size: 11" high x 8" wide x 4" deep.
9. Feminine Napkin Disposals - Recessed: Units fabricated of 22 gauge stainless steel, completely enclosed, with self closing door and removable receptacle. Mount door on a full length, continuous stainless steel hinge. Receptacle shall have a recessed finger grip for removal. Approximate overall size: 18" high x 14" wide x 4" deep. Door shall have stamped or embossed lettering reading: "Napkin Disposal" and "push". Units shall have integral trim flange.



10. Lather/Foam Soap Dispensers - Surface Mounted: Individual surface mounted tank type consisting of smoked transparent high impact plastic or stainless steel one piece body with polished satin finish, push-in soap dispenser valve with stainless steel mechanism, locked filler cap at top, and stainless steel back with vandal resistant mounting bracket. Soap tank capacity: Not less than 40 oz. liquid soap. Approximate overall size: 8 1/2" wide x 4 3/4" high x 5 1/2" deep. Valve shall have bulking multiplier of 10 or more. Units shall have refill indicator window and service key access for refilling.

D. SUGGESTED MANUFACTURERS

- (a) Bobrick Wash Room Equipment, Inc.
- (b) Bradley Corporation
- (c) Or approved equal.

End of Section

SECTION 102814 - ELECTRICAL HAND DRYERS

A. GENERAL

1. 110 or 220 volt Surface mounted automatic hand dryer. Fractional horsepower motor to be automatic thermal overload switches to protect overheating.
2. No-Touch electronic operation; automatically turn off when hands are moved away.
3. Base should be one-piece heavy-duty non-corroding alloy.
  - 1). Cover should be heavy duty, scratch and dent-resistant cast-iron vitreous enamel finish cover. Cover should have tamper resistant bolts.
  - 2). Nozzle to be a die cast alloy, which is located to allow hand drying.
4. Suggested Manufacturers:
  - 1). Bobrick Washroom Equipment B-7000 Series
  - 2). Or approved equal

End of Section

SECTION 104400 - FIRE EXTINGUISHERS AND CABINETS

A. QUALITY ASSURANCE

1. Provide portable fire extinguishers, cabinets and accessories by one manufacturer.
2. UL-Listed Products: Provide new portable fire extinguishers which are UL-listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher indicated.

B. EXTINGUISHERS

1. Multi-Purpose Dry Chemical Type: UL rated 4A-60B:C, 10 lb. nominal capacity, in enameled steel container, for Class A, Class B and Class C fires.
2. Provide sufficient quantity to meet National Fire Protection Association reference standards.

C. MANUFACTURES

1. Cabinets - Architect Series by Larsens or approved equal.
2. Walter Kidde or approved equal.

End of Section

**DIVISION 11 - EQUIPMENT**

SECTION 113100 - APPLIANCES, PORTABLE HEATING/COOLING APPLIANCES

- A. *Refrigerators, dishwashers, water heaters and miscellaneous appliances must have "Energy Star Label"*

End of Section

SECTION 115213 - PROJECTION SCREENS

A. ELECTRICALLY OPERATED, REMOTE CONTROL SCREENS

1. Provide units for recessed ceiling mounting completely housed in a metal-lined wood case, listed by UL and bearing re-examination markers of UL. Mount top of screen fabric to metal roller with roller supported on brackets with self-aligning bearings.
2. Screen Case: Fabricate wood case with metal lined motor compartment, hinged or removable access panel to motor compartment, electrical outlet box, and finished with manufacturer's standard primer coat.
3. Motor Units: Size and capacity recommended by the screen manufacturer. Use instant reversing, gear drive motor with permanently lubricated ball bearings, automatic thermal overload protection, and pre-set limit switches to automatically stop screen in "up" and "down" and "stop" in a box with cover plate for flush wall mounting. Stop action to be positive to prevent coasting.

B. SUGGESTED MANUFACTURERS

1. Da-Lite
2. Or approved equal.

End of Section

## DIVISION 12 - FURNISHINGS

### SECTION 122000 - WINDOW TREATMENT

#### A. HORIZONTAL LOUVER BLINDS

1. Components:
  - (a) Slats:
    1. Width: 1"
    2. Thickness: .006 - .008 prior to painting
    3. Material: aluminum or aluminum alloy
  - (b) Finish: Baked oil paint, resistant to fading/discoloration
  - (c) Color: coordinated with office colors
  - (d) Ladders and Lift Cords:
    1. Material: braided polyester with minimum stretch
    2. Color: to match slats
2. Head Channel:
  - (a) Material: Electro-galvanized steel
  - (b) Thickness: .025" in a "U" shaped channel
  - (c) Finish: Baked on polyester finish to match color of slats
  - (d) Edges to be rolled
3. Bottom Rail:
  - (a) Material: cold-rolled sheet steel
  - (b) Thickness: .018 - .031"
  - (c) Finish: baked or polyester finish to match color of slats
  - (d) End caps: to match color of slats
4. Cord Lock: Securely raise & lower the blind to any height without tearing cords
5. Tilt Wand:
  - (a) Material: clear acrylic
  - (b) Shape: tubular
6. Tilter: worm and gear type
7. Intermediate Support Brackets: furnished for blinds over 48" wide
8. Suggested Manufacturers
  - (a) Levolor 1" (25mm) Monaco Blind
  - (b) Hunter Douglas Flexalum Decor 1" (25mm)
9. Bali Classics Mini Blinds

#### B. SHADES

1. Provide manually operated shade system equal to "Mecho-Shade" made by the Mecho-Shade Corp. or equal made by Sol-R-Veil Inc. or Kirsch Co. or approved equal conforming to standards specified herein.
2. Shade system shall be a smooth operating chain and sprocket operated roller shade system which incorporates an adjustable slip clutch to control the rate of fall, from free running zero friction factor, to a factor of 100%. The shade may be adjusted to stop and hold at an infinite number of positions, or adjustable at any percentage of friction to control the fall rate of the shade as required. The shade position when set as a free fall system to be mechanical, by use of a chain retainer. At either setting the highest and lowest shade position will have an automatic stop to prevent over winding or unrolling. The window shade mechanism shall have sufficient latitude to accommodate small lightweight shades, as well as large heavy shades compatible with glass sizes in the building.
3. Shade mounting brackets shall be made of 1/8" thick sheet steel and a 7/16" welded steel shaft which shall be the axis for the entire sprocket and spring clutch assembly. Reversible for left hand or right hand operation. Wall, jamb, or ceiling mounted as required, shall be permanently installed with the mechanism concealed from view when fully assembled. Delrin cover plate shall be mechanically attached to sheet steel. Injection molded Delrin cover plate is provided for each of the brackets to conceal the metal brackets from view, provide means of attaching a fabric without exposed hardware, and guide and retain the chain gear assembly. Brackets to act as protective retainer for tube and shade assembly preventing accidental dislocation of tube and shade by vibration, rough usage. The bracket assembly to be permanently mounted to the building; shade tube and fascia are removable.
4. SnapLoc Tube: Extruded 6063-XT6 aluminum, 1-1/2" o.d., either end of tube to engage drive system through internal extruded keyway. Tube shall be extruded with two fabric mounting channels which shall provide anti-deflection support for wide span shades. All tubes removable, interchangeable without removing the drive assembly, block resetting, or readjusting the pre-set stops. Shade tube to be self aligning and self leveling.
5. SnapLoc Fabric Mounting Spline: Spline to be of extruded vinyl with symmetrical insertion locking channels and embossed fabric guide. Spline shall have sufficient capacity to hold heavy shades when spline is snapped and locked into the tube. Fabric shade shall be readily removable without removing the tube from the retainer brackets, or removing the brackets from the wall.
6. Fabric-Guide End Cap: Delrin end cap shall have steel pin which permits up to 5/16" lateral adjustment in tube width. End cap shall have 2-1/4" o.d. fabric-guide tapered disc feature to assure alignment and protection of the shade cloth.
7. Finishes: All exposed aluminum parts have an anodized finish. Steel parts are either nickel plated, satin finish, or have been bonderized prior to painting with a baked, enamel finish.

End of Section

## DIVISION 13 - METAL REFURBISHMENT

### SECTION 131000 REFURBISHMENT

#### GENERAL

1. Work of this section shall be accomplished by an experienced fabricator or installer, who has been engaged in work of equivalent scope for at least five (5) years. Materials, methods of finishing, re-finishing, fabrication, fitting, assembly bracing, supporting, fastening, and erection shall be in accordance with drawings and specifications, approved shop drawings, and be of highest quality practices of the industry, using new and clean materials, having structural properties sufficient to safely sustain or withstand stresses and strains to which materials and assembled work will be subjected. All work shall be accurately and neatly fabricated, assembled and erected.
2. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, to ensure proper fitting of the new work to existing.
3. The Contractor by commencing the work of this Section, assumes overall responsibility, as part of his warranty of the work, to assure that all assemblies, components and parts shown or required within the work of this Section, comply with the Contract Documents. The Contractor shall further warrant:
  - (a) That all components, specified or required to satisfactorily complete the installation, are compatible with each other and with the existing conditions of installation and expected use.
  - (b) The overall effective integration and correctness of individual parts and the existing system.
  - (c) Compatibility with adjoining existing substrates, materials and work of other trades.
  - (d) There shall be no premature material failure due to improper finish, design and installation.
4. All results of refurbishing must meet with the Architect's approval.

#### SUBMITTALS

1. Materials list of items proposed to be provided under this Section;
2. ~~Fabricators descriptions and other data needed to prove compliance with the specified requirements;~~
3. Shop Drawings showing details of refurbishment, details of construction, installation, and anchorage.

#### FABRICATION AND FITTING CRITERIA

1. Cutting: Cut metal by sawing, shearing or blanking. Flame cutting will be permitted only if cut edges are ground back to clean, smooth edges. Make cuts accurate, clean, sharp, square and free of burrs, without deforming adjacent surfaces or metals.
2. Holes: Drill or cleanly punch holes (do not burn), so that holes will be accurate, clean, neat and sharp without deforming adjacent surfaces or metals.
3. Connections
  - (a) Make connections with tight joints, capable of developing full strength of member, flush unless indicated otherwise, formed to exclude water where exposed to water. Locate joints where indicated on drawings. Provide connections to allow for thermal movement of metal at locations and by methods approved by Architect. For work exposed to view, use concealed fasteners (unless welded or other connections indicated) with joints accurately fitted, flush and rigidly secured with hairline contacts.
  - (b) Welding: Welding shall be in accordance with recommendations of the American Welding Society and shall be done with electrodes and/or methods recommended by the manufacturers of the metals being welded. Welds shall be continuous, except where spot welding is specifically permitted. Welds exposed to view shall be ground flush and dressed smooth with and to match finish of adjoining surfaces so that joint will not be visible; undercut metal edges where welds are required to be ground flush and dressed smooth. All welds on or behind surfaces which will be exposed to view shall be done so that finished surface will be free of imperfections such as pits, runs, splatter, cracks, warping, dimpling, depressions or other forms of distortion or discoloration. Remove weld splatter and welding oxides from all welded surfaces.
4. Supplementary Parts: Provide as necessary to complete each item of work, even though such supplementary parts are not shown or specified.
5. Accurately cut, fit, drill and tap work of this Section to accommodate and fit existing conditions. Furnish or obtain templates for proper coordination of this work.
6. Exposed Work: In addition to requirements specified herein or shown on drawings, all surfaces exposed to view shall be clean, and free from dirt, stains, grease, scratches, distortions, waves, dents, buckles, tool marks, burrs and other defects which mar appearance of finished work. Work exposed to view shall be straight and true to line or curve, smooth arises and angles as sharp as practicable, miters formed in true alignment, profiles accurately intersecting, and with joints carefully matched to produce continuity of line and design. Exposed fastenings, where permitted, shall be of the same material, color and finish as the metal to which applied, unless otherwise indicated, and shall be of the smallest practicable size.
7. Materials used shall be of such strength, thickness and alloy that they are capable of meeting all standards and descriptions specified herein, shall match existing and as detailed on drawings.
8. All painting and re-painting shall conform to the requirements of Section 099101 and as specified herein.

End of Section

## DIVISION 22 - PLUMBING

### SECTION 221120 - MIXING VALVES

#### A. MATERIALS

1. Valve body: cast brass
2. Internal Components:
  - (a) Metals: Brass or stainless steel
  - (b) Non-Metals: Materials not adversely affected by contact with water, temperature changes or a combination of both.
3. Finishes: All exposed to view surfaces installed in finished spaces shall be brass, polished and chrome plated, or stainless steel, with a No. 4 brush finish.
4. Handicapped Installation to have single action faucet.
5. *Faucets: Laminar flow reduction (saves up to 30%), Hot/cold mixing valve: connects to hot water side.*

- B. SUGGESTED MANUFACTURES
1. Moen Lavatory or Sink Faucet
  2. Or approved equal.

End of Section

SECTION 224200 - PLUMBING FIXTURES

A. QUALITY ASSURANCE

1. Each fixture and fitting shall be plainly and permanently marked with the manufacturer's name or trademark.
  2. Acid resistant surfaces shall be plainly and permanently marked with the manufacturer's label or symbol indicating "acid resistance".
  3. *Water Closets: 1.6 gallons gravity flush*
  4. *Urinals: 1.0 gallons gravity flush*
  5. *Lavatory: 0.50 gpm*
  6. *Shower head: low-flow 1.5 to 2.5 gpm.*
- 
- The materials specified shall meet or exceed the applicable requirements of FS WW-P-541.

B. MATERIALS

1. Vitreous China: First quality, smooth, uniform color and texture and having a fused on glaze covering all surfaces exposed to view.
  - (a) Surfaces shall be free of chips, craze, warpage, cracks and discolorations. All surfaces in contact with walls or floors shall be flat, with warpage not to exceed 1/16" per foot.
  - (b) Color: White
2. Fixture Trim: Stainless steel 18-8 type 302 or 304.
3. Trim Finishes (exposed to view): Stainless steel with invisible welds and seams, polished to No. 4 commercial finish.
4. Fixture hold-down bolts: Steel, plated for corrosion resistance. Cap nuts: polished chrome plated finish

C. TYPES AND MANUFACTURERS (Or approved equal)

1. Wall Hung Chair Carrier Lavatory  
Manufacturer: American-Standard Lavatory 20" x 18"
2. Handicapped Wall Hung Chair Carrier Lavatory  
Manufacturer: American-Standard Wheelchair Lavatory 27" x 20"
3. Floor Mounted Water Closet:  
Manufacturer: American-Standard Toilet
4. Handicapped Floor Mounted Water Closet:  
Manufacturer: American-Standard 18" high Elongated Cadet Toilet
5. Wall Hung Chair Carrier Water Closet:  
Manufacturer: American-Standard Aftwall Toilet with back spud
6. Water Closet Seat
7. Materials
  - (a) Extra heavy-duty, commercial design
  - (b) Solid plastic, open front, without a cover, molded in one piece with no joints, seams or crevices.
  - (c) Manufacturer's name shall be molded into the seat.
  - (d) Metal check hinges shall be integrally molded into the seat. Hinges, inserts, bearings and posts shall be of brass or stainless steel; the upper post and metal exposed above the fixture rim shall be covered with plastic to match the seat.
  - (e) Surface shall be hard, polished, impervious to moisture, and not affected by the action of uric acid.
  - (f) Color: White.  
Manufacturer  
Kohler Company, Model No. K-4666-C
8. Urinal  
Manufacturer: American-Standard Urinal

End of Section

SECTION 224716 - DOMESTIC WATER COOLERS (BARRIER FREE)

A. GENERAL

1. Supply a sufficient number of water coolers as required by the applicable building code.
  2. Water coolers to be high/low type and be ADA compliant
  3. Each double bowl unit shall constitute a single water cooler as defined by building code.
- B. INSTALLATION
1. All required plumbing shall be supplied and installed.
  2. All required electrical items and work shall be supplied and installed.
- C. SUGGESTED MANUFACTURERS
1. Elkay
  2. Or approved equal.

End of Section

## DIVISION 23 - MECHANICAL

### SECTION 230510 - HEATING, VENTILATION, AND AIR CONDITIONING

- A. Thermostats-- programmable thermostat for commercial use with seven day flexible programming, liquid crystal display, individual temperature set-points for occupied and unoccupied heating and cooling, concealed keyboard and locking cover, automatic heat/cool changeover, auxiliary relay output for economizer cycle, conventional or heat pump operation.
- B. Energy Management Systems: PC based programmable with individual controls for set points for temp, humidity, flow and economy saving operations. Maintaining log of building environment 24 hours per day and 7 days per week including point updates at least hourly.
- C. Ductwork: Galvanized sheet metal with fiberglass wrap with factory applied aluminum foil facing reinforced with fiberglass scrim laminated to a UL KRAFT, Insulation minimum 2" thick:
- D. *Fans: High efficiency, variable speed motors/controllers with energy star rating.*
- E. *Filters: Minimum 65% efficient*
- F. *Refrigerants: shall be non-ozone depleting.*
- G. *Pumps and motors to be high efficiency with energy star rating.*
- H. No electric resistance elements will be allowed to satisfy temperature requirements called out in the lease.

End of Section

### SECTION 233417 - CEILING EXHAUST FANS

- A. GENERAL
  1. Fans shall be U.L. listed and labeled
  2. Sound power level: AMCA Standard 300-67
- B. PRODUCT
  1. General: Fans shall be of the electric motor driven centrifugal type, installed in an insulated sheet steel unit casing with a decorative air intake grille, slow speed electric motor, electric terminal box inside housing, speed controller and outside wall cap. Quiet operation, less than 1.5 sones for toilets
  2. Fan Assembly: True centrifugal wheels, mounted on the extended shaft of an electric motor. Fabricate fan scroll from heavy gauge sheet steel with a corrosion resistant coating. Isolate the entire fan assembly from the unit casing with elastomer type vibration eliminators. Fan assembly shall be easily removable from the unit casing.
  3. Unit Casing: Fabricate from heavy gauge sheet steel, with a corrosion resistant coating. Acoustically line the interior surfaces of the casing with fibrous glass, coated on the exposed side. Provide discharge outlet complete with backdraft damper.
  4. Electric Motor: Low speed (1200 RPM or below), with built-in thermal overload protection, designed to operate on 120 volt, 60 cycle, 1 phase service. Assembly shall be complete with flexible electric cord, plug and electrical receptacle inside housing. Suitably ground fan motor.
  5. Inlet Air Grille:
    - (a) Aluminum: Etched and coated with clear acrylic lacquer.
    - (b) Steel: Primed and finished with baked-on white enamel.
    - (c) Plastic: White of the egg grate design.
  6. Conference Rooms only to have speed control. Solid-state circuitry, with polished chromium plated wall plate, suitable for use with standard electrical wall box.
  7. Switching thru lighting system or occupancy sensor.
- C. SUGGESTED MANUFACTURERS
  1. Brad & McChung
  2. Or approved equal.

End of Section

## DIVISION 26 - ELECTRICAL

### SECTION 260533 - ELECTRICAL CONDUIT FOR TELEPHONE/DATA OUTLETS

- A. MATERIALS
  1. Metallic raceway of sufficient size including two bushings (minimum).
  2. Metallic box with connector.
  3. Drag line.

B. INSTALLATION

1. Install metallic box at standard outlet height and connect EMT of sufficient size to box. EMT to terminate above hung ceiling. Drag line and bushings to be installed in conduit.
2. Size of EMT to be determined by landlord's designer in coordination with telecom/data provider.

End of Section

SECTION 260925 - OCCUPANCY SENSORS FOR LIGHTING CONTROL

A. Occupancy Sensor - Wall Switches

1. General
  - (a) Three-wire, self-contained dual technology utilizing passive infrared and ultrasonic technologies, designed for taking the place of a standard toggle switch, and compatible with solid state lighting ballasts.
  - (b) Adjustments: Auto-off time delay adjustable 2-15 minutes, and adjustable sensitivity.
  - (c) Controls: Hands free automatic on, automatic off, manual on, manual off.
  - (d) Indicators: Red LED to indicate when unit is triggered; and audible warning tone to pre-signal automatic shutdown.
2. Suggested Manufacturers:  
Lightolier Controls "Insight" Series
  - (a) Watt Stopper
  - (b) Sensor Switch
  - (c) Or approved equal

B. Occupancy Sensor - Ceiling

1. General:
  - (a) Ceiling mounted, dual technologies utilizing passive infrared and ultrasonic technologies. Unit shall operate in conjunction with a separately mounted power pack. Field of view may be reduced by lens masking labels.
  - (b) Adjustments: Manual-off time delay adjustable 20 seconds to 30 minutes (adjustment at power pack), and adjustable sensitivity.
  - (c) Photocell: Prevents automatic-on activation based on an (adjustable) minimum ambient light level setting.
  - (d) Controls: Automatic-on or manual-on (selectable at power pack), automatic off, and manual-off.
  - (e) Indicators: Red LED to indicate when unit is triggered.
  - (f) Multiple sensors: May be used to control a single power pack.
  - (g) Power packs: Separately mounted UL listed power supply consisting of transformer, contact closure relay, and system configuration electronics and selector switches. Power output of transformer must be sufficient for powering up to twelve sensors.
  - (h) Slave relays: As required for controlling additional lighting circuits from the same sensor(s) connected to a power pack.
2. Suggested Manufacturers
  - (a) Lightolier Controls
  - (b) Watt Stopper
  - (c) Or approved equal

C. Light Level Controls: Automated control systems based on daylight, occupancy and timed schedules.

End of Section

SECTION 265110 - FLUORESCENT FIXTURES

A. UL listed fixture.

B. Fixtures:

Type 1:

1. Type: Indirect/direct recessed, 2 lamp
2. Size: 2'-0" x 4'-0"
3. Type of Lamps: 32 watt (type 32T8)
4. Lamp Shield: Perforated metal
5. Finish: 95% Reflective baked white acrylic matte high reflectance paint finish.
6. Fixture Manufacturer: Lightolier
7. Ballasts: Rapid start HPF thermally protected class "P" ballast. Use dimming ballast if called for.

Type 2:

1. Type: Indirect/direct recessed, 1 lamp
2. Size: 2'-0" x 2'-0"
3. Type of Lamps: TT-5 B-tube
4. Lamp Shield: Perforated metal
5. Finish: Baked white acrylic matte high performance paint finish.
6. Fixture Manufacturer: Lightolier
7. Ballasts: Rapid start HPF thermally protected class "P" ballast. Use dimming ballast if called for.

Suggested Manufacturers:

- a. Lightolier's "Alter"
- b. National's "AST-series"
- c. Or approved equal

Type 3:

1. Type: Recessed parabolic troffer, 3 lamp
2. Size: 2'0" x 4'0"
3. Type of lamps: 32-watt lamps (Type F32T8)
4. No. of cells: 4" deep troffer – 24 cell anodized aluminum.
5. Louver Finish: Low iridescent diffuse silver louver, black reveal, high gloss baked white enamel finish, IES RP24 criteria.
6. Ballasts: Integrated circuit solid-state electronic ballast for each fixture. Total harmonic distortion less than 15% and shall be dedicated for use with the type of lamp connected. Ballasts to be CBM (certified Ballast Mfr Association) certified. All with 3 year warranty period including labor/material. One 3-lamp solid state electronic ballast, suitable for one, two, or three lamp, 120 volt or 277 volt operation, U.L. listed, and CBM certified by ETL. Ballast Manufacturer: Advance Fixture Manufacturer: Lithonia Fluorescent Series Paramax or equal
7. Fixture Manufacturer: Lithonia Fluorescent Series Paramax or equal

Type 4

1. Type: Recessed parabolic troffer, 2 lamp
2. Size: 2'0" x 4'0"
3. Type of Lamps: 32 watt lamps (Type 32T8)
4. No. of Cells: 4" deep troffer – 18 cell aluminum.
5. Louver Finish: Same
6. See Type 1, Item 6
7. Fixture Manufacturer: Lithonia Fluorescent Series Paramax or equal

C. Lamps:

1. F32T8: Color index of 85, min efficiency of 89 lumens per watt. Color temperature of 4100 deg K.
2. Compact Fluorescent Lamps: Min color index of 82, min efficiency of 60 lumens per watt. Suggested Manufacturers: Phillips or approved equal.

D. Dimming Ballasts

1. Dimming shall be smooth and continuous without flicker over a range from 100 percent to 1 percent of full light for T-8-Fluorescent lamps.
2. Ballast shall be capable of striking the lamps at any level without first flashing to full light.

NOTE:

- NYC area provided equal fixture with I.B.E.W. Local #3 stamp
- Emergency lighting capability is available with fixtures. See Integral Emergency Lighting Spec (265195) for further information.

End of Section

SECTION 265195 - INTEGRAL EMERGENCY LIGHTING

A. GENERAL

1. UL Listed
2. Independent self-contained unit inverter system with charger.
3. Compatible with 32-watt lamp.
4. Sealed rechargeable, maintenance free battery. Battery shall be capable of energizing one (1) 32-watt lamp to provide not less than 1-foot candle for 90 minutes.

B. INSTALLATION

1. Wired into building night light circuit therefore permanently energized.
2. Approximate placement in corridors, subject to design review:
  - (a) Crosswire troffers every 40'
  - (b) Lengthwise troffers every 30'
3. Maximum coverage in offices is 1,500 square feet.

C. SUGGESTED MANUFACTURERS

1. Lithonia
2. Or approved equal

NOTE: Retrofit unit is available by Lithonia - Power Sentry Unit Inverters.

End of Section

SECTION 265200 - EMERGENCY LIGHTING UNIT EQUIPMENT

A. GENERAL

1. Type, quantity and type shall conform to all applicable codes and NFPA 101 - Life Safety Code (Section 5-9).
2. Installation shall be in accordance with manufacturer's directions.

B. TYPE

1. EZ-2: to be used in areas with an ambient temperature above 45 degrees F.
  - (a) Six volt maintenance free battery (sealed lead-calcium free electrolyte or sealed pure lead cells). Batteries shall be of suitable rating and capacity to supply and maintain at not less than 87½% of the nominal battery voltage for the total lamp load associated with the unit for a period of at least 1½ hours.
  - (b) Low battery voltage cut-off (not less than 80% of nominal battery voltage).
  - (c) Electronic or sealed dust-tight transfer relay.
  - (d) Six volt, 12-watt integral tungsten halogen lighting heads.
  - (e) Input circuit suitable for operation on 120 volts 60 hz. Circuit.
  - (f) Mounting shelf or bracket.
2. EZ-2D: to be used in areas where the ambient temperature may be less than 45 degrees F., i.e., unheated storage areas and parking garages
  - (a) Six-volt nickel cadmium battery, wet cell, pocket plate type. Batteries shall be of suitable rating and capacity to supply and maintain at not less than 87½% of the nominal battery voltage for the total lamp load associated with the unit for a period of at least 1½ hours. Batteries shall deliver full ampere-hour capacity at 0 degrees F ambient temperature.
  - (b) Electronic or sealed dust-tight transfer relay.
  - (c) Six volt, 12-watt, integral tungsten halogen lighting heads.
  - (d) Input circuit suitable for operation on 120 volts 60 Hz. Circuit.
  - (e) Mounting shelf or bracket.
  - (f) Time delay device for units installed in areas illuminated with high-density discharge lighting fixtures. Emergency lighting units shall remain illuminated 15 minutes after normal power is restored.
  - (g) Wire guard to cover unit.

C. SUGGESTED MANUFACTURERS

- a. Dual-Lite Co.'s EZ-2 Series

End of Section

SECTION 265300 - EXIT LIGHTING FIXTURES

A. PRODUCT

1. *LED, non radioactive (energy use lower than LED). 5 Watts or less, Energy Star Compliant which will illuminate on normal source and battery source.*
2. Compliant with standards of the Life Safety Code and National Electric Code.
3. Input circuit suitable for operation on 120 VAC circuit or 277 VAC circuit, whichever is appropriate.
4. Red lettering for signs shall be at least 6" high with 3/4" wide strokes.
5. Downlight panel
6. Mounting designed for:
  - (a) Wall surface
  - (b) Wall, end mount, single face
  - (c) Ceiling, single face
  - (d) Stem, single face
  - (e) Wall, end mount, double face
  - (f) Ceiling, double face
  - (g) Stem, double face
8. Directional arrows, as needed.
9. Manufacturers: Lithonia LE Series

End of Section

SECTION 272627 - WIRING DEVICES

- B. Products: All devices and or device boxes must be UL listed (including all requirements of the National Electric Code) and of specification grade.
1. Boxes: where located on exterior walls, boxes must be airtight.
  2. In floor tele/data/power. Provide flush mounted devices with brass metal cover. Hubbell System One metal floor box w/flush mounted 180 degree hinged covers w/fire rating where applicable or equal.

End of Section

END OF DOCUMENT



EXHIBIT "5"

EXECUTIVE ORDER No. 4:

ESTABLISHING A STATE GREEN PROCUREMENT AND AGENCY SUSTAINABILITY PROGRAM

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WHEREAS, the State of New York ("State") is dedicated to the simultaneous pursuit of environmental quality, sound public health, economic prosperity and social well-being; and

WHEREAS, the production, use and disposal of materials, and the generation and use of energy, can have significant impacts on environmental quality and public health; and

WHEREAS, State government is a major consumer of materials and energy; and

WHEREAS, the State's policies include conserving, improving and protecting natural resources and the environment; preventing water, air and land pollution; and enhancing the health, safety and welfare of State residents and their overall economic and social well-being; and

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WHEREAS, it is the State's policy to promote cost effective methods to reduce energy and resource consumption, and reduce or eliminate the use of hazardous substances and the generation of hazardous substances, pollution and waste at the source; and

WHEREAS, the State's solid waste management priorities include reducing the generation of solid waste, reusing materials, and recycling materials that cannot be reused; and

WHEREAS, by making sound choices in the course of their daily activities, such as the commodities, services, and technology they consume, and the amount of waste they generate, State agencies and public authorities can minimize potential environmental and health impacts on workers and the public; and

WHEREAS, the State's procurement of commodities, services and technology can be enhanced through State agency and public authority choices that minimize the potential environmental and health impacts of their activities; and

WHEREAS, State government can be a leader in environmental stewardship through the use of green procurement and sustainable management practices.

NOW, THEREFORE, I, DAVID A. PATERSON, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order as follows:

A. Definitions

1. "State agency" or "agency" shall mean any State agency, department, office, board, commission or other instrumentality of the State, other than a public authority.
2. "Public authority" or "authority" shall mean a public authority or public benefit corporation created by or existing under any State law, a majority of whose members is appointed by the Governor (including any subsidiaries of such public authority or public benefit corporation), other than an interstate or international authority or public benefit corporation.

B. Interagency Committee on Sustainability and Green Procurement

1. There is hereby established an Interagency Committee on Sustainability and Green Procurement (the "Committee"). The Committee shall be comprised of the Director of the Budget, the Commissioner of General Services, the Commissioner of Environmental Conservation, the Commissioner of Health, the Commissioner of Economic Development, the President of the Urban Development Corporation, the Commissioner of Transportation, the President of the Environmental Facilities Corporation, the President of the New York State Energy, Research and Development Authority, the Chair of the Power Authority of the State of New York, and the Executive Director of the Dormitory Authority of the State of New York. The Commissioner of General Services and the Commissioner of Environmental Conservation shall serve as co-chairs of the Committee.
  2. Members of the Committee may designate an executive staff member to represent them and participate on the Committee on their behalf. A majority of the members of the Committee shall constitute a quorum, and all actions and recommendations of the Committee shall require approval of a majority of the total members of the Committee.
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C. Green Procurement Lists and Specifications

1. The Committee, no later than September 1, 2008, and annually thereafter, shall select a minimum of three "priority categories" of commodities, services or technology, and at least twelve "priority commodities, services and technology" within each of the priority categories, for which the Committee shall develop "green procurement lists" ("procurement lists") and "green procurement specifications" ("procurement specifications") for use by State agencies and public authorities in the procurement of commodities, services and technology. The Committee shall focus on commodities, services and technology that reasonably will: (a) reduce or eliminate the health and environmental risks from the use or release of toxic substances; (b) minimize risks of the discharge of pollutants into the environment; (c) minimize the volume and toxicity of packaging; (d) maximize the use of recycled content and sustainability managed renewable resources; and (e) provide other environmental and health benefits.
2. The Committee, no later than December 1, 2008, shall develop: (a) procurement specifications to be used for the development and issuance of new contracts and new solicitations for priority commodities, services and technology; and (b) procurement lists of priority commodities, services and technology that are available under existing procurement arrangements that satisfy the requirements of this order.
3. In developing the procurement lists and procurement specifications, the Committee shall consider the following factors: (a) protection of the public health and the environment, including the health of children and other vulnerable populations; (b) avoidance of risks from the use or release of toxic substances; (c) pollution reduction and prevention; (d) sustainable resource management and use, and sustainable manufacturing and production processes; (e) reduction of greenhouse gases; (f) the use of renewable resources, remanufactured components and recycled content; (g) waste reduction, recyclability and compostability; (h)

quality, durability and utility; (i) minimizing adverse impacts throughout a commodity's or technology's life cycle; (j) cost; (k) extended producer liability; and (l) legal and regulatory requirements applicable to the use and procurement of commodities, services and technology.

4. The Committee may review the priority categories, priority commodities, services and technology, procurement lists and procurement specifications periodically and revise or supplement them as appropriate in a manner consistent with the requirements of this section.

5. The Committee shall establish specific goals to achieve reasonable reductions in the amount of solid waste generated and paper consumed annually by State agencies and authorities. The Committee shall also develop and implement strategies to assist State agencies and authorities to achieve such reduction goals.

**D. Sustainability and Environmental Stewardship Programs**

1. Each State agency and authority shall develop and implement a Sustainability and Environmental Stewardship Program, which shall include:

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(a) specific projects, programs and policies designed to achieve compliance with the requirements of this Order; and

(b) specific projects, programs and policies designed to reduce the public health and environmental impacts of the activities and operations of the agency or authority, including: (i) the reduction or elimination of the use and generation of toxic substances, pollution and waste; (ii) the reduction, reuse, recycling and composting of solid waste; (iii) increasing energy efficiency; (iv) increasing the use of renewable energy sources; (v) conserving water and other natural resources; and (vi) maximizing the use of environmentally preferable or "green" commodities, services and technology.

2. Commencing no later than July 1, 2008, all copy paper, janitorial paper and other paper supplies purchased by each State agency or authority shall be composed of 100% post-consumer recycled content to the maximum extent practicable, and all copy and janitorial paper shall be process chlorine-free to the extent practicable, unless such products do not meet required form, function or utility, or the cost of the product is not competitive.

3. Commencing no later than July 1, 2008, all State agency and authority publications shall be printed on 100% post-consumer recycled content paper. Where paper with 100% post-consumer recycled content is not available, or does not meet required form, function and utility, paper procurements shall use post-consumer recycled content to the extent practicable. Non-recycled content shall be derived from a sustainably-managed renewable resource to the extent practicable, unless the cost of the product is not competitive.

4. State agencies and authorities shall rely on and use the procurement lists and specifications issued by the Committee when developing new solicitations and contracts for the procurement of commodities, services and technology, and for the procurement of commodities, services and technology under existing contracts, unless the head of the agency or authority determines: (a) that such commodities, services or technology

will not meet required form, function or utility; (b) the cost of the commodities, services or technology is not competitive; or (c) there is an emergency or other compelling public health or safety reason not to purchase such commodities, services or technology. Such form, function, utility or other determination shall be presented in the procurement record, and notice of the determination shall be provided to the Committee Chairs.

5. All State agencies and authorities shall, to the extent practicable: (a) implement effective programs to source separate recyclable materials, including paper, metal, glass and plastic, that will maximize materials recovery; (b) implement effective programs to reduce waste; (c) use locally available compost, mulch and soil amendments produced from secondary materials; and (d) utilize secondary materials in construction.

**E. Training and Staff**

1. State agencies and authorities, no later than September 1, 2008, shall assign an employee to serve as a Sustainability and Green Procurement Coordinator ("Coordinator"). Coordinators shall be given full management support and provided with the necessary resources to enable the agency or authority to comply with this order.
2. The Committee shall design and implement training and outreach programs for Coordinators and assist them with the training of appropriate staff, vendors and contractors.
3. The Commissioner of General Services, no later than September 1, 2008, shall select an employee to serve as Director of Green Procurement, who shall assist the Commissioner of General Services in carrying out his or her duties under this order.
4. The Office of General Services, the Department of Environmental Conservation, the Environmental Facilities Corporation, and the New York State Energy Research and Development Authority are authorized to assist State agencies and authorities in complying with this order, including through the development and implementation of Sustainability and Environmental Stewardship Programs.

**F. Reporting**

1. The Committee, no later than December 1, 2008, shall develop a format for a progress report to be used by State agencies and authorities to inform the Committee of: (a) the progress each agency and authority has made toward achieving the goals described in or established pursuant to this order; (b) the effectiveness of the procurement lists and specifications; and (c) the specific sustainability projects that have been implemented and the effectiveness of such programs.
2. Each State agency and authority, no later than March 1, 2009, and on March first each year thereafter, shall submit a progress report to the Committee in the form and containing the information specified by the Committee. At a minimum, such report shall describe the agency or authority's efforts regarding waste reduction and recycling activities, recycled products procurement, quantities of waste generated and materials recycled, incentives and disincentives to waste reduction and recycling, and recommendations for additional measures to encourage efficient use of the State's resources.

3. The Committee, on or before June 1, 2009, and on June first each year thereafter, shall submit a report to the Governor, which shall compile the information submitted by State agencies and authorities pursuant to this section and report on progress made on the implementation of this order.

**G. Sustainability and Green Procurement Advisory Council**

There is hereby established a Sustainability and Green Procurement Advisory Council ("Council"), which shall consist of 11 members appointed by the Governor who have experience in the fields of green procurement, public health, waste prevention and recycling, energy efficiency, workplace safety, labor relations, environmental protection, environmental justice, or chemical manufacturing. The Governor shall select a Chair of the Council from among its members. The Council shall meet at the times requested by the Committee and provide such advice and assistance as the Committee may require.

**H. Miscellaneous**

1. Every agency and public authority of this State shall furnish such information and assistance as the Committee determines is reasonably necessary to accomplish its purposes.

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2. Executive Order 142, issued on January 16, 1991, is hereby revoked and superseded by this Executive Order.

Given under my hand and the Privy Seal of the State in the City of Albany this twenty-fourth day of April in the year two thousand eight.

David A. Paterson  
Governor.

LEASE ASSIGNMENTS (Ownership Change)  
New York State Office of General Services  
June 2016

**LANDLORD ASSIGNMENT COMPLETION DIRECTIONS**

1. **Assignor Entries** – The current contractor is the “Assignor.” An individual who is an officer, director or member or is authorized to bind the Assignor prints and signs his or her name and has his or her signature notarized on the Assignor Acknowledgment form. The printed name of the person signing on behalf of the landlord must be indicated on the acknowledgment form and must agree with the signature on the Assignment form.
2. **Assignee Entries** – The proposed new landlord to whom the assignment is being made is the “Assignee.” The proposed new landlord signs as the Authorized Agent of the Assignee. An individual who is an officer, director or member or is authorized to bind the Assignee prints and signs his or her name and has his or her signature notarized on the Assignee Acknowledgment form. The printed name of the person signing on behalf of the Assignee must be indicated on the acknowledgment form and must agree with the signature on the Assignment form.

**\*All three (3) signature & notary pages of the forms must have original signatures/notarizations.**

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3. **Designated Contacts** - In accordance with New York State Finance Law §139-j offerers must only make permissible contacts with respect to this procurement with the following Designated Contact(s):

OGS Contact: Leah Nicholson  
Telephone Number: 518.486.1484  
Email Address: [Leah.Nicholson@ogs.ny.gov](mailto:Leah.Nicholson@ogs.ny.gov)

4. **Notarization** - The Acknowledgment forms must have notary stamps with registration numbers for all New York State notary signatures. For other than New York State notary signatures, either registration numbers or notary seals may apply. Each notary must identify his or her state of registration.

CONSENT TO ASSIGNMENT  
STATE OF NEW YORK  
OFFICE OF GENERAL SERVICES

Original/Current OSC LEASE NO. \_\_\_\_\_ Original/Current REP NO. \_\_\_\_\_  
New OSC LEASE NO. \_\_\_\_\_ New REP NO. \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, a  
having its principal place of business at \_\_\_\_\_, with Employer Identification Number  
, and NYS Vendor Number \_\_\_\_\_ hereinafter referred to as the Assignor, and  
, a \_\_\_\_\_ having a principal place of business at \_\_\_\_\_, with Employer  
Identification Number \_\_\_\_\_ and NYS Vendor Number \_\_\_\_\_, hereinafter referred to as  
Assignee.

**WHEREAS**, the Assignor has heretofore entered into OSC Lease No.  
\_\_\_\_\_ with the State of New York for provision and sale of certain  
leased space to the State of New York for specified consideration, all as fully described  
in the Lease which this Assignment references.

**NOW WITNESSETH** that the Assignor by these present does hereby assign,  
transfer and set over unto the Assignee all right, title and interest in OSC Lease  
No. \_\_\_\_\_ which shall be hereinafter assigned OSC Lease  
No. \_\_\_\_\_.

The Assignee warrants and represents that it will continue to fully perform all of the  
duties and obligations under the Lease No. \_\_\_\_\_ and shall indemnify  
and save the State harmless from any claims, damages or causes of action that the  
Assignor heretofore had, has or hereafter may have against the State arising out of the  
Assignment of Lease No. \_\_\_\_\_.

The Assignor warrants and represents there are no known liens against OSC  
Lease No. \_\_\_\_\_ or the Assignor at this time nor does the Assignor have reason  
to believe any such liens will be filed in the future which may result in a finding that this  
Assignment was made to avoid payment of such liens.

APPENDIX A - Appendix A is attached and made part of this Assignment.

**PROCUREMENT LOBBYING TERMINATION** - OGS reserves the right to  
terminate this agreement and the leases referred to herein in the event it is found that the  
certification filed by the Assignee in accordance with the New York State Finance Law  
§139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may  
exercise its termination right by providing written notification to the Assignee in  
accordance with the written notification terms of the leases.

**SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING** -  
Pursuant to State Finance Law §§139-j and 139-k, this Assignment includes and imposes  
certain restrictions on communications between OGS and an Assignee during the  
Assignment process. Both Assignor and Assignee are restricted from making contacts  
from the earliest posting, on a governmental entity's website, in a newspaper of general  
circulation, or in the procurement opportunities newsletter in accordance with article four-  
C of the economic development law of written notice of intent to assign the contract  
through final approval of the Assignment by OGS ("Restricted Period") to other than  
designated staff unless it is a contact that is included among certain statutory exceptions  
set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, are  
identified in the Contract Assignment Directions. OGS employees are also required to  
obtain certain information when contacted during the Restricted Period and make a  
determination of the responsibility of the Assignee pursuant to State Finance Law §§139-  
j and 139-k. Certain findings of non-responsibility can result in rejection of an Assignment  
and in the event of two findings within a four-year period, the Contractor is debarred from  
obtaining governmental Procurement Contracts. Further information about these  
requirements can be found on the OGS website at:  
<http://www.ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>

The Assignee agrees it shall at all times during the lease term remain responsible. Assignee agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of General Services does hereby consent to the Assignment under the above described OSC Lease No. \_\_\_\_\_ and this assigned Lease will be designated as (NEW) OSC Lease No. \_\_\_\_\_ hereafter. The State reserves any and all rights of any kind or nature whatsoever which it may have against the Assignor, named herein, and this consent is made, executed and delivered upon the express condition that this Agreement shall not operate to discharge any claims, demands or causes of action the State heretofore had, now has, or hereafter may have against the Assignor for or by any reason or matter or thing whatsoever.

The effective date of the Assignment, for payment purposes, is \_\_\_\_\_.

**Remainder of Page is Left Intentionally Blank**

---



**ASSIGNOR**

By: \_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
(Signature)

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

**Individual Acknowledgement:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Corporate Acknowledgement:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the (president or other officer or director or attorney in fact duly appointed) of the \_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

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

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ASSIGNEE**

By: \_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
(Signature)

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

**Individual Acknowledgement:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Corporate Acknowledgement:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the (president or other officer or director or attorney in fact duly appointed) of the \_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

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

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

THE PEOPLE OF THE STATE OF NEW YORK

BY:

Date: \_\_\_\_\_  
(OGS signature Date)

By: \_\_\_\_\_  
(Signature)

By: James P. Sproat, Executive Director  
For Commissioner of General Services

APPROVED AS TO FORM

**Eric T. Schneiderman**  
New York State Attorney General

APPROVED:

**Thomas P. DiNapoli**  
New York State Office of the Comptroller

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

By \_\_\_\_\_

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

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

---


|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>NEW YORK STATE OFFICE OF THE STATE COMPTROLLER</b><br><b>SUBSTITUTE FORM W-9:</b><br><b>REQUEST FOR TAXPAYER IDENTIFICATION NUMBER &amp; CERTIFICATION</b> |
| <i>TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                               |
| <b>Part I: Vendor Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                               |
| 1. Legal Business Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 2. Business name/disregarded entity name, if different from Legal Business Name:                                                                              |
| 3. Entity Type (Check one only):<br><input type="checkbox"/> Individual Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Corporation <input type="checkbox"/> Not For Profit<br><input type="checkbox"/> Trusts/Estates <input type="checkbox"/> Federal, State or Local Government <input type="checkbox"/> Public Authority <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Exempt Payee<br><input type="checkbox"/> Other                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                               |
| <b>Part II: Taxpayer Identification Number (TIN) &amp; Taxpayer Identification Type</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                               |
| 1. Enter your TIN here: <i>(DO NOT USE DASHES)</i><br>See instructions. <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                               |
| 2. Taxpayer Identification Type (check appropriate box):<br><input type="checkbox"/> Employer ID No. (EIN) <input type="checkbox"/> Social Security No. (SSN) <input type="checkbox"/> Individual Taxpayer ID No. (ITIN) <input type="checkbox"/> N/A (Non-United States Business Entity)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                               |
| <b>Part III: Address</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                               |
| 1. Physical Address:<br>Number, Street, and Apartment or Suite Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2. Remittance Address:<br>Number, Street, and Apartment or Suite Number                                                                                       |
| City, State, and Nine Digit Zip Code or Country                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | City, State, and Nine Digit Zip Code or Country                                                                                                               |
| <b>Part IV: Certification and Exemption from Backup Withholding</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                               |
| Under penalties of perjury, I certify that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                               |
| 1. The number shown on this form is my correct taxpayer identification number (TIN), and<br>2. I am a U.S. citizen or other U.S. person, and<br>3. (Check one only):<br><input type="checkbox"/> I am not subject to backup withholding. I am (a) exempt from back up withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding), or<br><input type="checkbox"/> I am subject to backup withholding. I have been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, and I have not been notified by the IRS that I am no longer subject to back withholding. |                                                                                                                                                               |
| Sign Here:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                               |
| _____<br>Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | _____<br>Title                                                                                                                                                |
| _____<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | _____<br>Print Preparer's Name                                                                                                                                |
| _____<br>Phone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | _____<br>Email Address                                                                                                                                        |
| <b>Part V: Vendor Primary Contact Information – Executive Authorized to Represent the Vendor</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                               |
| Primary Contact Name: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Title: _____                                                                                                                                                  |
| Email Address: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Phone Number: _____                                                                                                                                           |
| <b>DO NOT SUBMIT FORM TO IRS— SUBMIT FORM TO NYS ONLY AS DIRECTED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                               |

Exhibit 7

**NYS Office of the State Comptroller**  
**Instructions for Completing Substitute Form W-9**

New York State (NYS) must obtain your correct Taxpayer Identification Number (TIN) to report income paid to you or your organization. NYS Office of the State Comptroller uses the Substitute Form W-9 to obtain certification of your TIN in order to ensure accuracy of information contained in its payee/vendor database and to avoid backup withholding.<sup>1</sup> We ask for the information on the Substitute Form W-9 to carry out the Internal Revenue laws of the United States. You are required to give us the information.

Any payee/vendor who wishes to do business with New York State must complete the Substitute Form W-9. Substitute Form W-9 is the only acceptable documentation. We will not accept IRS Form W-9.

**Part I: Vendor Information**

1. **Legal Business Name:** For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **Business name/disregarded entity name, if different from Legal Business Name:** Enter your DBA name or another name your entity is known by.
3. **Entity Type:** Check the Entity Type doing business with New York State.

**Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type**

The TIN provided must match the name in the "Legal Business Name" box to avoid backup withholding. ~~For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, refers to IRS W-9 instructions for additional information.~~ For other entities, it is your employer identification number (EIN). If you do not have a number or if the account is in more than one name, refer to IRS W-9 instructions for additional information.

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number (ITIN) or Employer Identification Number (EIN).
2. **Taxpayer Identification Type:** Check the type of identification number provided.

**Part III: Address**

1. **Physical Address:** Enter the location of where your business is physically located.
2. **Remittance Address:** Enter the address where payments should be mailed.

**Part IV: Certification and Exemption from Backup Withholding**

Check the appropriate box indicating your exemption status from backup withholding. Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments. Refer to IRS Form W-9 instructions for additional information. The signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

**Part V: Vendor Primary Contact Information**

Please provide the contact information for an executive at your organization. This individual should be the person who makes legal and financial decisions for your organization.

<sup>1</sup> According to IRS Regulations, OSC must withhold 28% of all payments if a payee/vendor fails to provide OSC its certified TIN. The Substitute Form W-9 certifies a payee/vendor's TIN.



SIGNATURE PAGE

The undersigned, personally and on behalf of the Business Entity noted below, does hereby state and certify to the New York State Office of General Services that the information given above is true, accurate and complete with respect to State Finance Law § 139 j-k.

The undersigned: (1) recognizes that this document is submitted for the express purpose of assisting the New York State Office of General Services (hereinafter referred to as "OGS") and other New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding the award or approval of a lease or modification thereto (including, but not limited to, a renewal, modification or assignment thereof) and that OGS and other New York State government entities will rely on the information disclosed herein when making responsibility determinations; (2) acknowledges that OGS and other New York State government entities may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility and all other actions available at law or in equity.

**The undersigned certifies that he/she:**

- is knowledgeable about the Business Entity's business and operations;
- understands that OGS and other New York State government entities will rely on the information disclosed in this Building Fact Sheet when entering into a lease or modification thereto with the Business Entity;
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses from the time of proposal submission through the delivery of a fully executed document by OGS, and may be required to update the information at the request of OGS or other New York State government entities on the NYS Vendor Responsibility Questionnaire prior to the award and/or approval of a lease or modification thereto, or during the term of the lease; and
- is authorized to bind the Business Entity and is either (1) listed as an officer/partner/member of the Business Entity listed in response to question #1.6 of the NYS Vendor Responsibility Questionnaire; or (2) is submitting a letter, with this Building Fact Sheet, on the company's letterhead signed by an officer/partner/member of the Business Entity listed in response to question #1.6 of the NYS Vendor Responsibility Questionnaire, stating that the undersigned is authorized to sign on behalf of the Business Entity.

I affirm this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under the penalties of perjury under the laws of New York State, which may include a fine or imprisonment, that the statements contained herein are true, and I understand that this document may be filed in an action or proceeding in a court of law.

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title



Exhibit "9"

Change of Address Form

**REQUEST TO:**  
**STATE OF NEW YORK**  
**OFFICE OF GENERAL SERVICES**  
**Real Estate Planning & Development**  
**Corning Tower 26<sup>th</sup> Floor**  
**Empire State Plaza**  
**Albany NY 12242**  
Phone: (518) 474-7676 Fax: (518) 474-7866

---

DATE: \_\_\_\_\_

TO: OGS Lease Processing Unit, 26<sup>th</sup> Floor, Corning Tower, ESP, Albany, NY 12242

FROM: Vendor ID# \_\_\_\_\_

OSC Contract # \_\_\_\_\_

Building Address/City \_\_\_\_\_

New Address:

Street Number and Street \_\_\_\_\_

City-State-Zip Code \_\_\_\_\_

Contact/Phone: \_\_\_\_\_

E-Mail Contact \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SCHEDULE "A"

SECTION 16 - JANITORIAL SERVICE SPECIFICATIONS

The County shall provide the following janitorial services using materials and procedures that comply with the requirements set forth in Section 16 of this MOU. As used herein, the word "Daily" shall mean to occur once each day, Mondays through Fridays, excluding State Legal Holidays, as that term is defined in Section 13 of this MOU.

Drinking Fountains: Wash inside and outside Daily. Water shall be set at a high enough level that the mouth does not touch the faucet.

Office Floors-Resilient Tile: Dust mop Daily with cleaning products, which comply with the requirements of EO-4, which is attached to this MOU as Exhibit "5," and spot mop as necessary. Spray buff monthly with commercially prepared spray buff material or a solution of water and floor finish, which comply with the requirements of EO-4. Strip and redress annually with synthetic, metal, interlocked, non-slip material with a minimum of seventeen percent (17%) solids. Floors shall have a clean appearance at all times.

Floors-Carpeted: High traffic areas are to be vacuumed Daily. All carpet shall be completely vacuumed once a week, and shall be shampooed once a year.

Furniture: All surfaces must be cleaned and dust free.

Restrooms:

Daily - thoroughly clean all urinals, water closets and sinks, inside and outside, with a disinfectant and odor-counteractive solution, which complies with the requirements of EO-4, which is attached to this MOU as Exhibit "5." Empty all trash and sanitary receptacles. Wash and sanitize all shelves, dispensers and receptacles. Clean all mirrors. Spot wash walls, partitions, doors and furniture. Wet mop and rinse all floor areas. Fill all dispensers so as to last a full working day.

Weekly - Dust all partitions and air vents.

Monthly - Wash all furniture in lounge area and partitions in restrooms.

Annually - Wash all walls, partitions, ceilings, and all air supply and return vents.

Light Fixtures: Annually wash inside and outside of all light fixtures, tubes and diffusers.

Venetian Blinds/Window Treatments: Dust monthly. Completely wash annually. Repair as needed.

Walls, Ceilings, Entrances, Metal Trim, Doors, Etc.:

Daily - Damp wipe fingerprints, smears, smudges, etc. from all entrance doors and frames, handrails and glass. Damp wipe floor indicators, wall surfaces and wall hung fixtures. Clean all entrance glass, both inside and outside in public areas. Clean telephone booths and fixtures. Damp mop all non-carpeted floor surfaces in lobbies, corridors and entrances. Vacuum entrance mats.

Monthly - Spray buff all non-carpeted corridor, lobby and vestibule floors.

Semi-annually - Completely wash both sides of all outside entrances and vestibules, glass, frames, handrails, steps, risers, handicapped ramps and doors. Strip and redress corridor and lobby floors. Shampoo entrance carpets.

Annually - Wash corridor walls, vestibule walls and ceilings, and lobby walls.

Woodwork (Natural Wood Finish): Dust Daily. Clean and polish annually.

Stairwells, Landings and Concrete Floors:

Daily - Sweep, spot mop spills and remove gum Daily. Damp wipe fingerprints, smudges and smears on stairway doors, wall surfaces, hose racks and handrails.

Monthly - Mop and rinse stairway landings.

---

Annually - Wash and rinse walls, light fixtures, sills, treads, risers and handrails and apply dressing to all landings and treads.

Windows: To be cleaned, inside and out, in April and October. Interior partition glass to be clean at all times.

Rubbish: Wastepaper baskets and trash cans are to be emptied and trash removed from the Premises Daily. Wastepaper baskets are to be clean, odor free and lined Daily. In order to maximize materials recovery and implement effective programs to reduce waste, the Occupying Agency shall source separate all recyclable waste materials, including paper, metal, glass and plastic, hereafter referred to as "Wastes," from rubbish generated within the Demised Premises in compliance with Section 16 of this MOU. As discussed in Section 16 of this MOU, the County agrees, to the extent practicable, to assist the State and the Occupying Agency with implementing said programs and shall likewise source separate and remove all such recyclable waste materials, including paper, metal, glass and plastic, causing the same to be disposed of for purposes of recycling and materials recovery in accord with all laws, rules, orders, ordinances and regulations at any time issued or in force and applicable in the borough, city, county, or other municipality in which the Demised Premises are located.

Maintenance and Trimming: Grass, shrubs and trees surrounding the Building to be clipped and trimmed. Use of chemicals shall be in accord with all applicable federal, State and local laws, rules, orders, ordinances and regulations.

Sidewalks, Entrances, and Parking Areas: Remove refuse and debris Daily. In winter, remove snow and ice from the walkway and parking lots and spread de-icer as needed.

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Laurie Lisi  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven G. Cox  
Stacey L. Scotti  
Bernard L. Hyman, Jr.  
Todd C. Carville  
Michael R. Nolan  
Joshua L. Bauer

Dawn Catera Lupi  
First Assistant

Steven P. Feiner  
Sarah E. DeMellier  
Luke C. Davignon  
William J. Barry III  
Kevin J. Dwyer  
Stephanie N. Singe  
Paul S. Kelly  
Travis J. Voxall  
Maria Murad Blais  
Rebecca G. Kelleher  
Lindsey R. Johnson

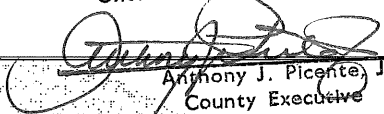
FN 20 17-195

PUBLIC SAFETY March 3, 2017

WAYS & MEANS

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

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

  
Anthony J. Picente, Jr.  
County Executive

Date 5-9-17

Dear Mr. Picente:

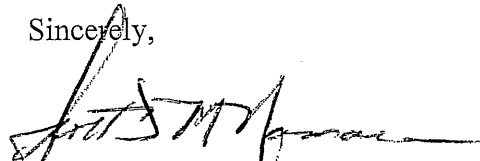
Enclosed is the yearly Federal Equitable Sharing Agreement for the District Attorney's Office. This is a federal forfeiture account used for providing equipment, training, and other services. This is an annual accounting of funds in the account. The total amount is \$0.00.

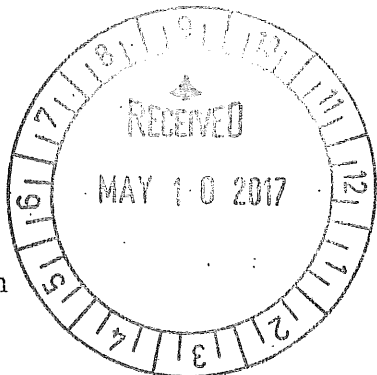
I am hereby requesting your review and approval of this agreement. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

Sincerely,

  
Scott D. McNamara  
Oneida County District Attorney



SDM/kh  
Enc.

Oneida Co. Department: DISTRICT ATTORNEY

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

Oneida County District Attorney's Office  
235 Elizabeth Street  
Utica, New York 13501

**Title of Activity or Service:**

Federal Equitable Sharing Agreement

**Proposed Dates of Operation:**

01/01/2016 – 12/31/2016

**Client Population/Number to be Served:**

**Summary Statements**

**1) Narrative Description of Proposed Services**

Federal forfeiture account used for providing equipment, training and other services.  
This is an annual accounting of funds in this account.

**2) Program/Service Objectives and Outcomes:**

N/A

**3) Program Design and Staffing**

N/A

**Total Funding Requested:**

N/A

**Account #**

N/A

**Oneida County Dept. Funding Recommendation:**

None.

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

Federal \$

**Cost Per Client Served:**

None.

**Past Performance Data:**

None.

**O.C. Department Staff Comments:**

None.



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** NY0324200  
**Agency Name:** Oneida County Drug Enforcement Task Force  
**Mailing Address:** 235 Elizabeth Street  
 Utica NY 13501

**Type:** Task Force

**Finance Contact**

**Name:** Mcnamara, Scott  
**Phone:** 3157985437

**Email:** Smcnamara@ocgov.net

**ESAC Preparer**

**Name:** Saba, Joseph  
**Phone:** 315-798-5684

**Email:** Jsaba@ocgov.net

**FY End Date:** 12/31/2016

**Agency FY 2017 Budget:** \$0.00

### Annual Certification Report

**Summary of Equitable Sharing Activity**

**Justice Funds <sup>1</sup>**

**Treasury Funds <sup>2</sup>**

| 1 | Beginning Equitable Sharing Fund Balance<br><small>(Must match Ending Balance from prior FY)</small>                  | \$424.89 | \$0.00     |
|---|-----------------------------------------------------------------------------------------------------------------------|----------|------------|
| 2 | Equitable Sharing Funds Received                                                                                      | \$0.00   | \$0.00     |
| 3 | Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force <small>(Complete Table B)</small> | \$0.00   | \$4,474.61 |
| 4 | Other Income                                                                                                          | \$0.00   | \$0.00     |
| 5 | Interest Income                                                                                                       | \$0.00   | \$0.05     |
| 6 | Total Equitable Sharing Funds Received <small>(total of lines 1-5)</small>                                            | \$424.89 | \$4,474.66 |
| 7 | Equitable Sharing Funds Spent <small>(total of lines a - n below)</small>                                             | \$0.00   | \$4,474.61 |
| 8 | Ending Equitable Sharing Funds Balance<br><small>(difference between line 7 and line 6)</small>                       | \$424.89 | \$0.05     |

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCSIS, DSS and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

**Summary of Shared Funds Spent**

**Justice Funds**

**Treasury Funds**

| a | Law enforcement operations and investigations                                               | \$0.00        | \$0.00            |
|---|---------------------------------------------------------------------------------------------|---------------|-------------------|
| b | Training and education                                                                      | \$0.00        | \$0.00            |
| c | Law enforcement, public safety and detention facilities                                     | \$0.00        | \$0.00            |
| d | Law enforcement equipment                                                                   | \$0.00        | \$4,474.61        |
| e | Joint law enforcement/public safety operations                                              | \$0.00        | \$0.00            |
| f | Contracting for services                                                                    | \$0.00        | \$0.00            |
| g | Law enforcement travel and per diem                                                         | \$0.00        | \$0.00            |
| h | Law enforcement awards and memorials                                                        | \$0.00        | \$0.00            |
| i | Drug, gang and other education or awareness programs                                        | \$0.00        | \$0.00            |
| j | Matching grants <small>(Complete Table C)</small>                                           | \$0.00        | \$0.00            |
| k | Transfers to other participating law enforcement agencies <small>(Complete Table D)</small> | \$0.00        | \$0.00            |
| l | Support of community-based programs <small>(Complete Table E)</small>                       | \$0.00        | \$0.00            |
| m | Non-categorized expenditures <small>(Complete Table F)</small>                              | \$0.00        | \$0.00            |
| n | Salaries <small>(Complete Table G)</small>                                                  | \$0.00        | \$0.00            |
|   | <b>Total</b>                                                                                | <b>\$0.00</b> | <b>\$4,474.61</b> |

**Table A: Members of the Task Force**

| Agency Name                              | NCIC/ORI/Tracking Number |
|------------------------------------------|--------------------------|
| City Of Rome Ny Police Department        | NY0320100                |
| New Hartford Town Police Department      | NY0324100                |
| Oneida County District Attorney's Office | NY032013A                |
| Oneida County Sheriff's Office           | NY0320000                |
| Utica Police Department                  | NY0320200                |
| Village Of Whitesboro Police Department  | NY0323700                |

**Table B: Equitable Sharing Funds Received From Other Agencies**

| Transferring Agency Name | Justice Funds | Treasury Funds |
|--------------------------|---------------|----------------|
| NY0324200                |               | \$4,474.61     |

**Table C: Matching Grants**

| Matching Grant Name | Justice Funds | Treasury Funds |
|---------------------|---------------|----------------|
|                     |               |                |

**Table D: Transfers to Other Participating Law Enforcement Agencies**

| Receiving Agency Name | Justice Funds | Treasury Funds |
|-----------------------|---------------|----------------|
|                       |               |                |

**Table E: Support of Community-based Programs**

| Recipient | Justice Funds | Treasury Funds |
|-----------|---------------|----------------|
|           |               |                |

**Table F: Non-categorized expenditures in (a) - (n) Above**

| Description | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
|             |               |                |

**Table G: Salaries**

| Salary Type | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
|             |               |                |

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment?  YES  NO

## Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

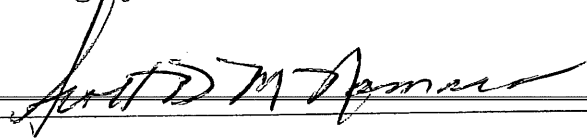
7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes  No

**Agency Head**

Name: McNamara, Scott D.  
Title: Oneida County Dist. Atty.  
Email: smcnamara@ocgov.net

Signature:  Date: 5/8/2017

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

**Governing Body Head**

Name: Picente, Anthony J.  
Title: Oneida County Executive  
Email: Apicente@ocgov.net

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

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Laurie Lisi  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven G. Cox  
Stacey L. Scotti  
Bernard L. Hyman, Jr.  
Todd C. Carville  
Michael R. Nolan  
Joshua L. Bauer

Dawn Catera Lupi  
First Assistant

Steven P. Feiner  
Sarah F. DeMellier  
Luke C. Davignon  
William J. Barry III  
Kevin J. Dwyer  
Stephanie N. Singe  
Paul S. Kelly  
Travis J. Yoxall  
Maria Murad Blais  
Rebecca G. Kelleher  
Lindsey R. Johnson

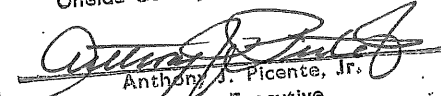
FN 20 17-196

PUBLIC SAFETY

WAYS & MEANS

April 6, 2017

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

  
Anthony J. Picente, Jr.  
County Executive

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

Date 5-9-17

Dear Mr. Picente:

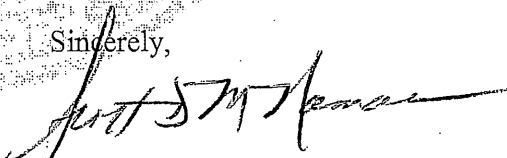
Enclosed is the yearly Federal Equitable Sharing Agreement for the Drug Enforcement Task Force. This is a federal forfeiture account used for providing equipment, training, and other services. This is an annual accounting of funds in the account.

I am hereby requesting your review and approval of this agreement. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

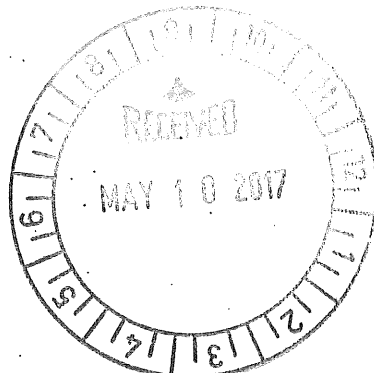
Thank you for your time and assistance in this matter.

Sincerely,



Scott D. McNamara  
Oneida County District Attorney

SDM/kh  
Enc.





## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** NY032013A  
**Agency Name:** Oneida County District Attorney's Office  
**Mailing Address:** 235 Elizabeth Street  
 Utica NY 13501

**Type:** Prosecutor's Office

**Finance Contact**

**Name:** Mcnamara, Scott  
**Phone:** 3157985437

**Email:** Smcnamara@ocgov.net

**ESAC Preparer**

**Name:** Saba, Joseph  
**Phone:** 315-798-5684

**Email:** Jsaba@ocgov.net

**FY End Date:** 12/31/2016

**Agency FY 2017 Budget:** \$4,829,503.00

### Annual Certification Report

| Summary of Equitable Sharing Activity |                                                                                                                       | Justice Funds <sup>1</sup> | Treasury Funds <sup>2</sup> |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|
| 1                                     | Beginning Equitable Sharing Fund Balance<br><small>(Must match Ending Balance from prior FY)</small>                  | \$23,026.71                | \$0.00                      |
| 2                                     | Equitable Sharing Funds Received                                                                                      | \$0.00                     | \$1,494.48                  |
| 3                                     | Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force <small>(Complete Table B)</small> | \$0.00                     | \$0.00                      |
| 4                                     | Other Income                                                                                                          | \$0.00                     | \$0.00                      |
| 5                                     | Interest Income                                                                                                       | \$82.29                    | \$0.00                      |
| 6                                     | Total Equitable Sharing Funds Received <small>(total of lines 1-5)</small>                                            | \$23,109.00                | \$1,494.48                  |
| 7                                     | Equitable Sharing Funds Spent <small>(total of lines a - n below)</small>                                             | \$0.00                     | \$0.00                      |
| 8                                     | Ending Equitable Sharing Funds Balance<br><small>(difference between line 7 and line 6)</small>                       | \$23,109.00                | \$1,494.48                  |

<sup>1</sup>Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCSIS, DSS and FDA  
<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

| Summary of Shared Funds Spent |                                                                                             | Justice Funds | Treasury Funds |
|-------------------------------|---------------------------------------------------------------------------------------------|---------------|----------------|
| a                             | Law enforcement operations and investigations                                               | \$0.00        | \$0.00         |
| b                             | Training and education                                                                      | \$0.00        | \$0.00         |
| c                             | Law enforcement, public safety and detention facilities                                     | \$0.00        | \$0.00         |
| d                             | Law enforcement equipment                                                                   | \$0.00        | \$0.00         |
| e                             | Joint law enforcement/public safety operations                                              | \$0.00        | \$0.00         |
| f                             | Contracting for services                                                                    | \$0.00        | \$0.00         |
| g                             | Law enforcement travel and per diem                                                         | \$0.00        | \$0.00         |
| h                             | Law enforcement awards and memorials                                                        | \$0.00        | \$0.00         |
| i                             | Drug, gang and other education or awareness programs                                        | \$0.00        | \$0.00         |
| j                             | Matching grants <small>(Complete Table C)</small>                                           | \$0.00        | \$0.00         |
| k                             | Transfers to other participating law enforcement agencies <small>(Complete Table D)</small> | \$0.00        | \$0.00         |
| l                             | Support of community-based programs <small>(Complete Table E)</small>                       | \$0.00        | \$0.00         |
| m                             | Non-categorized expenditures <small>(Complete Table F)</small>                              | \$0.00        | \$0.00         |
| n                             | Salaries <small>(Complete Table G)</small>                                                  | \$0.00        | \$0.00         |
| Total                         |                                                                                             | \$0.00        | \$0.00         |

**Table B: Equitable Sharing Funds Received From Other Agencies**

| Transferring Agency Name | Justice Funds | Treasury Funds |
|--------------------------|---------------|----------------|
|                          |               |                |

**Table C: Matching Grants**

| Matching Grant Name | Justice Funds | Treasury Funds |
|---------------------|---------------|----------------|
|                     |               |                |

**Table D: Transfers to Other Participating Law Enforcement Agencies**

| Receiving Agency Name | Justice Funds | Treasury Funds |
|-----------------------|---------------|----------------|
|                       |               |                |

**Table E: Support of Community-based Programs**

| Recipient | Justice Funds | Treasury Funds |
|-----------|---------------|----------------|
|           |               |                |

**Table F: Non-categorized expenditures in (a) - (n) Above**

| Description | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
|             |               |                |

**Table G: Salaries**

| Salary Type | Justice Funds | Treasury Funds |
|-------------|---------------|----------------|
|             |               |                |

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Did your agency purchase any controlled equipment?     YES     NO

## Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

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**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

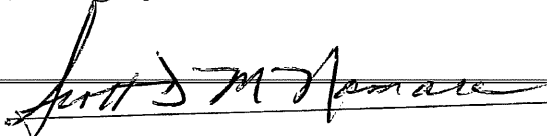
Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?  
 Yes  No

### Agency Head

Name: McNamara, Scott D.  
Title: Oneida County Dist. Atty.  
Email: smcnamara@ocgov.net

Signature:  Date: 5/8/2017

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

### Governing Body Head

Name: Picente, Anthony J.  
Title: Oneida County Executive  
Email: Apicente@ocgov.net

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

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



# ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider  
Paul van Lieshout ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Brian Mandryck

May 9, 2017

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

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

FN 20 17-197   
Anthony J. Picente, Jr.  
County Executive

Date 5-9-17

Dear Mr. Picente,

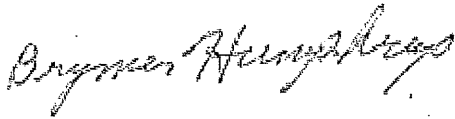
**WAYS & MEANS**

On May 3<sup>rd</sup>, 2017, the Oneida County Farmland Protection Board along with members of your Task Force held a public hearing to gather final comments on the proposed Oneida County Agriculture and Farmland Protection Plan. The necessary changes were made and the OCFPB approved the Plan by Resolution No. 01-2017.

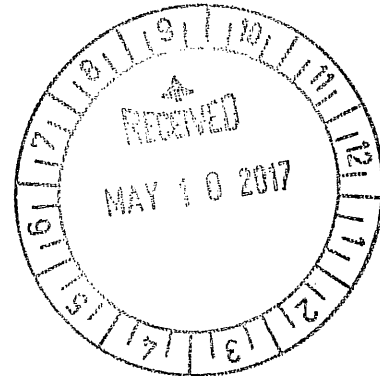
The Farmland Protection Board respectfully requests your consideration for approval of the 2017 Oneida County Agriculture and Farmland Protection Plan.

Should you or your staff have any questions regarding the process, please do not hesitate to contact us.

Regards,



Brymer Humphreys  
Oneida County Farmland Protection Board Chairman



CC.

Mr. Gerald J. Fiorini, Oneida County Board of Legislators  
Mr. John R. Kent, Oneida County Planning Commissioner  
Mr. Mikale Billard, Oneida County Clerk of the Board  
Mrs. Mary Beth McEwen, Cornell Cooperative Extension Oneida, Executive Director

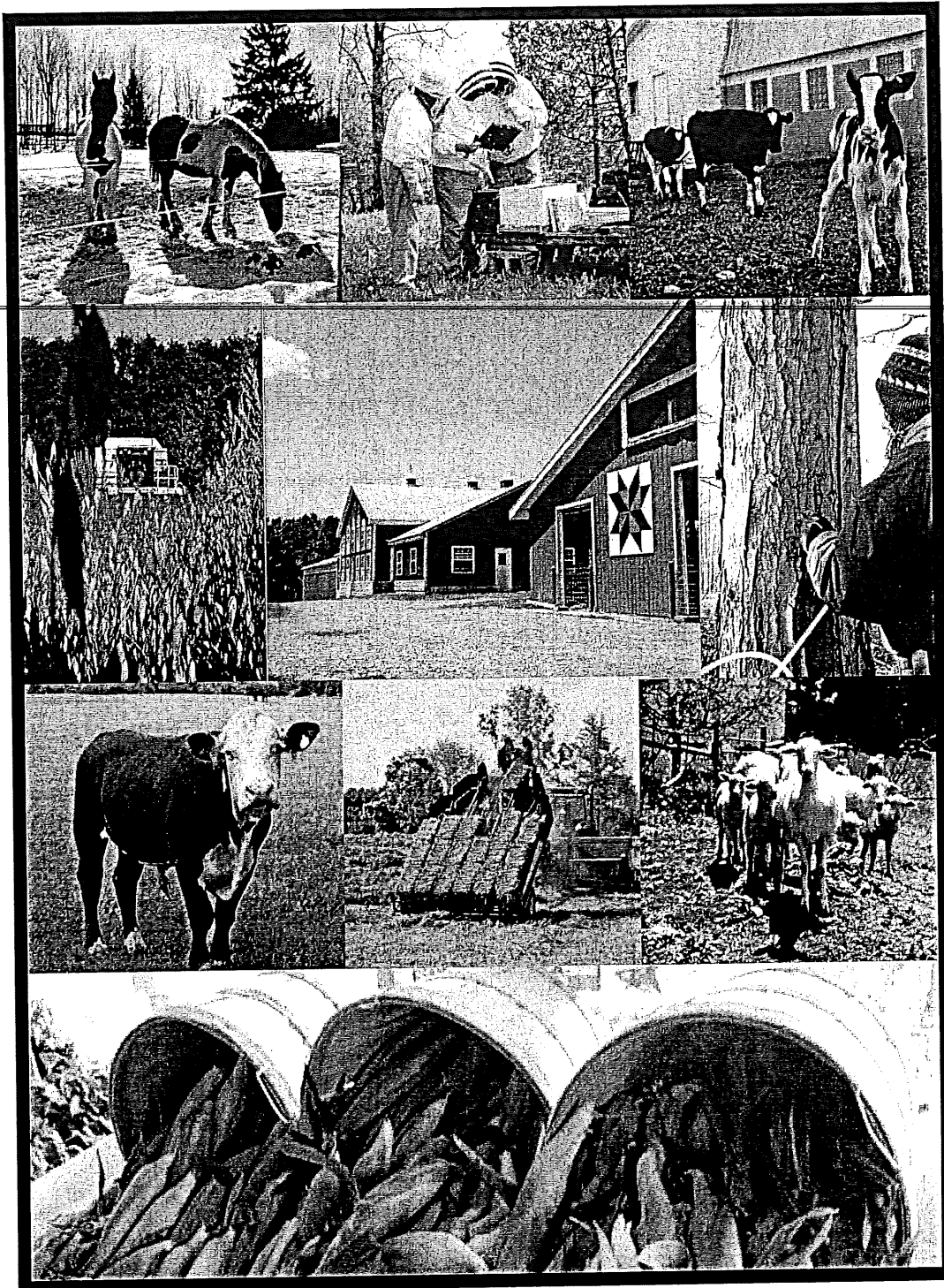
Encl.

Summary of changes  
OCFPB Resolution No. 01-2017  
Final Oneida County Farmland Protection Plan

Oneida County Farmland Protection Board \* C/O Cornell Cooperative Extension  
121 Second Street \* Oriskany, New York \* 13424 \* (315) 736-3394



# ONEIDA COUNTY AGRICULTURE AND FARMLAND PROTECTION PLAN June 2017



*Cover Photo: Eddie B's Honey, Finndale Farm, Link Maple Farm, North Star Orchards, Stoltzfus Family Dairy, Wightman Farm*

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## Executive Summary

This *Agricultural and Farmland Protection Plan* presents insights and information about the role of agriculture in Oneida County gained as the result of a process of inventorying resources, analyzing capacities and trends, and engaging the public in a dialogue on the issues. It highlights a number of opportunities, and also identifies some concerns, that will shape the future of agriculture in the County. Most importantly, it establishes a long-term vision for agriculture in the County; identifies strategies to ensure that agriculture remains a strong contributor to the County's economy and quality of life for many years into the future; and sets out an Action Plan for implementation of those strategies.

This Plan incorporates an in-depth discussion of local policies that affect agriculture and farmland protection, with a special emphasis on the important role of municipal land use regulations, and identifies farmland in the County that should be prioritized for protection. Stakeholders in the County, including County Government and local municipalities should use this Plan to help ensure that local decisions that may affect farms and farmland are supported by objective information, analysis, and practical recommendations.

### Why a New Plan?

- After 17 years, new challenges mean new ideas and strategies are needed.
- Updated data, maps and other information are needed to target and support new programs.
- A cohesive framework for farmers, farm groups and agencies is needed to guide collaboration on programs.

## Role of Agriculture in the County

Agriculture has played an important role in Oneida County historically, and it continues to do so. Although the acreage of land devoted to active farming operations has decreased over many decades, farmland still is the predominant non-residential use of land in the County: according to the most recent USDA Census of Agriculture, 1,066 farms utilize 26.5% of the total acreage of the County. Actively farmed land is distributed throughout the County, and in many of the County's 26 Towns farming occupies most of the land.

Beyond being the predominant land use throughout most of the County, our diverse agricultural sector is a significant economic contributor, as evidenced by the USDA Census of Agriculture 2012 report of sales receipts:

- \$113 Million in farm sales, of which more than half is from milk; the remainder is from diverse farm products, including:
  - \$8.9 Million in cattle and calf sales
  - \$5.5 Million in nursery and greenhouse sales
  - \$3.5 million in sales of vegetable crops
  - \$1.7 Million in fruit sales
  - \$1.6 Million in other livestock sales

Agriculture in Oneida County drives indirect economic benefits as well, by supporting economic activity in commercial and industrial sectors that benefit from the presence of agriculture, and by providing a significant source of jobs and income.

Agriculture also contributes to the County’s visual landscape and character; it provides access to fresh, healthy, local food products; it preserves open space and wildlife habitats; and it contributes to recreation and tourism attractions including hunting, fishing, motorized vehicle use, and farm tours.

#### Agriculture-Friendly Oneida County Initiative

To assist in driving priority action items of this Plan, the County Executive has tasked Cornell Cooperative Extension of Oneida County with the development of *an Agriculture-Friendly Oneida County Initiative*. This Initiative will ensure that planning, regulatory and enforcement decisions made at the local level strike the best possible balance between the needs of a diverse and changing agriculture sector and other local interests, including residential neighbors.

Specifically, as a result of this Initiative, in 2017 the County will develop and deploy the following print and website resources:

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##### **Ag-Friendly Oneida County Toolkit, including support for:**

- Comprehensive Planning
- Zoning
- Subdivision Regulations
- Definitions
- Agricultural Districts
- Right-to-Farm laws
- Maps

##### **Recommended local actions, including:**

- Ag-friendliness reviews
- Resident surveys
- Municipal official professional development, etc.

##### **Resource guide, including:**

- New York State Planning Grants
- Oneida County Planning Department
- Oneida County Soil & Water Conservation District
- Cornell Cooperative Extension, etc.

## Priority Action Items

This Plan identifies certain specific actions for priority implementation in Year 1. These actions will ensure that:

- **Oneida County is ag-friendly.**

Town governments have a critical role to play in ensuring that their policies support agriculture. Oneida County will support and encourage farm-friendly Town regulations and procedures, and will help bring in New York State funding to help Town's improve those policies when appropriate.

  - Survey and identify local regulations and procedures that may limit growth of agritourism and recommend changes
  - Inventory and map zoning relevant to agribusiness
- **Oneida County agriculture is an amenity for residents and an attraction for visitors.**

Strengthening farmers' markets and other direct connections between farmers and consumers brings farmers new business opportunities and consolidates the importance of agriculture as a contributor to the local economy.

  - Develop promotional tools for agritourism businesses (print, electronic)
  - Produce and distribute printed guides to local food
  - Increase the capacity of Union Station, which currently serves as the home of the Oneida County Public Market, to serve as a sustainable community hub for local food and tourism with new funding sources including REDC application
  - Create a website (or new section of an existing website) to celebrate Oneida County agriculture
- **Oneida County is planning for the future of agriculture.**

The one constant in agriculture is change, and Oneida County is planning for changes by developing a strong shared understanding of the role of agriculture in the economy, the environment, and public health; and by encouraging new entrants into food and agriculture careers.

  - Support development and distribution of agriculture and food system asset map envisioned by the MV500 Regional Economic Development task force
  - Develop pilot agriculture career day event with BOCES with the goal of it becoming a regular regional event
  - With MVCC and the thINCubator, pursue REDC and other funding for an agricultural business incubator; participating entrepreneurs will develop products and business models to serve emerging markets including farm-to-school and farm-to-institution

The Farmland Protection Board will encourage and assist in the development of Regional Economic Development Council and other funding proposals to support these and other actions identified in the Plan.

## Strengths, Issues and Opportunities

This Plan identifies features and characteristics that make our agriculture strong, as well as issues that challenge our farms. It also highlights opportunities for which we should prepare and invest. These include:

### Strengths:

- Experienced, resourceful farming population
- Strong local agribusiness infrastructure
- Temperate climate and sufficient clean water
- Competitive advantage of location near population centers
- Supportive local policies

### Issues:

- High property taxes
- Barriers to entry for new farm enterprises
- Volatile commodity markets
- Insufficient local food processing and distribution infrastructure
- Historical lack of emphasis on marketing
- Labor supply challenges
- Burdensome regulatory environment
- Aging farm population

### Opportunities:

- Increasing advantages of climate, water, and proximity to population centers
- Growing support for buying local
- Development of niche markets and small farm opportunities
- Support for craft beverage and value-added enterprises
- Interest among the public in agritourism
- Growing connections to downstate markets
- Farm to School and Farm to Institution sales
- Marketing to diverse immigrant populations

## Strategies and Goals for Agriculture and Farmland Protection

The creation of this *Agricultural and Farmland Protection Plan* involved inventorying resources, analyzing capacities and trends, and engaging the public in a dialogue on the issues. As a result of that process the Agriculture and Farmland Protection Plan Update Task Force and the agency staff responsible for developing this updated Plan identified the following overall **strategies** for the coming years:

### *Strategies*

- Sustain and increase agriculture's contributions to the local economy
- Sustain and increase agriculture's contributions to the quality of life in the County, preserving rural landscapes, a clean environment and access to fresh food.

### *Goals*

In order to accomplish these overall strategies, this Plan has established the following five primary **Goals**:

1. Support new farm- and agriculture- related businesses
2. Connect local farms with local consumers

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3. Bring new people into agriculture careers through education initiatives
4. Increase public awareness and focus local policy on protecting and strengthening agriculture
5. Protect important farmland resources

### Action Plan: Putting this Plan to Work

This Plan includes a carefully considered list of **Action Items**, each of which will further the achievement of the five Goals listed above. For each Action Item, the group or agency that will take the lead on implementation is identified; required resources are described; and the anticipated timeframe for the completion of the Action Item is specified.

Equally important, this Plan lays out an *accountability process*, which will ensure the continued engagement of the stakeholders over the life of the Plan by committing the Agriculture and Farmland Protection Board to a bi-annual review of progress on these initial Action Items and identification of new Action Items needed to ensure continued progress toward the Goals. The results of each bi-annual review will be documented in writing and submitted to the County Legislature, with a description of successes, challenges, and recommended modifications, additions, or updates to the Goals and Action Steps in this original plan.

## Action Plan Summary

### **Goal 1: Support new farm- and agriculture- related businesses**

#### Year 1:

- Survey and identify local regulations and procedures that may limit growth of agritourism and recommend changes
- Support development and distribution of agriculture and food system asset map envisioned by the MV500 Regional Economic Development task force
- Develop promotional tools for agritourism businesses (print, electronic)

#### Year 1-5:

- Seek funding for a planned agricultural business Incubator alongside MVCC's thINCubator in downtown Utica
  - Encourage participation of agricultural/food businesses in business plan competition
  - Develop a value-added cook-chill processing plant as part of agribusiness park
  - Create a downstate-upstate marketing initiative
  - Develop a food processing and distribution facility with a primary focus on Farm to School
- 

- Launch Taste NY store

#### Ongoing:

- Update agribusiness directory - every two years
- Agribusiness outreach
- Update agritourism directory information annually
- Deploy ag business revolving loan funds (MV EDGE/MVEDD)

### **Goal 2: Connect local farms with local consumers**

#### Year 1:

- Produce and distribute printed guides to local food
- Increase capacity of Union Station REA

#### Year 1-5:

- Market development support for farmers to sell their products to local public K-12 schools
- Market development support for farmers to sell their products to local institutional buyers (colleges, hospitals, etc.)
- Strengthen the alliance of farmers' market managers
- Strengthen the alliance of community gardens

#### Ongoing

- Provide forums (e.g., Mohawk Valley Food Action Network) for increasing connections and understanding between sectors of the food system

### **Goal 3: Bring new individuals into agriculture careers through education initiatives**

#### Year 1:

- Develop agriculture career day event with BOCES to be held every 3 years

#### Year 1-5:

- Support local school districts' enhancements to existing ag program
- Support veterans getting into agriculture

- Develop and implement tailored new farmer education for refugees
- Ongoing
- Support and improve Farm Fest celebration of Oneida County agriculture
  - Continue development of Pathways in Technology Early College High School (PTECH) program

**Goal 4: Increase public awareness and focus local policy on protecting and strengthening agriculture**

Year 1:

- Inventory and map of zoning relevant to agribusiness
- Create a website (or new section of an existing website) to celebrate Oneida County agriculture

Year 1-5:

- Develop and establish a system for updating a database of "farm units" (similar to Dutchess County)
  - Provide training opportunities to municipal assessors on ag-related property class codes
  - Study transportation issues that affect agriculture including road safety, adequacy of bridges, regulation
  - Conduct a study of the contribution of private forest land resources to the local economy and SWOT analysis
  - Promote development of new or updated comprehensive plans
  - Encourage Towns that have comprehensive plans to promptly reflect them in current land use plans and regulations
  - Provide Towns with tools and information that help them improve the farm-friendliness of local regulations (as further detailed in this plan)
- 

Ongoing

- Communicate through media, social media, etc. on Farm to School and other food system initiatives to the general public
- Farmland Protection Board members participate in assessor meetings
- Strengthen mutual understanding between Amish and neighbors
- Act as a resource to provide information related to farmland protection to consumers and municipal officials

**Goal 5: Protect important farmland resources**

Year 1-5:

- Provide educational opportunities on Ag Districts through assessor training, landowner programs, and improved web materials
- Increase awareness in Agricultural Assessment program
- Research ways to improve methods of measuring farm viability to contribute to farmland protection

Ongoing



- Encourage and support landowner applications for New York State's Purchase of Development Rights (PDR) program
  - Create ongoing committee to evaluate priority farmlands for protection including updating on development pressure
-

## Mission Statement

The purpose of this *Agriculture and Farmland Protection Plan* is to provide information, analysis, a vision, and a plan of action that will support and guide local stakeholders in their efforts to preserve, protect, and develop existing and potential agricultural assets of Oneida County and the Mohawk Valley region.

## Vision Statement

Oneida County stakeholders envision a future in which agriculture will play a significant and increasing role as part of a strong local economy and as a key element of the quality of life in the County, offering job opportunities, contributing to a strong social fabric, and preserving an attractive and healthy environment.

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## PART 1: BACKGROUND

### Why Create an Agriculture and Farmland Protection Plan?

New York State's Agriculture and Markets Law states: "...agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability and environmental and landscape preservation values associated with agriculture, the state must explore ways to sustain the state's valuable farm economy and the land base associated with it. It is therefore declared the policy of the state to promote local initiatives for agricultural and farmland protection." (Article 25AAA)

The creation of an *Agriculture and Farmland Protection Plan* is an opportunity, supported by New York State and the Oneida County Legislature, for local stakeholders – farmers, farm landowners, local elected and appointed officials, and other interested residents – to share insights, concerns and hopes for the future of agriculture in the County, and to contribute to the establishment of a vision and strategies to ensure that agriculture remains a vital contributor to the economy and quality of life well into the future.

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New York State is a "home rule" state, which means that many decisions that can affect agriculture and farmland preservation in both positive and negative ways will occur at the very local – town, village or city – level. The findings and guidance in the *County's Agriculture and Farmland Protection Plan* cannot replace or supersede those local decisions. However, a successful Plan can ensure that decisions made at those local levels benefit from good, objective information and analysis, and clear, practical recommendations.

Oneida County created one of the earliest *Agriculture and Farmland Protection Plans*, which was adopted in 2000. That Plan included specific recommendations for actions to support agricultural economic development; to promote the awareness of and support for agriculture among the general public; and to plan for the protection of farmland. Many of those recommendations remain relevant and are updated in the "Goals and Objectives" section of this Plan.

Since Oneida County's original plan was written, many more Counties have adopted farmland protection plans, and New York State's Department of Agriculture and Markets has provided updated guidance for new County Plans. Specifically, the Department expects current Plans to:

- Identify priority farmland areas for protection
- Establish a shared vision of the future of agriculture that can inform local government decision-making
- Recommend specific actions to be taken to move toward that future

This updated Plan is intended to address those needs and expectations.

## The Process of Creating this Plan

In recent years, the Oneida County Agriculture and Farmland Protection Board\* and other interested parties have noted that the *Agricultural and Farmland Protection Plan* adopted by the County in 2000 was in need of updating. The issues and pressures affecting the County's important agricultural and farmland resources were changing due not only to the passage of more than a decade, but also due to specific developments occurring in Oneida County and the region, notably, but not limited to, the arrival and expected growth of the nanotech industry.

In light of those concerns, in October 2014 Oneida County submitted an application to New York State's Department of Agriculture and Markets for \$15,000 in state funding to assist with the development of an updated Agricultural and Farmland Protection Plan. For its part, the County committed \$12,000 in in-kind services to support the project and \$3,000 in cash for the hiring of an expert consultant. In February 2015, the NYS Department of Agriculture and Markets approved the county's grant application and in January 2016 the county entered into a subcontract with Cornell Cooperative Extension Oneida County to have CCEOC write/develop the plan.

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In order to ensure that the updated Agricultural and Farmland Protection Plan reflected the insights of all stakeholder sectors, Oneida County Executive Anthony Picente recruited and named a Planning Task Force\* including farmers, farm landowners, municipal officials, business owners, and other interested residents who were asked to participate actively in the planning process. In February and March of 2016, Cornell Cooperative Extension staff convened a series of topic-specific meetings of the Task Force at the CCEOC offices in Oriskany:

Task Force Meeting #1, February 25, 4pm to 6pm

Topic: Inventory and Analysis of farmland and agricultural productive resources in Oneida County

Task Force Meeting #2, March 10, 4pm to 6pm

Topic: Inventory and Analysis of the economic role and contributions of agriculture in Oneida County

Task Force Meeting #3, March 31, 4pm to 6pm

Topic: Inventory and Analysis of the policy environment relevant to agriculture in Oneida County

Over the course of the spring and summer, CCEOC and County Planning staff collected and reviewed recent Agricultural and Farmland Protection Plans adopted by other New York State counties, and developed a draft table of contents and list of maps for the proposed update to Oneida County's plan. Staff also collected and analyzed important relevant data that had not previously been readily available, including real property class and tax information; water and sewer infrastructure data; and important natural resource data. County Planning staff also assembled and scanned for easy access municipal policy documents including comprehensive plans, zoning, and subdivision regulations for all municipalities in the County. In late September

the Task Force met again to review the results of staff's work and to plan public outreach during the fall.

In October and November, public meetings were held in diverse geographic locations around the County:

October 27, 6 to 8pm, Steuben Town Hall

November 10, 6 to 8pm, Sangerfield Town Hall

November 17, 6 to 8pm Verona Town Hall

At each of these meetings, the purpose and preliminary outline of the Plan was presented and participants had the opportunity to provide input through a facilitated discussion of the existing strengths and weaknesses of Oneida County agriculture as well as the opportunities and threats that the Plan should address.

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Simultaneously, a written survey designed to elicit insights from farmers, farm landowners, municipal officials, and other interested residents, was fielded both in hard copy and in an online format and was completed by more than 125 respondents.

On December 1, 2016 a Task Force meeting reviewed the results of the public meetings and the surveys. On December 13, 2016 at the annual meeting of the County's Agricultural Economic Development Advisory Board, staff reviewed a proposed Vision Statement, and developed a recommended set of action steps to be incorporated in the final draft Plan. On January 12 2017 the Task Force met and reviewed a final draft and agreed on a methodology to ensure that the Plan becomes a tool for ongoing engagement with the issues and long-term trends identified in the Plan. That methodology has been incorporated into the Action Plan below (Part 4).

On February 13, 2017 staff presented the final draft Plan at a meeting of the Agriculture and Farmland Protection Board with the recommendation that it be forwarded to the County Legislature for review, discussion, and formal adoption. The communication to the County Legislature included the offer of staff and the Task Force to present the Plan and answer questions at an upcoming meeting.

*\* For a list of the members of the Oneida County Farmland Protection Board and the Plan Update Task Force please see the Acknowledgements page at the end of this document.*

## PART 2: PROFILE OF ONEIDA COUNTY AGRICULTURE

Oneida County encompasses 1,212.42 square miles located near the geographic center of New York State, approximately 260 miles west of Boston; 246 miles southwest of Montreal, Canada; 240 miles northwest of New York City; 95 miles west of Albany; and 54 miles east of Syracuse.

The county includes three cities (Utica, pop. 62,235; Rome, pop. 33,725; Sherrill pop. 3,071). The remainder of the county's 2010 population of 234,878 resides in suburban or rural areas. Census figures describe a historical trajectory of overall population decline but also of suburbanization and spreading of the population outside the urban centers.

|                      | 1970    | 2010    | Change |
|----------------------|---------|---------|--------|
| <b>Oneida County</b> | 273,037 | 234,878 | - 14%  |
| <b>Utica (City)</b>  | 91,611  | 62,235  | - 32%  |
| <b>Rome (City)</b>   | 50,418  | 33,725  | - 33%  |

*Population Source: US Census*

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Enriching this population picture is the establishment in 1979 of the Mohawk Valley Resource Center for Refugees, as a result of which Oneida County now has the fourth highest concentration of refugees in the US. Refugees now represent almost 12% of the population of the city of Utica.

### a. Natural Resources

Oneida County is located in Central New York, with the Tug Hill Plateau in the northeast, Adirondack Uplands to the northwest and the Mohawk Valley dissecting the county north and south. The rivers and streams in the County feed into 3 watersheds: the Oneida Lake Basin, the Mohawk River Basin and the Susquehanna River Basin.

Elevation varies greatly in the County going from the highest elevation at Tassle Hill (1944 feet) down to the lowest elevation along the Mohawk River (270 feet). The length of the growing season in the County varies by elevation and ranges from 113-153 days. Oneida County's precipitation is influenced by its position relative to the Great Lakes; the County receives "lake effect" snows and rainfall events as weather patterns cross Lake Ontario. Average rainfall for Oneida County is 45 inches annually.

Oneida County is divided into seven land regions or physiographic areas. These seven regions are unique in terms of climate, relief, flora and fauna, and geological history. The accumulated effects of these differences result in diverse soil types, which support a variety of land uses. The soils of Oneida County are greatly influenced by the former presence of glaciers that blanketed much of what is now New York State. Soil type, productivity and structural properties play significant roles in the determination of land use development trends in Oneida County. A brief description of the seven regions follows:

**ONTARIO (ONEIDA) LAKE PLAIN:** The numerous soil types on the Ontario Lake Plain are derived from sedimentary bedrock including sandstone, siltstone, shale and limestone. Low topographic

relief produces a flat, plain-like appearance. The land is generally devoted to dairy farming. There are several large areas where acid sandy soils with a cover of brushy woods predominate. Poor drainage coupled with the difficulty of finding outlets are the chief limitations to productive agriculture. Grassland farming is recommended unless land is adequately drained. Less than 10% of the land in Oneida County is located within the Ontario Lake Plain. The major natural hazard of concern in this area is flooding. In addition, Sylvan Beach, located on the eastern shore of Oneida Lake is susceptible to major damage from lake ice pushed onto the shore from the prevailing westerly winds.

**ERIE-ONTARIO LOWLAND:** Approximately 25% of the land in Oneida County is located in the Erie-Ontario Lowland area. This area is an extension of the areas in the northwestern parts of New York that roughly parallel the Thruway from Buffalo. The soil types are derived from glacial till from high limestone content. In general, the land has low to moderate relief, north of Route 5 with potential for moderate erosion and wetter soils predominating. In the area south of Route 5, moderate relief and potential for moderate to severe erosion predominate. Many of the soils in this area are considered prime farmland.

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**APPALACHIAN PLATEAU:** This region covers almost one-half of New York State, including the southern tier from the Hudson River to Lake Erie. In Oneida County, the southernmost region is part of the Appalachian Plateau. The soil types are derived from glacial till from siltstone, sandstone, and shale. The area has moderate to high relief and may have moderate to severe erosion. This area is about 80% wooded with some tracts in state ownership. Some idle land is reverting back to woodland.

**BLACK RIVER - MOHAWK RIVER LOWLANDS:** Approximately 20% of the land in Oneida County is located within the Black River-Mohawk River Lowlands. The soils in this region are derived from glacial till from shale and some sandstone. Relief is moderate and erosion can be moderate to severe. This area has a higher snowfall than the areas south of the Mohawk River.

**TUGHILL PLATEAU:** The soils in the Tughill Plateau are derived from glacial till comprised of sandstone with some shale. The area has moderate relief and potential for moderate erosion. The soils are rolling and naturally acidic. The land is predominantly wooded but there are a few dairy farms located on the more productive soils in the area. This area is characterized by a measurably shorter growing season and higher snowfall than the areas south of the Mohawk River. Almost 20% of the land in Oneida County is located in the Tughill Plateau.

**ADIRONDACK FOOTHILLS:** In this portion of the County, ample evidence of past glaciation exists. As the glacier migrated from the Adirondacks carrying large granite boulders, it gouged and broke into the underlying limestone which left a soil material of both local and foreign origin, covered with glacial erratics which are sometimes several hundreds of tons. In the extreme northeastern portion of the County, at the edge of the Adirondack Park, the glacial soils have been modified by residual material from the underlying metamorphic rocks and by soil forming material from the same rocks. Soils in this region are derived from outwash and glacial till from crystalline metamorphic rock. These soils are naturally acidic. The southern part of the area is rolling with some large level areas which tend to be droughty. The northern part

of the area has higher relief with many swampy areas and lakes. This area is mostly wooded with some abandoned land and reforested state land, and is part of the State Forest Preserve. The frost-free growing season is measurably shorter than the southern part of the county and the region generally records a high snowfall. Approximately 10% of Oneida County's land base is located in the Adirondack Foothills.

**MOHAWK AND OTHER VALLEYS:** The soils in the valleys are derived from alluvial and outwash deposits derived from the rocks upstream. In the southern part of the county, the soils are derived from sandstone, shale and limestone. The highly productive soils in this portion of the County make it a natural fit for many farms. In the northern part of this province, the soils are derived from red and gray sandstone, with some limestone components at a depth of 3 to 6 feet. Small amounts of shale are sometimes present. Soils in the northern portion of this province can have shallow depths to bedrock and can be sporadically droughty. In addition, the productivity of these soils is hampered by a shorter growing season. The soils in the southern portion of this province tend to be more productive than their northern counterparts. Soils in the southern portion of this province also tend to be generated from alluvial deposits. Just over 12% of the County's land base is located in this province.

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The complexity of the soils in Oneida county, with over 200 mapped soil variants, combined with significant animal agriculture make it very important to regularly test soils to optimize crop production and maintain the quality of the environment.



### *Agricultural Land Use*

The US Department of Agriculture conducts a Census of Agriculture every five years, the most recent of which was in 2012. This Census data, which is available at [www.agcensus.usda.gov](http://www.agcensus.usda.gov), is the most comprehensive single source of data for agricultural land use in the US. However, participation in the Census of Agriculture is incomplete, and as shown elsewhere in this document the Census appears to substantially undercount actual farmland acres in Oneida County. Nonetheless, the Census provides a reasonable starting point for analysis of Oneida County's agricultural land use.

The 2012 Census identifies 205,106 acres in Oneida County as currently used for agriculture, or approximately 26.5% of Oneida County's total land acreage (775,442). This indicates a significant decline from historical levels; about 41% of the land base, or 319,806 acres were farmed in 1969. As discussed in *Appendix 1*, the overall decline in agricultural land use in the County correlates with an increasing concentration of the local farm sector on dairy production, and a simultaneous reduction of the role of grazing in modern dairy production practices. Pasturelands, which represented 17% of total agricultural land use in 1969, occupied only 5% of farmed lands in 2007.

Nonetheless, agriculture remains an essential driver of the county's economy, as discussed below; agriculture also provides a vital part of the identity of most towns and villages in the county. As shown in *Map 1 (All Farmed Parcels)* and *Table 1 (Agriculture by Municipality – Acres and Number of Parcels)* agricultural lands are distributed throughout the County.

Of the 26 Towns in the County, only one (Forestport) has less than 20% of its acreage devoted to farmland:

| <u>Percent of Town Farmed</u> | <u>Number of Towns</u> |
|-------------------------------|------------------------|
| 0 – 20%                       | 1                      |
| 20 – 40%                      | 10                     |
| 40 – 60%                      | 9                      |
| 60 – 80%                      | 6                      |

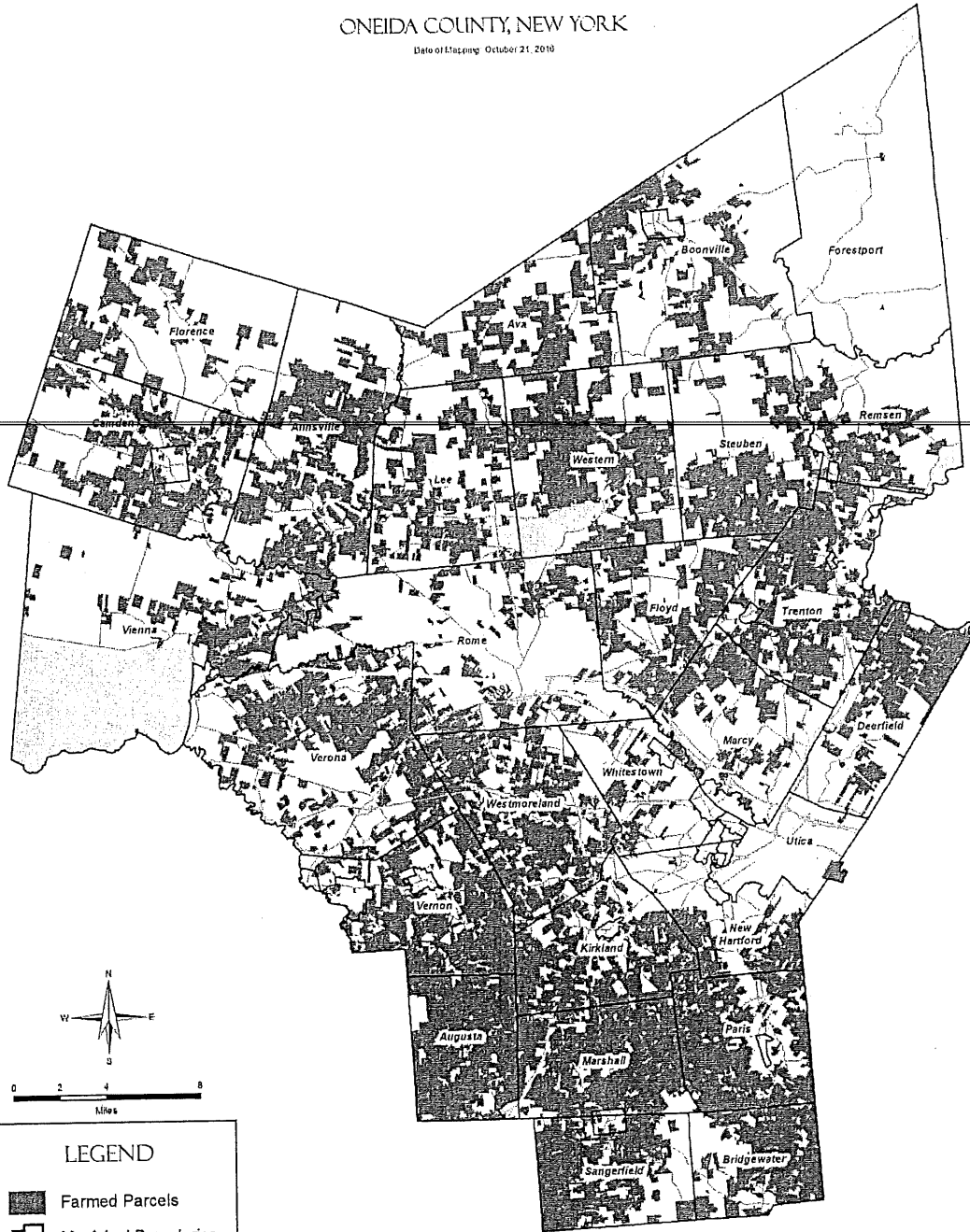
The ten Towns with the highest percentage of acreage devoted to agriculture are:

| <u>Town</u>  | <u>Percent farmed</u> | <u>Acreage farmed</u> |
|--------------|-----------------------|-----------------------|
| Augusta      | 83.1%                 | 14,477                |
| Marshall     | 79.0%                 | 16,431                |
| Paris        | 69.6%                 | 13,637                |
| Vernon       | 65.3%                 | 15,191                |
| Sangerfield  | 62.0%                 | 11,808                |
| Bridgewater  | 60.1%                 | 9,162                 |
| Kirkland     | 59.4%                 | 12,552                |
| Westmoreland | 58.2%                 | 16,085                |
| Trenton      | 52.6%                 | 14,224                |
| Western      | 52.5%                 | 17,142                |

# FARMED PARCELS

ONEIDA COUNTY, NEW YORK

Date of Mapping: October 21, 2010



**LEGEND**

- Farmed Parcels
- Municipal Boundaries
- Primary Roads
- Water

This data has been compiled for planning purposes and may not be reproduced or transferred for commercial purposes without the express written consent of the Oneida County Department of Planning and Economic Development. The data is provided for informational purposes only. The user assumes all responsibility for the accuracy and completeness of the data.

b. Agricultural Production and Agricultural Support Industries

*Oneida County's Agricultural Activity*

The 2012 Census of Agriculture counts 1,066 farms in Oneida County, of which more than half are very small to medium-sized farm businesses:

|                                            |       |     |
|--------------------------------------------|-------|-----|
| Gross sales less than \$10,000             | 552   | 52% |
| Gross sales between \$10,000 and \$100,000 | 283   | 27% |
| Gross sales greater than \$100,000         | 231   | 22% |
| Total number of farms:                     | 1,066 |     |

The Census attributes sales of \$113,189,000 to Oneida County's diverse agriculture sector. The largest components of the sector are milk, which contributed 53% of 2012 sales value, and commodity feed crops – grains, oilseeds, dry beans - which represented 21%. But the County's farmers also produced about \$3,524,000 in vegetable crops as well as \$1,736,000 in fruit crops. Included in these specialty crop production numbers are substantial acreages dedicated to green bean production for the fresh market as well as smaller acreages of operations selling direct from the farm (farmstands, U-pick), through farmers' markets, CSAs, and other direct channels, and to local wholesale outlets. Nursery and greenhouse operations contribute an additional \$5,488,000 to the County's agricultural production.

Oneida County is also home to a substantial livestock sector. The 2012 Census reports \$8,899,000 in cattle and calf sales, a number which includes both dairy and beef breed sales; and an additional \$1,620,000 in other livestock sales - poultry and eggs, hogs, sheep and goats and their products. The Census also reports equine sales of \$239,000

Smaller, but significant contributors to Oneida County's agricultural sector include Christmas trees; maple syrup and honey production.

*Agriculture-Related Support Businesses*

A repeated theme of the public input collected in the process of developing this Plan is that Oneida County has the good fortune of retaining a strong and diverse network of agriculture-related support businesses. The presence of these businesses is essential to the continued opportunity for agriculture in the County, and also serves to multiply the economic benefits of agriculture by keeping farm dollars circulating locally.

Located throughout the County and in nearby neighboring locations, these include animal feed suppliers; auction services; dairy cooperatives and processors; seed and agricultural chemical suppliers; dairy equipment suppliers; equipment dealers; fencing contractors; insurance agents specializing in farm insurance; slaughter facilities; veterinarians; and more.

*Included as an Appendix to this plan is a directory of local agriculture support businesses.*

*Agriculture Economic Trends*

Agriculture in Oneida County has for many years been subject to the impact of long-term trends toward increasing consolidation and specialization in agricultural markets. The need to

compete in an increasingly global, and increasingly volatile, market for agricultural commodities has pressured Oneida County farmers to achieve economies of scale and emphasize cost control. As a result, Oneida County farms are fewer in number, larger on average, and less diversified than was historically the case. Even as it adapts, though, Oneida County's agriculture industry has faced significant headwinds in a globalized market given its relatively challenging topography and climate.

More recently, however, market tendencies have emerged that run counter to these long-term trends and seem to offer opportunities in the coming years for Oneida County farmers to benefit increasingly from the specific competitive advantages of their location. Consumers are increasingly seeking out and willing to pay for local food products as well as for products with unique and place-based characteristics. Responding to this consumer demand, farmers and local communities are developing new marketing avenues, including farmers' markets, CSA's and other direct-to-consumer sales channels. During the growing season, Oneida County now boasts at least one farmers' market every day of the week; and several farmers' markets in the Mohawk Valley now continue throughout the year, offering new market outlets for storage vegetables, meats, cheeses, honey and maple syrup, and a variety of value-added food products.

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The government of Oneida County has actively encouraged the development of these new market opportunities, having sought and received federal support and invested local funds to launch in 2012 the Oneida County Public Market at the historic Union Station in downtown Utica and to support its growth in the ensuing years. The Oneida County Public Market has been named one of the "Best 101 Farmers Markets in America" by the Daily Meal website for four years running. In addition to the County government, several municipalities and community organizations have recognized the value of supporting local farmers by encouraging the development of new farmers' markets. See Appendix 3: Directory of Oneida County Farmers' Markets.

In addition to direct marketing of farm products, the same consumer trends hold out the promise of increased sales of Oneida County farm products to local institutions including schools, colleges, medical facilities, and senior centers. Cornell Cooperative Extension of Oneida County has been a leader in helping farmers develop profitable business approaches to these new market opportunities for a number of years, including through its role in launching the Upstate New York Growers & Packers Cooperative; and through its Farm to School initiative, supported by the Community Foundation of Herkimer and Oneida Counties and in partnership with the Waterville Central School District and Oneida-Herkimer-Madison BOCES. Most recently, Cornell Cooperative Extension of Oneida County wrote a successful grant proposal for funding from New York State's Department of Agriculture and Markets which will allow CCEOC to hire staff to work specifically on developing the supply side of the Farm to School effort in the Mohawk Valley. Cornell Cooperative Extension of Oneida County has also been on the leading edge in connecting local farmers with premium market opportunities that have emerged as a result of a variety of trends, including the "meal-kit" trend represented by Blue Apron and others, as well as the potential for exporting unique New York products to distant markets such as China.

In addition to these emerging food market opportunities, other trends that may represent alternatives for the future of Oneida County agriculture include the production of bioenergy crops and the production of ingredients for the burgeoning craft beverage industry.

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### c. Local Land Use Policies

#### *An Inventory and Audit of Municipal Policies Affecting Agriculture*

In New York State, a municipal comprehensive plan is the foundation for local land use regulation, and is important because it also establishes the vision a municipality has for itself and the policies and strategies to be undertaken to achieve that vision. Land use regulation, including zoning, should flow from the plan, and should be designed to meet the community objectives developed through the planning process. Both the plan and land use regulations can affect agriculture in a variety of both positive and negative ways. Zoning can create opportunities for agriculture; it can also create undue and sometimes unintentional barriers to farming practices. Land use regulations, including zoning, may explicitly prohibit certain farm activities, allow for others; they may also introduce confusion when they fail to effectively address a topic.

An overarching goal of this *Agricultural and Farmland Protection Plan* is to sustain and increase the capacity of agricultural operations and related businesses to contribute to the local economy and quality of life in the region. Understanding barriers to agricultural viability related to land use regulations is a first step to making recommendations for improvement. An additional goal of this Plan is to help communities in Oneida County be farm-friendly. The audit described in this section identifies both challenges and opportunities to agriculture that arise as a result of the various land use regulatory programs in the County.

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How can land use regulations place challenges and barriers to farming? Zoning laws sometimes regulate where and how farms can operate, and what review processes a farmer may be required to undertake. Zoning also identifies whether a farm use is permitted as of right (with no further planning board review), or if a more involved review process such as a site plan or special use permit approval is required. Some zoning laws go beyond even these requirements and regulate setbacks, height, the minimum number of acres required to be considered a farm, or regulate the number of animals a farmer may have. Zoning sometimes can place barriers that can't be overcome so in essence, farms are 'zoned out' of an area.

Choices made by local communities in their zoning can affect land values; make farm expansion or start-ups difficult; contribute to land use conflicts; and even hasten conversion of farmland to other uses. When local laws restrict agricultural uses, a sense of impermanence for farming can develop. That feeling of impermanence can in turn, foster disinvestment in farm operations and ultimately lead to sale of the land for development. This effect, coupled with non-farm growth pressures such as residential and commercial development, can make selling land for non-farm development appealing. As such, understanding the regulatory climate in the County is an important aspect of agriculture and farmland protection planning.

Understanding the regulatory climate is also important in light of Agriculture and Markets Law 25-aa. In New York State, the Agricultural Districts Law (25-aa) establishes agricultural districts where farmers receive protection against local laws that unreasonably restrict farm operations as well as "right-to-farm" protection from private nuisance claims. Agricultural Districts support

a favorable operating environment for farms. Protections that flow from 25-aa include regulations that protect farmers against local laws that unreasonably restrict farm operations. This audit was completed, in part to understand the local land use regulatory environment - how local governments approach farming in Oneida County – and also to offer suggestions as may be needed for improvement.

To accomplish this, comprehensive plans and land use regulations were evaluated. Four towns (Paris, Westmoreland, Camden and Trenton) were evaluated in detail as representation of different locations and conditions in the County. The results for each of these communities are offered below to point out strengths and weaknesses. The audit is not a criticism of any local law or plans, but simply a mechanism to point out ways local land use regulations work with, or present challenges to, agriculture.

In addition to the detailed review of these four towns, an inventory of plans and zoning laws was done for the entire county. Further, general observations of the state of farm-friendliness in Oneida County are also offered below. The results of this review are further translated into recommendations that could be made locally to improve the farm-friendliness of plans and zoning laws. These recommendations are also informed by guidance offered by the New York State Department of Agriculture and Markets through their “Guidelines for Review of Local Zoning and Planning Laws” ([www.agriculture.ny.gov/AP/agsservices/guidancedocuments/305-aZoningGuidelines.pdf](http://www.agriculture.ny.gov/AP/agsservices/guidancedocuments/305-aZoningGuidelines.pdf)) and “Local Laws and Agricultural Districts: Guidance for Local Governments and Farmers” ([www.agriculture.ny.gov/AP/agsservices/new305/guidance.pdf](http://www.agriculture.ny.gov/AP/agsservices/new305/guidance.pdf)).

*Farm-Friendly Criteria Used in the Review*  
(see separate document)

*Four Town Zoning and Land Use Law Audit*  
(see separate document)

Planning and land use tools in place - Oneida County Towns, 2016

| Town             | Planning Board | Comprehensive Plan | Zoning Ord. | Subdivision Regulations | Site Plan Review | Wind Energy | Telecommunication | Sign Ord.      | Available Online |
|------------------|----------------|--------------------|-------------|-------------------------|------------------|-------------|-------------------|----------------|------------------|
| ANNSVILLE        | Y              | N                  | N           | Y                       | N                | N           | N                 | N              | N                |
| AUGUSTA          | Y              | Y(1972)            | 1989        | N                       | Y <sup>1</sup>   | Y           | N                 | Y <sup>1</sup> | N                |
| AVA              | Y              | Y(1988)            | 1997        | Y                       | Y <sup>1</sup>   | N           | N                 | N              | Y                |
| BOONVILLE(T)     | Y              | Y(2010)            | 2012        | Y                       | Y <sup>1</sup>   | N           | N                 | Y <sup>1</sup> | N                |
| BRIDGEWATER(T)   | Y              | Y(1994)            | 1995        | Y                       | Y <sup>1</sup>   | *           | Y                 | Y <sup>1</sup> | Y                |
| CAMDEN(T)        | Y              | Y                  | 1992        | Y                       | Y <sup>1</sup>   | N           | N                 | N              | N                |
| DEERFIELD        | Y              | Y(1993)            | 2004        | Y                       | Y <sup>1</sup>   | *           | Y <sup>1</sup>    | Y <sup>1</sup> | Y                |
| FLORENCE         | Y              | N                  | 2013        | Y                       | Y <sup>1</sup>   | N           | N                 | Y <sup>1</sup> | N                |
| FLOYD            | Y              | Y(1993)            | 2008        | Y                       | Y                | N           | N*                | N              | N                |
| FORESTPORT       | Y              | Y(2004)            | N           | Y                       | Y                | N           | N                 | N              | Y                |
| KIRKLAND         | Y              | Y(1993)            | 1999        | Y                       | Y <sup>1</sup>   | Y           | Y                 | Y <sup>1</sup> | Y                |
| LEE              | Y              | Y(1968)            | 2008        | Y                       | Y <sup>1</sup>   | Y           | Y                 | Y <sup>1</sup> | Y                |
| MARCY            | Y              | Y(2016)            | 2016        | Y                       | Y <sup>1</sup>   | N           | Y <sup>1</sup>    | Y <sup>1</sup> | Y                |
| MARSHALL         | Y              | Y(2013)            | 2002        | Y                       | Y <sup>1</sup>   | Y           | N                 | Y <sup>1</sup> | Y                |
| NEW HARTFORD (T) | Y              | Y(2014)            | 2014        | Y                       | Y <sup>1</sup>   | Y           | Y                 | Y <sup>1</sup> | Y                |
| PARIS            | Y              | Y(2014)            | 2013        | Y                       | Y <sup>1</sup>   | Y*          | Y                 | Y <sup>1</sup> | Y                |
| REMSEN (T)       | Y              | N                  | N           | Y                       | N                | N           | N                 | N              | Y                |
| SANGERFIELD      | N              | Y(2015)            | 1980        | N                       | Y <sup>1</sup>   | *           | N                 | N              | Y                |
| STEUBEN          | Y              | N                  | N           | N                       | N                | N           | Y                 | N              | Y                |
| TRENTON          | Y              | Y(1997)            | 2009        | Y                       | Y                | N           | Y                 | Y              | Y                |
| VERNON (T)       | Y              | Y(2005)            | 2007        | Y                       | Y <sup>1</sup>   | Y           | Y                 | Y <sup>1</sup> | Y                |
| VERONA           | Y              | Y(1996)            | 2011        | Y                       | Y <sup>1</sup>   | *           | N                 | Y <sup>1</sup> | N                |
| VIENNA           | Y              | Y(2007)            | 2016        | Y                       | Y <sup>1</sup>   | *           | N                 | Y <sup>1</sup> | Y                |
| WESTERN          | Y              | N                  | 1974        | Y                       | Y <sup>1</sup>   | N           | N                 | Y <sup>1</sup> | N                |
| WESTMORELAND     | Y              | Y(2009)            | 2010        | N                       | Y                | *           | N                 | Y <sup>1</sup> | Y                |
| WHITESTOWN       | Y              | Y(1997)            | 1999        | Y                       | Y <sup>1</sup>   | N           | Y                 | Y <sup>1</sup> | Y                |

<sup>1</sup> Regulations included in zoning ordinance.

\* Updating or adoption pending



### *Observations on Local Land Use Policies in Oneida County Towns*

All the towns that have comprehensive plans address agriculture in some way in their plans. Many incorporated input from the public about the critical role agriculture plays in their community. Public comments showed a high level of support for agriculture. The level of importance of agriculture, even in very old plans, is evidenced by the fact that most plans have goals and strategies directed to maintain agriculture. However, many plans are quite old and out of date, are no longer based on current land use patterns and information, nor do they address the changing nature of agriculture and its role in local communities. While soil conditions have not changed, land uses, roads, infrastructure, and farming itself have changed quite a lot over the past 40 years, and most plans don't reflect this.

More effort needs to be put into updating comprehensive plans. Eleven plans were written before 2000, with some as far back as the 1960s. Four were written between 2000 and 2010, and six were completed since 2010. There are five towns with no plan at all: of those, three have neither plan nor zoning – and all of these towns have agricultural activity within them. About 71% of towns in Oneida County have out-of-date comprehensive plans.

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Zoning and comprehensive plans should be consistent with each other. Five towns have an old plan but newer zoning, and four towns have a new plan but have not yet updated their zoning. Overall, the comprehensive plans establish an important role for agricultural land uses, but zoning is not as encouraging of those land uses. Without strong purpose statements establishing an important role of land use regulation to protect and encourage farms, agriculture often seems to be treated as an afterthought in the regulatory policies. Where a town has, and wants to continue farming, the zoning law should position agriculture front and center as a primary and desired land use.

Zoning regulations should be reviewed to ensure they are up-to-date to address changes in state authorizing rules (such as time frames and Planning Board and Zoning Board of Appeals voting requirements) and new topics that now have more chance of needing to be addressed or that affect farms such as agri-tourism, breweries/distilleries, solar farms, use of ag buffers, use of conservation subdivision or other modern residential subdivision techniques. Overall, eight towns have very old zoning (adopted before 2000), 7 have old zoning (between 2000 and 2010) and seven have new zoning laws (after 2010).

Most towns have subdivision laws, but three do not. Without such regulations, land development for residential development is not reviewed for any impact on the community, roads, the environment or agriculture. Without a subdivision law, there is no mechanism for input, for evaluating potential conflicts with agriculture, or limiting fragmentation of farmland. Few of the plans include data, maps and specific information in their resource sections showing the current state of agriculture. Mapping of soils and NYS Agricultural Districts is sporadic, although more common in the newer plans. Basic mapping to help municipalities adequately plan for agricultural land uses should include those that identify land use, which parcels receive agricultural assessments, natural resources that influence farming such as topography and wetlands, locations of water and sewer infrastructure, and locations where non-farm development has taken place. Some communities find it helpful to also map viewsheds that

farms may contribute to, locations of farmers markets, farm stands, and agri-tourism operations.

Newer plans are more detailed and assertive about the role agriculture plays. There is much variation in the farm-friendliness of zoning laws in Oneida County communities. Some have strong farm-friendly aspects, while many are silent in their treatment of agricultural uses, or in establishing development policies that help non-farm uses co-exist with agricultural operations.

Most of the regulations found in the County do not include specific land use tools such as conservation subdivision, use of agricultural buffers, or modified site plan review to facilitate new agricultural uses. Few provide any guidance for site layout or development standards that serve to direct new non-farm building to locations that would still allow for agriculture to take place.

While most of the laws allow agriculture as a permitted use without any kind of review, many laws do require site plan review for animal agriculture, or place barriers by narrowly defining what a farm is based on acreage or gross income.

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Agriculture can be highly impacted by new non-farm uses that go in near or adjacent to a farm operation. One mechanism to help local communities understand impacts on agriculture is through use of the Agricultural Data Statement. Long-required by AML 25-aa, but often not used, the Ag Data Statement ensures that adjacent farmers are aware of a project in the Ag District and have the opportunity to offer input. Development processes that require applicants to provide the reviewing board information on where and what type of farming might be nearby and whether the parcel is in a NYS Agricultural District can ensure that the reviewing board has the information needed to fully evaluate a proposal's impact on agriculture. Only a few towns specifically require completion of an Ag Data Statement as part of a review application, and thus the opportunity to fully evaluate impacts are hampered by lack of information.

Very few towns ask for any information about agriculture on their site plan or special use permit applications. That means that the Planning Board has no information about ag uses, ag soils, ag districts, or other nearby ag activities that they would need to pay attention to. This is especially important when a project is reviewed that is in or within 500 feet of a NY ag district and leaves the Board without good information upon which to determine if there are any impacts to agriculture. These requirements should be added into zoning and subdivision review processes.

Although limitation of farms by number of allowed animals is rare in Oneida County, limitation of farms by acreage is quite common and is not generally considered a farm-friendly practice. These days, many farms require growing, processing and selling of their products as part of their farm businesses. As such, they often have multiple businesses on the farm property and a farm-friendly zoning law would allow for this. None of the zoning reviewed clearly articulated whether multiple uses on one farm were allowed or not, although in some it could be inferred

that these other uses might be accessory uses to the farm. All the laws could be strengthened by clarifying and expanding allowance for this type of farm operation. Zoning would be strengthened to promote farming if they outlined exactly how multiple aspects of farming, farm processing, and farm selling are handled.

Most of the Town laws in Oneida County are silent about food processing and slaughterhouses. This should be addressed as a critical component of farming and farm infrastructure. Food processing and small slaughterhouses can be uses that can fit into light industrial zones, and some consideration should be given as well for on-farm processing.

None of the laws require new residential uses to provide their own setback or buffer when adjacent to a farm. Farm buffers should be evaluated and included in zoning laws to minimize farm and non-farmer conflicts.

Some laws allow for clustering that would result in preservation of open space. However, these are oriented to preserving undeveloped or unused open spaces, rather than for active agriculture. ~~Conservation subdivisions that allow or are oriented to farmland protection should be included in the land use tool boxes of Oneida County towns.~~

Overall, ag-related definitions are inconsistent. Some use the State definition which offers flexibility and many years of known interpretation, but others do not. Often a basic definition is included but may not be consistent with NYS DAM guidance. Definitions of agriculture that include acreage limitations may be considered overly restrictive, especially when a farm is in a NYS Ag District. For more information on farm definitions, see also [www.agriculture.ny.gov/AP/agservices/guidancedocuments/AgGuideline-FarmOperation.pdf](http://www.agriculture.ny.gov/AP/agservices/guidancedocuments/AgGuideline-FarmOperation.pdf) Silos and other farm buildings are exempt from height requirements in some of the Towns but not in others. Farm structures should be exempt from height requirements.

Several Towns have regulations relating to wind mills and solar panels; however none discuss that wind mills and solar panels used to power a farm are considered by New York State to be part of that farm operation. The State does recognize that some review through a modified site plan process would be appropriate though.

*Recommendations to Improve Local Planning for Agriculture in Oneida County*

- Promote development of new or updated comprehensive plans. Plans should include basic data on the number and types of farms in the municipality, where they are operated, and acreage in farmland. Maps should include soils, location of agricultural districts, farmed parcels, and parcels that receive an agricultural assessment, viewsheds, natural resources, locations of water and sewer infrastructure, and locations where non-farm development has taken place. Some communities find it helpful to also map locations of farmers markets, farm stands, and agri-tourism operations. Public input should be collected to gauge public interest in farms and farmland and to identify future desires and direction for farming in the community. Assuming agriculture remains an important land use, the plan should offer strategies and actions the Town could take to ensure agriculture remains sustainable.
  - After plans are updated or developed, the Town should work diligently to translate the plan's direction into land use policies and regulations so that plans and laws are consistent. Only a few Towns in Oneida County with up-to-date plans have also updated their regulations to reflect those policies.
- 
- The County can assist in improving farm-friendliness of Town policies by:
    - Providing towns with maps of prime farmland soils, soils of statewide importance, and agricultural districts when they are writing or updating a plan.
    - Providing other data from the Ag Census, US Census, and other sources to provide them with a snapshot of the quantity (acres, farms, parcels, volume) of agricultural activities taking place in the community.
    - Providing sample goals related to promoting and strengthening agriculture that they could consider.
    - Providing a toolbox of options and strategies that towns could consider including in their local plan.
    - Providing a set of agriculturally related definitions that could be used in local laws.
    - Providing language for a modified site plan review to be used when the municipality feels it critical to review certain farm operations such as livestock operations that maybe located near streams or wetlands instead of a special use or conditional use permit process. See discussion of modified site plan review in [www.agriculture.ny.gov/AP/agsservices/guidancedocuments/305-aZoningGuidelines.pdf](http://www.agriculture.ny.gov/AP/agsservices/guidancedocuments/305-aZoningGuidelines.pdf)
    - Provide training and informational materials to towns to show the benefits of agriculture in the community.

## PART 3: PUBLIC INPUT and ANALYSIS

### SWOT Analysis and Public Survey

The Task Force responsible for developing this updated Agriculture and Farmland Protection Plan for Oneida County organized a series of three public meetings at locations distributed around the County in October and November 2016. The format for each of the meetings was:

1. A presentation about the purpose of the Agriculture and Farmland Protection Plan; the history of such planning in Oneida County; and a description of the process being undertaken for this update.
2. A review of relevant data and maps that have been developed in support of this update.
3. A facilitated discussion of strengths and weaknesses (internal) as well as opportunities and threats (external) that characterize Oneida County agriculture and should guide planning for the future.

More than 30 members of the public participated in these meetings, and the results of their participation are reflected in the SWOT Analysis summary that follows.

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The Task Force also fielded, in October through December, a survey designed to identify the particular perspectives of (1) farmers; (2) non-farming landowners; (3) municipal officials; and (4) other members of the public with an interest in agriculture and farmland protection. The survey was made available both in hard copy and online via Cornell's Qualtrics facility, and 124 surveys were completed. The survey instrument, and a summary of the results of the survey, are included as attachments to this Plan.

Highlights of the survey results include:

Farmer participation: A diverse group of 38 farmers from across the County completed the survey, with the largest proportion being dairy farmers but also including field crop and fruit and vegetable growers, livestock producers, and others. Most of the farmer participants farm more than 100 acres, but we also heard from farmers with smaller operations. All of the respondents indicated that they had been farming for at least ten years at their current location. Farm respondents indicated high levels of participation in multiple programs designed to support agriculture, with especially high participation in the Ag District Program and the Ag Value Assessment Program, but also significant participation in the Conservation Stewardship Program (CSP) and Environmental Quality Improvement Program (EQIP). It may be noteworthy that only 4 respondents indicated that they participate in the Agricultural Environmental Management (AEM) Program, a voluntary New York State program through which "farmers can document their environmental stewardship and contribute to a positive image of agriculture in their communities" ([www.nys-soilandwater.org/aem](http://www.nys-soilandwater.org/aem)). A significant number of respondents (80%) acknowledged that farming does not provide all of the family's income; however, for most respondents (60%) the farm provides at least half of the family's income, and in fact for almost a quarter of respondents the farm supports more than one household.

Landowners (non-farmers) participation: Twelve survey respondents identified themselves as non-farming landowners. Most of these respondents own at least ten acres that are currently farmed, with five owning more than 100 acres; most of the land involved is used for crop production. It is worth noting that just less than half of these landowners have a written agreement with the farmer who uses their land, which may raise some concern as to the long-term continuation of these relationships.

Both farmer and non-farming landowner respondents were asked if they expect that their land will continue to be available for farming in ten years, and in general they were optimistic that it would be, with most saying that all of their land would continue to be available; a minority (17.5%) saying that “some” would likely be converted to commercial or residential use; but none saying they expect all of their farmland to be converted.

Municipal official participation: In recognition of the important role that municipalities play in the future of agriculture, the survey was mailed to about 200 municipal officials, and 48 responses were received from officials across the County representing a variety of roles; the largest groups of respondents were Board members, Planning Board members, Supervisors, and Clerks. The survey asked these respondents to identify policies that their municipalities had adopted to support agriculture, and by far the most frequent response (24 respondents) was that they had adopted zoning districts in which agriculture is the primary use. A smaller number (five) indicated that their municipality had adopted a municipal farmland protection plan, suggesting some confusion since there are no existing municipal level farmland protection plans in the County at this time. Municipal officials identified a variety of agriculture-related issues that they have dealt with recently, especially interpretation issues, including the definition of a “farm” and difficulties in understanding the relationship between Agricultural Zoning vs. New York State Ag Districts. Respondents also indicated their municipalities are dealing to some extent with farmer/neighbor conflicts; road/traffic issues; questions of the relationship of solar developments to agricultural uses; and environmental issues. Municipal respondents were asked whether local boards include members from the agricultural community; according to these respondents, more than half of Town Boards (and almost half of Zoning Boards of Appeals) do not include an agricultural representative; but most Planning Boards do have at least one person from the agriculture sector. Municipal respondents were asked which of various agriculture-related information resources they found most useful; while they use a variety of resources, the Oneida County Planning Department and Soil & Water Conservation District resources appear to be most valued. Finally, these municipal officials were asked to identify agriculture-related topics for which they are seeking more information; Agriculture Districts; Ag-Friendly Zoning; Conservation Subdivision/Cluster Development; Conservation Easements; Land Trusts; and Ag Value Assessments all were identified as topics of interest by at least ten respondents.

All respondents: All survey participants were asked about their perception of support for agriculture; across the board, respondents identified high levels of support among the local population and at local government, with a decline in the perception of supportiveness at higher levels of government. As for what government programs are important for the protection of agriculture, respondents identified local policies (e.g. zoning); New York’s

Agricultural Districts Program and Ag Value Assessment Program; state and federal grant and loan programs; agricultural education programs including Cornell Cooperative Extension; and local economic development programs as especially important. They also wrote in support for the importance of school-based programs including FFA. New York State's Purchase of Development Rights (PDR) program was not identified as especially important, perhaps reflecting a lack of local experience with this program as noted elsewhere in this document. Respondents were also asked to identify potential government policies and programs that could serve to support agriculture; highest-scoring in these responses was a County Comprehensive Plan; there was also support for a revolving loan fund for agriculture. It's worth noting that for each response option for this "potential policy" question there were significant numbers of respondents indicating a lack of familiarity with the option, suggesting a need for further development and public discussion of policy options.

Finally, all survey respondents were asked to identify threats and opportunities faced by Oneida County agriculture. (Responses to these questions are summarized in the Appendices.)

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Threats: The threats to agriculture in Oneida County (i.e., external conditions that may over time threaten the viability of the sector) that raise the greatest concern among respondents include business conditions that may be difficult to resolve through local policy actions, such as *price volatility* and *state and federal regulatory burdens*. Other threats may be reflective of broader social and economic issues, but may be at least partially susceptible to local actions; these threats would include *high costs of doing business*, *rising cost of farmland*, *high property taxes*, *insufficient availability of labor*. Finally, some of the identified threats, though less highly ranked, are significantly affected by local actions and are worthy of special attention by local governments; these would include the threats of *residential and commercial development pressure*, *development of solar "farms"*, *farmer/neighbor conflicts*, and the *burden of local regulations*.

Opportunities: The most highly-ranked opportunity identified by respondents is *increased productivity and cost-efficiency on farms*, which should encourage a continued commitment to support agricultural educational programs such as traditionally offered by Cornell Cooperative Extension and other agricultural agencies as well as FFA and BOCES. The *competitive advantage of Oneida County's geographical location*, especially in regard to climate and water resources, is also recognized as an opportunity and should encourage local policy makers to plan for the continuation and potential growth of agriculture in the County. Some non-traditional or emerging opportunities were also ranked highly by the respondents, including *selling direct to consumers (farmers' markets, CSAs, etc.)*; *new opportunities for value-added processing*; and *new entrants into agriculture (veterans, refugees, millennials, Amish etc.)*

# SWOT Analysis Summary

## ONEIDA COUNTY AGRICULTURE AND FARMLAND PROTECTION PLANNING SWOT ANALYSIS

### ANALYSIS OBJECTIVES

Identify the internal factors – strengths and weaknesses – that affect agriculture in Oneida County; identify areas of opportunity that can be developed, and threats that should be anticipated and protected against. This analysis provides the basis for identifying a variety of goals and actions that over time, can build on the strengths, take advantage of the opportunities, address weaknesses, and work to prevent the threats.

### INTERNAL FACTORS

| STRENGTHS (+)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | WEAKNESSES (-)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Strong support system of products and services<br/>                     Good local agricultural business infrastructure<br/>                     Good transportation system<br/>                     Climate/Adequate rainfall/Available water<br/>                     Proximity to major urban markets and population centers<br/>                     Long history of agriculture<br/>                     Diverse agriculture sector<br/>                     Good at production, with special strength in dairy<br/>                     Supportive local policy: Ag District, ag assessment, conservation policies<br/>                     NYS is a farm friendly state<br/>                     Reasonably priced farmland<br/>                     Successful ag outreach events (Farm Fest)<br/>                     Good direct market venues such as farmers' markets<br/>                     Good agritourism resources – farmstands, craft beverages – and programs to support for them<br/>                     Strong farm education programs (Cornell Cooperative Extension, FFA, BOCES, etc.)<br/>                     Effective Ag Economic Development program<br/>                     Farmers support each other</p> | <p>Marketing<br/>                     High property taxes<br/>                     Lack of knowledge about how to access grant funding, especially for existing farmers<br/>                     Barriers to entry for new farmers (financial, access to land, cost of equipment, operating costs)<br/>                     Volatility of commodity markets<br/>                     Insufficient local processing capacity (meat, fruit/veg, dairy)<br/>                     Labor regulations/cost of labor<br/>                     Operating regulations<br/>                     Insufficient transportation available for labor<br/>                     Distressed transportation infrastructure<br/>                     Established farmers need assistance<br/>                     Farmers aging<br/>                     Cost of doing business is high in New York<br/>                     Too many regulations<br/>                     Public perception of farmers</p> |

### EXTERNAL FACTORS

| OPPORTUNITIES (+)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | THREATS (-)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Urban consumers close by<br/>                     Availability of grant funding to support agriculture development<br/>                     Marketing to diverse immigrant populations<br/>                     Farm to school<br/>                     Farm to other institutions<br/>                     Local immigrant labor force<br/>                     Buy local trend<br/>                     Niche markets including organic, antibiotic-free, etc.<br/>                     New opportunities for small farms<br/>                     Growth in the craft beverage sector – need for agricultural inputs (hops, barley)<br/>                     Growth in equine sector<br/>                     Agritourism<br/>                     Increased automation allowing more efficient production</p> | <p>Competition for agricultural land from residential and commercial uses when nanotech and related industry developments arrive<br/>                     Potential for conflict between agriculture and urban/suburban neighbors<br/>                     Potential for issues with farm machinery traveling on roads<br/>                     Price volatility<br/>                     Potential change in availability of migrant labor/loss of labor force<br/>                     Excessive regulations - esp. EPA<br/>                     Farmers aging<br/>                     Potential decrease in availability of ag support services – e.g., large animal vets<br/>                     Public perception of farmers<br/>                     Labor<br/>                     Farm loans<br/>                     FSA/Farm Credit<br/>                     Industry consolidation<br/>                     Automation/mechanization increases cost of entry into agriculture</p> |



## Priority Farmlands

Article 25AAA of the New York State Agriculture and Markets Law (Circular 1500 of 2006) provides for the promotion of local initiatives for agricultural and farmland protection, and further states that:

“County agricultural and farmland protection boards may develop plans, in cooperation with the local soil and water conservation district and soil conservation service, which shall include, but not be limited to:

- the location of any land or areas proposed to be protected;
  - an analysis of the following factors concerning any areas and lands proposed to be protected:
    - i. value to the agricultural economy of the county;
    - ii. open space value;
    - iii. consequences of possible conversion; and
    - iv. level of conversion pressure on the lands or areas proposed to be protected”
- 

One of New York State's principal relevant funding initiatives, the Farmland Protection Implementation Grants (FPIG) program, provides for the Purchase of Development Rights (PDR) from farm landowners on a voluntary basis as a means of permanently preserving farmland. This competitive grant program utilizes a project scoring system that emphasizes, among other factors:

- the agricultural value and viability of the land to be protected;
- evidence of development pressure;
- evidence that the land serves as a buffer for a significant natural public resource; and, importantly,
- *evidence that the land proposed to be preserved is consistent with an existing agricultural and farmland protection plan and, preferably, that it is located within a mapped area designated as a priority for protection.*

In response to these requirements and incentives at the state level, recent County agriculture and farmland protection plans adopted across the state have included in various forms a description of a process for identifying priority farmland for protection, and a map showing the location of farmlands thus identified. Oneida County's existing Agriculture and Farmland Protection Plan, adopted in 2000, did not include any such identification of priority farmlands, which is one of the reasons why the current update is important.

Following is a description of the methodology utilized in the development of this plan for the identification of priority farmlands for protection.

## Identification of All Farmed Parcels:

To state the obvious, a first step toward identifying priority farmland for protection is the identification of all farmed parcels in the County. One might assume that this would be a simple process, but in fact there is no single source for this information. It's worth noting that in this regard, Oneida County is in the same situation as other counties in New York State that have gone through this process.

In order to develop a complete database of farmed parcels in Oneida County for this plan, four data sources were utilized:

- Real Property Classification Codes (from Oneida County Office of Real Property Services): Parcels classified in the 100 (Agricultural) code range as well as parcels classified with the 241 ("Primary residential, also used in agricultural production") code
- Parcels receiving the Agricultural Value Assessment (from Oneida County's Office of Real Property Services)
- Parcels enrolled in a New York State recognized Agricultural District (from Oneida County's Planning Department)
- Parcels NOT listed as agricultural in any of the datasets listed above but verified as farmed during a recent inspection of aerial photosets by a CCE intern who identified those parcels with assistance from Oneida County's Planning Department

All farmed parcels thus identified are shown on Map 1 ("All Farmed Parcels").

## Mapping of Prime Farmland Soils and Farmland Soils of Statewide Significance:

The *US Department of Agriculture's Natural Resources Conservation Services* provides map information<sup>1</sup> for what it designates as *prime farmland*, defined as "...land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops, and is also available for these uses (the land could be cropland, pastureland, rangeland, forest land, or other land, but not urban built-up land or water). It has the soil quality, growing season, and moisture supply needed to economically produce sustained high yields of crops when treated and managed, including water management, according to acceptable farming methods. In general, prime farmlands have an adequate and dependable water supply from precipitation or irrigation, a favorable temperature and growing season, acceptable acidity or alkalinity, acceptable salt and sodium content, and few or no rocks. They are permeable to water and air. Prime farmlands are not excessively erodible or saturated with water for a long period of time, and they either do not flood frequently or are protected from flooding."

In addition, consistent with Federal guidelines, New York State has designated *farmland of statewide significance*, defined as: "Land in addition to prime and unique farmlands that is of

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<sup>1</sup> National Soil Survey Handbook, [soils.usda.gov/technical/handbook](https://soils.usda.gov/technical/handbook)

statewide importance for the production of food, feed, fiber, forage, and oil seed crops. Criteria for defining and delineating this land are to be determined by the appropriate state agency or agencies. Generally, additional farmlands of statewide importance include those that are nearly prime farmland and that economically produce high yields of crops when treated and managed according to acceptable farming methods. Some may produce as high a yield as prime farmlands if conditions are favorable. In some states, additional farmlands of statewide importance may include tracts of land that have been designated for agriculture by state law.”

As shown in Map 2 (“Prime Farmland Soils and Farmland Soils of Statewide Significance”), these valuable farmland soils are widely distributed throughout Oneida County; and more than 56% of the total acreage of Oneida County is identified in one of these two categories of valuable farmland (prime soils 26.9%; soils of statewide significance 29.7%).

It’s important to note, however, that much viable agriculture in Oneida County takes place on soils that are not identified as “prime” or of “statewide significance”. In light of that it would be inappropriate to limit any prioritization of farmlands for protection solely to those highlighted locations.

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### **Development Pressure**

As noted above, a key consideration in the allocation of the limited farmland protection resources is the identification of locations where the pressure to convert farmland to non-farm uses is likely to be highest. Key indicators of such pressure include recent residential development patterns, as shown in Map 3 (“Residential Development Patterns 2000-2016”) and the presence of water and sewer infrastructure (Map 4, “Water and Sewer Infrastructure”).

### **Buffering Significant Natural Resources**

In addition to maintaining agricultural productive capacity, farmland protection can serve as a buffer for other important natural resources, and it is appropriate for farmland protection activities to place priority on proximity to such resources. Among the significant natural resources considered in this context are “Significant Natural Communities” identified by New York’s Department of Environmental Conservation (NYS DEC); these include “rare or high-quality wetlands, forests, grasslands, ponds, streams and other types of habitats, ecosystems, and ecological areas”. Also considered are “Rare Plants and Rare Animals” locations mapped by NYS DEC, general vicinities where actual confirmed observations and collections of rare animals and rare plants have occurred.

## Priority Land for Protection in Oneida County

As provided by Article 25AAA of the New York State Agriculture and Markets Law (Circular 1500 of 2006) this Plan creates and implements a methodology for identifying farmed parcels throughout the County that should be high priority for protection. This methodology is based on an analysis of key relevant factors as identified during the planning process and summarized below.

### **Value to the local agricultural economy**

The diversity of Oneida County's agricultural economy is one of its strengths, and this Plan recognizes that the protection of that economy needs to give priority to a diverse range of farmland resources. Soil characteristics, including prime soils and soils of statewide significance, are one important consideration in the assessment of the value of a parcel's potential contribution to the local agricultural economy. However, other characteristics, including a parcel's current status as an active and ongoing farmed parcel; its size; and its inclusion in a larger farmed unit also are important indicators of that value and are taken into account in this Plan's ranking system.

### **Open space value**

Farms and their associated working landscapes contribute to open space characteristics in locations throughout Oneida County. These open spaces are a valued amenity for residents and an attraction for visitors; they also serve as a buffer for other protected lands, parks and forests, and add to the value these lands contribute to the County's quality of life and environmental protection. This Plan prioritizes farmed parcels that can be identified as making a particular contribution to open space values.

### **Consequences of possible conversion**

The conversion of actively farmed parcels on good soils, especially large parcels and those that are part of a larger farmed unit would be of great concern in the context of farmland protection. Even more consequential would be the conversion of farmlands whose location allows them to serve as a buffer for natural resources such as water sources and aquifers; locations with unique environmental values; as well as protected lands including parks and forests. This Plan's ranking system gives additional weight to parcels whose continued use as farmland will avoid the negative consequences of conversions that would impact these significant natural resources.

### **Level of conversion pressure**

Farmland throughout Oneida County has for many years been subject to pressure from competing land uses – especially low-density residential development, but also commercial and industrial uses in a number of locations. The nature, intensity and long-term trends of that pressure on the continued use of land for agriculture in Oneida County varies due to specific characteristics of a given parcel's location. Proximity to existing development, including locations where high numbers of building permits have been issued in recent years, is an indicator of likely higher conversion pressures going forward. The presence of municipal water and sewer facilities attracts competing uses and applies conversion pressure to existing farming uses. This Plan identifies locations in the County where valuable farm resources may be under particularly high conversion pressure; these characteristics contribute to priority allocation of limited farmland protection resources.

## Priority Farmland Ranking

In order to incorporate all of the considerations noted above, a 100-point numerical ranking system for priority farmland was developed and applied to the identified farmed parcels in the County. (This ranking system is adapted from Dutchess County, NY's Agriculture and Farmland Protection Plan.)

*The results of applying this ranking system to farmed parcels in Oneida County at the time of are shown in the Map entitled "Priority Farmland Areas" included as an attachment to this plan.*

### 1. Contribution of soils to agricultural economy

*(Maximum Points Available: 40)*

| Parcel size    | Percent Prime/Statewide Significant Soils | Points |
|----------------|-------------------------------------------|--------|
| 100+ acres     | 75%+                                      | 40     |
| 50 - 100 acres | 75%+                                      | 35     |
| 10 - 50 acres  | 75%+                                      | 20     |
| Under 10 acres | 75%+                                      | 5      |

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|                |          |    |
|----------------|----------|----|
| 100+ acres     | 25 - 75% | 30 |
| 50 - 100 acres | 25 - 75% | 25 |
| 10 - 50 acres  | 25 - 75% | 20 |
| Under 10 acres | 25 - 75% | 3  |

|                |       |    |
|----------------|-------|----|
| 100+ acres     | < 25% | 15 |
| 50 - 100 acres | < 25% | 10 |
| 10 - 50 acres  | < 25% | 5  |

### 2. Consequences of conversion

*(Maximum Points Available: 10)*

|                                                                                 |    |
|---------------------------------------------------------------------------------|----|
| Parcel is subject to Public or Privately Funded Agricultural Permanent Easement | 10 |
| Parcel is protected by another Conservation Easement                            | 9  |
| Parcel is Buffered by Permanent Easement Property                               | 8  |
| Parcel is buffered by a property with another Conservation Easement             | 7  |

### 3. Conversion Pressure

*(Maximum Points Available: 4)*

|                                                                |    |
|----------------------------------------------------------------|----|
| Parcel is within 1 mile of Developed Area*                     | 4  |
| Parcel is outside 1 mile of Developed Area* but within 2 miles | 3  |
| Parcel is within a Residential "Grey" Pressure Area            | 1  |
| Parcel is within Developed Area*                               | -1 |

*\* Developed areas are in Urban Clusters/Areas, Water/Sewer*

### 4. Open Space Value

*(Maximum Points Available: 6)*

*If parcel is greater than 20 acres, multiply the criteria by 2*

|                                                            |     |
|------------------------------------------------------------|-----|
| Parcel Intersects the Buffer of 3 or more of the following | 2   |
| Parcel Intersects the Buffer of 2 of the following         | 1.5 |
| Parcel Intersects the Buffer of 1 of the following         | 1   |
| Wetland buffer                                             | 1   |
| Natural heritage ecological community                      | 1   |
| Natural heritage rare plant                                | 1   |
| Natural heritage rare animal                               | 1   |

if in primary aquifer buffer, add 2 points to the total. 2

## 5. Long Term Viability

*(Maximum Points Available 40)*

### *Contribution to a larger farm unit (maximum 10 points)*

|                                          |    |
|------------------------------------------|----|
| Included in a Farm Unit over 2,000 acres | 10 |
| Included in a Farm Unit over 1,000 acres | 8  |
| Included in a Farm Unit over 500 acres   | 6  |
| Included in a Farm Unit over 100 acres   | 4  |
| Included in a Farm Unit under 100 acres  | 2  |

*\*Farm Units are parcels with a common owner*

### *Indicators of agricultural activity (maximum 20 points):*

|                                                                       |    |
|-----------------------------------------------------------------------|----|
| Parcel has Agricultural Value Assessment and in Agricultural District | 20 |
| Property has Agricultural Value Assessment                            | 15 |
| Property is in Agricultural District                                  | 10 |

### *Indicators of municipal support (maximum 10 points):*

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|                                                                    |   |
|--------------------------------------------------------------------|---|
| Municipality has a Comprehensive Plan                              | 1 |
| Municipality has a current Comprehensive Plan (after 2007)         | 1 |
| Municipality has a Zoning Ordinance                                | 1 |
| Municipality has a current Zoning Ordinance (after 2007)           | 1 |
| Municipality has Subdivision Regulations                           | 2 |
| Municipality with >50% enrollment in Agricultural Districts        | 2 |
| Municipality with >50% enrollment in Agricultural Value Assessment | 2 |

## PART 4: ACTION PLAN

### a. Strategies and Implementation Plan

This Action Plan is designed not primarily to establish a one-off "to-do" list for the Agriculture and Farmland Protection Board and other stakeholders, but more importantly to provide a mechanism and accountability to ensure that this Plan is a living, breathing tool for the ongoing support of agriculture and farmland protection over the coming years.

The actions resulting from this plan will always be in support of two over-arching strategies that have been identified as essential to ensuring the strength of agriculture and the protection of farmland in Oneida County for many years into the future:

*Strategy 1: Sustain and increase the contributions of agriculture to the local economy, offering a rewarding livelihood for farm operators, farm employees, and the many related businesses that succeed when agriculture succeeds.*

*Strategy 2: Sustain and increase the contributions of agriculture to the quality of life of County residents, preserving valued rural landscapes and a clean environment, and offering access to fresh wholesome food.*

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### b. Action Plan Accountability

In order to ensure effective implementation of this Action Plan, the Oneida County Agriculture and Farmland Protection Board agrees to hold a bi-annual Action Plan Meeting, starting immediately after the formal adoption of this Plan and then in the first quarter of every other year, to establish the plan of action for the coming months and years. That meeting will also include a formal review of performance against the goals and action steps previously established. The results of the bi-annual review will be documented in writing and submitted to the County Legislature, with a description of successes, challenges, and recommended modifications, additions, or updates to the Goals and Action Steps in this original Plan.

Each of the agreed-upon goals will be supported by (1) *short-term actions*, which should be undertaken and completed within the first year of adoption of the Plan; (2) *long-term actions*, which should be undertaken and completed within the first five years of adoption of the Plan; and (3) *ongoing actions*, which should be continuous during the life of the Plan.

c. Stakeholder Organizations – Names/Abbreviations

AED – Oneida County Agricultural Economic Development (CCE)

BOCES - Several Boards of Cooperative Education Services (including Oneida-Herkimer-Madison, Madison-Oneida, etc.)

BOL – Oneida County Board of Legislators

CCE – Cornell Cooperative Extension of Oneida County  
County Executive’s Office

FLPB – Farmland Protection Board

MV EDGE – Mohawk Valley EDGE

MVEDD – Mohawk Valley Economic Development District

MVFAN – Mohawk Valley Food Action Network

MVFMMA – Mohawk Valley Farmers’ Market Managers Alliance

MVFPAC – Mohawk Valley Food Policy Action Council

MV REDC – Mohawk Valley Regional Economic Development Council

OCPD - Oneida County Planning Department

OCPM – Oneida County Public Market

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OCRPS – Oneida County Real Property Services

SWCD – Oneida County Soil & Water Conservation District

VVS – Vernon-Verona-Sherrill School District

Waterville School District



#### d. Action Items, Leadership, Resources, and Timeframes

| Action Planned to Achieve the Goal                                                                                                        | Who leads?                              | Resources required                                                                             | Outcomes                                                                                                                                                                                                                                           | Timeframe |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>Goal 1: Support new farm- and agriculture- related businesses</b>                                                                      |                                         |                                                                                                |                                                                                                                                                                                                                                                    |           |
| Survey and identify local regulations and procedures that may limit growth of agritourism and recommend changes                           | CCE/Oneida County Planning              | Staff time, temporary help                                                                     | Create a welcoming business environment for new and innovating agritourism enterprises                                                                                                                                                             | Year 1    |
| Support development and distribute agriculture and food system asset map envisioned by the MV500 Regional Economic Development task force | CADE/SUNY Cobleskill                    | CCE staff time                                                                                 | Increased understanding of the capacities and needs of the local ag and food system to support the most effective public and private investment                                                                                                    | Year 1    |
| Develop promotional tools for agritourism businesses (print, electronic)                                                                  | County Executive, Oneida County Tourism | Funding for printing and media purchases                                                       | Increased business at farmstands, U-Pick operations, farmstead breweries/wineries/distilleries, etc.                                                                                                                                               | Year 1    |
| Seek funding for an agricultural business incubator alongside MVCC's thINCubator in downtown Utica                                        | MVCC, AED                               | Funding for kitchen build out and program staff                                                | Create a self-sustaining program that launches successful new businesses based on value-added processing of locally grown food products                                                                                                            | Year 1-5  |
| Encourage participation of agricultural/food businesses in business plan competition                                                      | MV EDGE                                 | Funding for administration and awards; EDGE, CCE, SBDC staff time                              | Support the launch of new agricultural/food businesses                                                                                                                                                                                             | Year 1-5  |
| Develop a value-added cook-chill processing plant as part of agribusiness park                                                            | AED, MV EDGE, Waterville First          | Feasibility study - funding obtained from USDA Rur Dev (\$40,000). Projected cost \$18,000,000 | Plant will buy meat (1/8s) from cull dairy cows from local farms and market to New York/Long Island schools. (300 dairy cows per week currently being utilized; projected 50 cows/day) keeping more economic impact in NYS (currently going to PA) | Year 1-5  |
| Create a downstate-upstate marketing initiative                                                                                           | AED                                     | Funding for AED and EDGE staff time, marketing materials                                       | Increase sales of local products to consumers and wholesale buyers in the downstate/metropolitan areas                                                                                                                                             | Year 1-5  |
| Develop a food processing and distribution facility with a primary focus on farm to school                                                | AED, MV EDGE                            | RBEG Funding to create a feasibility plan                                                      | Increase the opportunities for schools and other institutions to purchase products from local farms by making them available cost-effectively and in the purchasers' preferred form                                                                | Year 1-5  |

|                                                   |                           |                            |                                                                                                                           |          |
|---------------------------------------------------|---------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------|----------|
| Launch Taste NY store                             | CCE                       | New York State funding     | Increase sales of local products to tourists and travelers and enhance branding of Oneida County's agricultural offerings | Year 1-5 |
| Update agribusiness directory - every two years   | AED                       | Staff time, temporary help | Provide easy access to support businesses for farm- and related entrepreneurs                                             | Ongoing  |
| Agribusiness outreach                             | AED/EDGE                  | Staff time                 | Identify emerging needs                                                                                                   | Ongoing  |
| Update agritourism directory information annually | CCE/Oneida County Tourism | Staff time, temporary help | Accurate and up to date information to support promotion of agritourism businesses                                        | Ongoing  |

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|                                                                                                                         |                                                              |                                                                                                                           |                                                                                          |          |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----------|
| Deploy ag business revolving loan funds                                                                                 | MV EDGE                                                      | Existing funds                                                                                                            | Support new value-added initiatives with affordable and accessible financing             | Ongoing  |
| <b>Goal 2: Connect local farms with local consumers</b>                                                                 |                                                              |                                                                                                                           |                                                                                          |          |
| Produce and distribute printed guides to local food                                                                     | CCE                                                          | Funding for printing and distribution; CCE and County Planning staff time                                                 | Increase sales of local products at farmers' markets, farmstands and other on-farm sales | Year 1   |
| Increase capacity of Union Station REA                                                                                  | County Executive                                             | Multi-year, multi-million dollar investment in renovating and equipping historic facility for a variety of community uses | Strengthen existing Oneida County Public Market and implement additional related uses    | Year 1   |
| Market development support for farmers to sell to local public K-12 schools                                             | CCE, FPAC                                                    | Funding for staff to work on business plan and market development with farmers                                            | Increase the percentage of local foods consumed in local K-12 schools                    | Year 1-5 |
| Market development support for farmers to sell their products to local institutional buyers (colleges, hospitals, etc.) | CCE                                                          | Funding for staff to work on business plan and market development with farmers                                            | Increase the percentage of local foods consumed in local institutions                    | Year 1-5 |
| Strengthen the alliance of farmers' market managers                                                                     | Oneida County Public Market, CCE, Farmers' Market Federation | Funding for staff time, website and other communications materials                                                        | Increase sales of local products at farmers' markets                                     | Year 1-5 |

|                                              |                   |                                                            |                                             |          |
|----------------------------------------------|-------------------|------------------------------------------------------------|---------------------------------------------|----------|
| Strengthen the alliance of community gardens | Utica Greens, CCE | Funding for garden development and educational programming | Increase participation in community gardens | Year 1-5 |
|----------------------------------------------|-------------------|------------------------------------------------------------|---------------------------------------------|----------|

|                                                                                               |                                   |                                                                  |                                                                                                                   |         |
|-----------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------|
| Provide forum for increasing connections and understanding between sectors of the food system | Mohawk Valley Food Action Network | Funding for network coordination and communications capabilities | Maintain an open dialogue about the impacts of the food system on the economy, the environment, and public health | Ongoing |
|-----------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------|

**Goal 3: Bring new individuals into agriculture careers through education initiatives**

|                                                       |       |                                            |                                                  |        |
|-------------------------------------------------------|-------|--------------------------------------------|--------------------------------------------------|--------|
| Develop ag career days event to be held every 3 years | BOCES | Staff time CCE, volunteer time Farm Bureau | Expose 1000+ students each year to careers in ag | Year 1 |
|-------------------------------------------------------|-------|--------------------------------------------|--------------------------------------------------|--------|

|                                                                     |                              |                                                                                                      |                                                                                         |          |
|---------------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------|
| Support local school districts' enhancements to existing ag program | CCE, VVS, Waterville, Remsen | \$500,000 Oneida County STEM funds for animal science curriculum at VVS; funding for new green house | Increase interest and knowledge for local students preparing for careers in agriculture | Year 1-5 |
|---------------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------|

|                                           |                |                                                                |                                                                         |          |
|-------------------------------------------|----------------|----------------------------------------------------------------|-------------------------------------------------------------------------|----------|
| Support veterans getting into agriculture | CCE, Vets2Farm | REDC funding \$100,000 to pay for equipment for farm equipment | Increase operations, production; 20+ veterans to go through the program | Year 1-5 |
|-------------------------------------------|----------------|----------------------------------------------------------------|-------------------------------------------------------------------------|----------|

|                                                                  |                                                 |                                                                              |                                                                                                                                                              |          |
|------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Develop and implement tailored new farmer education for refugees | CCE, Mohawk Valley Resource Center for Refugees | eXtension support for educational program development, staff time and travel | Refugee populations will learn about healthy eating, best growing practices, and development of businesses offering traditional foods to immigrant consumers | Year 1-5 |
|------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|

|                                                                               |                                |                                      |                                                                       |         |
|-------------------------------------------------------------------------------|--------------------------------|--------------------------------------|-----------------------------------------------------------------------|---------|
| Support and improve annual Farm Fest celebration of Oneida County agriculture | 4-H, CCE, community volunteers | Funding for promotion and operations | Increase interest and knowledge among local students (K-6) in farming | Ongoing |
|-------------------------------------------------------------------------------|--------------------------------|--------------------------------------|-----------------------------------------------------------------------|---------|

|                                                                                          |                  |            |                                                                                                        |          |
|------------------------------------------------------------------------------------------|------------------|------------|--------------------------------------------------------------------------------------------------------|----------|
| Continue development of Pathways in Technology Early College High School (PTECH) program | EDGE, CCE, BOCES | Staff time | No-cost associate's degree opportunity for 25 students per year with agriculture/food production focus | On-going |
|------------------------------------------------------------------------------------------|------------------|------------|--------------------------------------------------------------------------------------------------------|----------|

**Goal 4: Increase public awareness and focus local policy on protecting and strengthening agriculture**

|                                                      |                  |                          |                                                                                        |        |
|------------------------------------------------------|------------------|--------------------------|----------------------------------------------------------------------------------------|--------|
| Inventory and map of zoning relevant to agribusiness | County Executive | Planning, CCE staff time | Encourage supportive zoning and identify zoning situations that may impede agriculture | Year 1 |
|------------------------------------------------------|------------------|--------------------------|----------------------------------------------------------------------------------------|--------|

|                                                                                                 |                                                   |                              |                                                                                                                                                 |        |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Create a website (or new section of an existing website) to celebrate Oneida County Agriculture | County Executive; MV Food Policy Advisory Council | CCE, Planning, Tourism, FLPB | Increased understanding of the capacities and needs of the local ag and food system to support the most effective public and private investment | Year 1 |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                 |                        |                                                      |                                                                                        |          |
|-----------------------------------------------------------------|------------------------|------------------------------------------------------|----------------------------------------------------------------------------------------|----------|
| Develop a database of "farm units" (similar to Dutchess County) | Oneida County Planning | Funding for staff time for Planning, CCE, SWCD staff | Data to support farmland protection and planning that more accurately reflects reality | Year 1-5 |
|-----------------------------------------------------------------|------------------------|------------------------------------------------------|----------------------------------------------------------------------------------------|----------|

|                                                                                                                                       |                                  |                                                                                                   |                                                                                                                                       |          |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|----------|
| Provide training opportunities for municipal assessors on ag-related property class codes                                             | Office of Real Property Services | Planning, Office of Real Property Services, NYS Taxation & Finance trainers                       | Increase value of property classification data in accurately analyzing the role of agriculture                                        | Year 1-5 |
| Study transportation issues that affect agriculture including road safety, adequacy of bridges, regulation                            | Oneida County Planning           | NYS Department of Transportation, Oneida County Department of Public Works, municipal governments | Improve safety and minimize conflicts between agricultural and other uses                                                             | Year 1-5 |
| Conduct a study of the contribution of private forest land resources to the local economy and SWOT analysis                           | Farmland Protection Board        | CCE and County Planning Staff time                                                                | Increase local awareness and support for the contributions of forestry resources to the local economy                                 | Year 1-5 |
| Promote development of new or updated comprehensive plans.                                                                            | Farmland Protection Board        | CCE and County Planning Staff time                                                                | Local policy is based on a agreed-upon goals and a well-documented process of public input                                            | Year 1-5 |
| Encourage Towns that have comprehensive plans to promptly reflect them in current land use plans and regulations                      | Farmland Protection Board        | CCE and County Planning Staff time                                                                | Land use regulations are consistent with the public's interest as expressed in a Comprehensive Plan and legally supported.            | Year 1-5 |
| Provide Towns with tools and information that help them improve the farm-friendliness of local regulations (as detailed in 2017 plan) | Farmland Protection Board        | CCE and County Planning Staff time                                                                | Local policymakers base decisions on good information and have access to tools that help them develop good policy                     | Year 1-5 |
| Communicate through media, social media, etc. on Farm to School and other food system initiatives to the general public               | MV Food Policy Advisory Council  | Funding to support staff time for the Council                                                     | Increased understanding of local ag and food system issues to support the most effective public policy actions                        | Ongoing  |
| Farmland Protection Board members participate in assessor meetings                                                                    | Farmland Protection Board        | FLPB members staff time                                                                           | Increase support from assessors for ag programs and accuracy of assessment data                                                       | Ongoing  |
| Strengthen mutual understanding between Amish and neighbors                                                                           | Oneida County Sherriff/CCE       | CCE, County staff time                                                                            | Continue the successful integration of Amish farms into the Oneida County agriculture sector                                          | Ongoing  |
| Act as a resource to provide information related to farmland protection to consumers and municipal officials                          | CCE, Oneida County Planning      | CCE, Planning staff time                                                                          | Increase the knowledge of local municipal officials and consumers to better understand the importance of agriculture in the community | Ongoing  |
| Ongoing updates of "farm unit" database                                                                                               | Oneida County Planning           | Planning, CCE, SWCD staff                                                                         | Data to support farmland protection planning that more accurately reflects reality                                                    | Ongoing  |

|                                                                                       |     |                                   |                                                                          |          |
|---------------------------------------------------------------------------------------|-----|-----------------------------------|--------------------------------------------------------------------------|----------|
| Update "Historical Profile of Agriculture" data with 2012 (and soon 2017) census data | CCE | Funding for staff, or intern time | Current information on long-term trends will improve local policy making | Year 1-5 |
|---------------------------------------------------------------------------------------|-----|-----------------------------------|--------------------------------------------------------------------------|----------|

**Goal 5: Protect important farmland resources**

|                                                                                                                             |                           |                                                                                                 |                                                                                                               |          |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------|
| Provide educational opportunities on Ag Districts through assessor training, landowner programs, and improved web materials | Farmland Protection Board | Farmland Protection Board and CCE, County Planning, Office of Real Property Services staff time | Increase participation in Agricultural Districts and provide associated protection to agricultural activities | Year 1-5 |
|-----------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------|

|                                                       |                           |                                                                                                 |                                                                                                       |          |
|-------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------|
| Increase awareness in Agricultural Assessment program | Farmland Protection Board | Farmland Protection Board and CCE, County Planning, Office of Real Property Services staff time | Ensure interested farm landowners benefit from the tax savings of the agricultural assessment program | Year 1-5 |
|-------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------|

|                                                                                                           |                           |                            |                                                                                            |          |
|-----------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|--------------------------------------------------------------------------------------------|----------|
| Research ways to improve methods of measuring farm viability to contribute to farmland protection efforts | Farmland Protection Board | CCE staff time, consultant | Improved ranking system for priority farmlands by incorporating measures of farm viability | Year 1-5 |
|-----------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|--------------------------------------------------------------------------------------------|----------|

|                                                                                                                |                             |            |                                                                                                                                                           |         |
|----------------------------------------------------------------------------------------------------------------|-----------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Encourage and support landowner applications for New York State's Purchase of Development Rights (PDR) program | CCE, Oneida County Planning | Staff time | Protect top-quality farm operations that have excellent long-term prospects for farm viability but are likely to be under increasing development pressure | Ongoing |
|----------------------------------------------------------------------------------------------------------------|-----------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------|

|                                                                                                                   |                           |                                                    |                                                                                       |         |
|-------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------|---------|
| Create ongoing committee to evaluate priority farmlands for protection including updating on development pressure | Farmland Protection Board | County Planning, Farm Credit, ORPS, CCE staff time | Update priority farmland ranking and analysis of development pressure every two years | Ongoing |
|-------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------|---------|

## Acknowledgements

### **ONEIDA COUNTY AGRICULTURE AND FARMLAND PROTECTION BOARD**

|                   |                                |              |
|-------------------|--------------------------------|--------------|
| Brymer Humphreys  | Farmer                         | New Hartford |
| Thomas Cassidy    | Agribusiness                   | Barneveld    |
| Michael Cosgrove  | Farmer                         | Clinton      |
| Roger Crary       | Farmer                         | Vernon       |
| Andy Gale         | Agribusiness                   | Cassville    |
| Paul Snider       | Farmer/Forestry                | Ava          |
| Brian Mandryck    | County Legislator              | Oneida       |
| John R. Kent Jr., | Planning Commissioner, OC      | Utica        |
| Kathy Pilbeam     | Real Property Tax Services, OC | Utica        |
| Marty Broccoli    | Cornell Cooperative Extension  | Oriskany     |
| Paul van Lieshout | Brabant Farm                   | Verona       |

### **AGRICULTURE AND FARMLAND PROTECTION PLANNING TASK FORCE**

|                      |                                                 |
|----------------------|-------------------------------------------------|
| Steve Adams          | Dairy farmer/Farm Bureau                        |
| Chris Burtch         | OC Real Property Tax Services                   |
| Kelly Blazosky       | Oneida County Tourism                           |
| Mike Candella, Jr.   | Farmer (fruits/vegetables)                      |
| Linda Garrett        | Tug Hill Tomorrow Land Trust                    |
| George Joseph        | County Legislator                               |
| Nancy Luna           | Oneida County Soil and Water Conservation       |
| Remi Link            | Cornell Cooperative Extension/Maple Producer    |
| Jim Manning          | Cornell Cooperative Extension                   |
| Craig Pollock        | Agribusiness (Farm Credit East)                 |
| Donna Purdy          | Farm Service Agency                             |
| Howard Regner        | Farmer (field crops/beef)                       |
| Dawn Richardson      | Agri-business/Crop farmer                       |
| Guy Sassaman         | Oneida County Planning Department               |
| Jake Schieferstine   | Dairy farmer/MV Food Policy Advisory Council    |
| Don Schlueter        | County resident, retired engineer               |
| Joan Smith           | Dairy farmer/Oneida County Dairy Promotion Cmte |
| Shelby Sweet         | Greenhouse/Vegetable/SUNY Polytech SBDC         |
| J. Caroline Williams | Cornell Cooperative Extension                   |
| Peter Zawko          | Mohawk Valley EDGE                              |

### **CONSULTANTS AND ADVISORS**

|                 |                                               |
|-----------------|-----------------------------------------------|
| Nan Stolzenburg | Community Planning & Environmental Associates |
| Matt Pawlusik   | Oneida County Planning Department             |

*This Plan was funded by a Farmland Protection Planning Grant from the New York State Department of Agriculture and Markets, and by Oneida County.*

MAPS  
(See separate document)

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TABLES  
(see separate document)

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SURVEY  
(See separate document)

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ZONING AND LAND USE LAW AUDIT RESULTS

(See separate document)

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APPENDICES  
(see separate document)

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ADDITIONAL RESOURCES

(see separate document)

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## Oneida County Agriculture and Farmland Protection Plan 2017

May 3, 2017

### Summary of changes

- Insert updated Oneida County logo on front page
  - Spotlight Priority Action Item on page 5 using the existing information from the Action Items, Leadership, Resources and Timeframes list beginning on page 42
  - Insert the Farmed Parcels map on page 19
  - Include an analysis for protecting priority lands as required by Department of Agriculture and Markets on page 37
  - Remove the term kitchen incubator and replace with agricultural incubator on page 5 & 8
  - Remove the Maps as an attachment and include in the body of the main document on pages 37-41
-

## **ONEIDA COUNTY FARMLAND PROTECTION BOARD**

**RESOLUTION NO. 01**

**INTRODUCED BY: B. Mandryck  
2ND BY: P. Snider**

**RE: SUPPORT OF THE ONEIDA COUNTY AGRICULTURE AND FARMLAND PROTECTION PLAN**

**WHEREAS,** On April 9, 2014, the Oneida County Board of Legislators adopted Resolution #102 approving the submission of the application for state assistance payments for the municipal Agricultural and Farmland Protection Plan development by the Oneida County Farmland Protection Board, and

**WHEREAS,** The County Executive created a Task Force to develop and recommend actions for the Agricultural and Farmland Protection Plan, and

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**WHEREAS,** Members of the County Executive's Task Force and the Oneida County Farmland Protection Board led three meetings giving the public opportunity to comment upon the ideas and recommendations of the Task Force, and

**WHEREAS,** Members of the Task Force and the Oneida County Farmland Protection Board held a public hearing for discussion on the Oneida County Agriculture and Farmland Protection Plan on May 3, 2017, and

**WHEREAS,** Comments from the public hearing were documented and incorporated into the Oneida County Agriculture and Farmland Protection Plan, therefore, be it hereby

**RESOLVED,** That the Oneida County Farmland Protection Board supports the Oneida County Agriculture and Farmland Protection Plan as written and recommends that the Oneida County Board of Legislators adopts the Plan by resolution.

APPROVED: Oneida County Farmland Protection Board

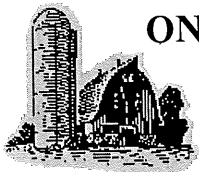
DATED: May 3, 2017

Adopted by the following vote:

|        |   |                                                                                         |
|--------|---|-----------------------------------------------------------------------------------------|
| AYES   | 9 | Humphreys, Snider, Crary, Cosgrove, van Lieshout, Mandryck, Broccoli, Sassaman, Pilbeam |
| NAYS   | 0 |                                                                                         |
| ABSENT | 2 | Cassidy, Gale                                                                           |

# Sign In Sheet | 2017

| NAME                 | ORGANIZATION         | PHONE            | E-MAIL                  |
|----------------------|----------------------|------------------|-------------------------|
| Dani Lusk            | CCE                  | 736-3394         | rl36@c.cornell.edu      |
| Guy Sassaman         | OC Planning          | 798-5710         | g.sassaman@ocgw.net     |
| Ben Simois           | Farm Bureau / Farmer | 525 6432         |                         |
| Brian Mandryck       | BOL                  | 790-2511         | bmandryck@wlochner.com  |
| Jacob Perrin         | CCE                  | 315 256 2399     | jp2383@cornell.edu      |
| Diane Berry          | citizen              | 315 235 5260     | dberry@localnet.com     |
| Erin Vetchen         | Maize Farmer         | 315-861-5721     | whinniesg@gmail.com     |
| Howard Regner        | Quiet Meadows        | 315-762-8353     | HJRegner@yahoo.com      |
| PETER ZAWICO         | LENC                 | 315-338-0393     | PZAWICO@MVDFE.ORG       |
| Paul Snider          | FLPB                 | 315-436-0949     | psnider@bailie.com      |
| KEITH SCHIEBEL       | O.C. BOARD OF LEG.   | 315-335-0887     | KSCHIEBEL@TDS.NET       |
| David Schreffler     | FB                   | 315 338 2195     |                         |
| Roxa Crary           | Soil/Water           | 315-727-4835     | CRARYRoxa@Tukey.RE.com  |
| Paul van Leikouf     | dairy farmer         | FLPB 315-3638272 |                         |
| MARTY BROCCOLI       | CCE                  |                  | MTD83                   |
| Rymer Humphrey       | FLPB                 |                  |                         |
| John S. Kozian       | SELF                 | (315) 865-4281   | NA                      |
| Joan Lewis           | Dairy Farmer         | 315 757 - 1117   | joanlewis@ocgw.net      |
| Michael Cosgrove     | FPRB                 | 315 853-3667     | springer10@gmail.com    |
| Claine Chmielewski   |                      | 315 853 6376     | CCCchmielewski@yaho.com |
| Theodore Chmielewski |                      |                  |                         |



# ONEIDA COUNTY FARMLAND PROTECTION BOARD

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Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider  
Paul van Lieshout ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Brian Mandryck

## Oneida County Agriculture and Farmland Protection Plan Public Hearing

6:00 P.M. Wednesday May 3, 2017

Cornell Cooperative Extension

121 Second St.

Oriskany, NY 13424

### I. Call to order

Brymer Humphreys called to order the Public Hearing for the Oneida County Agriculture and Farmland Protection Plan meeting at 6:00 P.M.

### II. Attendance

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~~The following persons were present: Brymer Humphreys, Guy Sassaman, Paul Snider, Roger Cary, Michael Cosgrove, Paul van Lieshout, Brian Mandryck, Kathy Pilbeam, Jim Manning, Marty Broccoli and Remi Link.~~  
Guests: Ben Simons, Jacob Perrin, Diane Berry, Gretchen Maine, Howard Regner, Peter Zawko, Keith Schiebel, David Schieferstine, John S. Koziarz, Joan Smith, Claire Chmielewski and Theodore Chmielewski,

### III. Presentation of Agriculture and Farmland Protection Plan

Jim Manning explained the steps that were taken by the County Executive's Task Force and the Farmland Protection Board to develop and update the Agricultural and Farmland Protection Plan for Oneida County. The current Plan was last written in 2000. Goals have been identified, strategies have been developed and a set of priority action items have been created to sustain, preserve and enhance agriculture in Oneida County. Hard copies of the Plan were made available.

### IV. Public Comments

- a. Comments were sent in by John Brennan of the NY Department of Agriculture and Markets suggested to include language on Oneida County's agriculture-friendly initiatives, spotlight some of the Priority Action Items from the Action Items, Leadership, Resources and Timeframes list and provide an analysis for protecting priority lands in Oneida County. A suggestion to include some of the maps in the body of the main document as well as in the appendix was also made.
- b. John Koziarz asked if this plan addressed municipal zoning regulations, specifically, the City of Rome.
- c. Diane Berry commended the Plan and addressed some of the initiatives in the Plan.

### V. Adjournment

Brymer Humphreys adjourned the public hearing at 6:40 P.M.

Oneida County Farmland Protection Board \* C/O Cornell Cooperative Extension  
121 Second Street \* Oriskany, New York \* 13424 \* (315) 736-3394



Minutes submitted by: R. Link

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Oneida County Farmland Protection Board \* C/O Cornell Cooperative Extension  
121 Second Street \* Oriskany, New York \* 13424 \* (315) 736-3394



# ONEIDA COUNTY FARMLAND PROTECTION BOARD

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Brymer Humphreys, Chair

Thomas Cassidy ♦ Michael J. Cosgrove ♦ Roger Crary ♦ Andy Gale ♦ Paul Snider  
Paul van Lieshout ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Brian Mandryck

## OC Farmland Protection Board General Meeting May 3, 2017 Minutes

### I. Call to order

Brymer Humphreys called to order the general meeting of the OC Farmland Protection Board at 6:40 P.M.

### II. Roll call

The following persons were present: Brymer Humphreys, Kathy Pilbeam, Andy Gale, Roger Crary, Paul Snider, Paul van Lieshout, Jim Manning, Marty Broccoli and Guy Sassaman.

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Guests: Guests: Ben Simons, Jacob Perrin, Diane Berry, Gretchen Maine, Howard Regner, Peter Zawko, Keith Schiebel, David Schieferstine, John S. Koziarz, Joan Smith, Claire Chmielewski, Theodore Chmielewski, Roger & Kathy Kraus, Marylynn Collins, Anthony Surace, Manuel j. Austin, Charles Hubbell and Maggie & Greg Tabor.

### III. Approval of minutes from last meeting

Motion by Cosgrove to approve the February minutes as submitted. Second by Mandryck. Motion carried.

### IV. Resolution to support the Oneida County Agriculture and Farmland Protection Plan

Motion by Mandryck to support and make recommendation to adopt the Plan to the County Executive and Board of Legislators. Second by Snider. Motion carried.

### V. Agriculture District 1 Update

- a) Sassaman stated that there over new 30 applications to review for District 1. The board will meet again on Wednesday May 24 at 7:00 P.M. to review.
- b) The information session and public hearing has been requested for June 27<sup>th</sup> at the Camden Town Hall.

### VI. Open Enrollment

- a) Smith and Thurston applications were reviewed and ownership was verified.

Motion by Cosgrove to approve the two applications. Second by Broccoli.

- b) Tabor application – At this time there is no proof of ownership by Mr. Tabor.

Oneida County Farmland Protection Board \* C/O Cornell Cooperative Extension  
121 Second Street \* Oriskany, New York \* 13424 \* (315) 736-3394

## **VII. Notice of Intent, Village of Oneida Castle**

The board has received notice of a project in Oneida Castle. Regner provided additional information.

## **VIII. Adjournment**

Brymer Humphreys adjourned the general meeting at 7:00 P.M.

Minutes submitted by: R. Link