



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

COMMUNICATIONS FOR DISTRIBUTION FOR November 10, 2021 MEETING

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

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www.ocgov.net



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
315-798-5742 ♦ Fax: 315-798-6425

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

FN 20 21-274

September 29, 2021

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

WAYS & MEANS

Dear County Executive Picente:

I enclose herewith a proposed Local Law that would allow Oneida County to opt out of the proposed "Holiday Deer Hunt" authorized by the New York State Department of Environmental Conservation (DEC) for the Southern Region. Earlier this year, the DEC promulgated new regulations that would create an amended late season deer hunting period for bowhunting and muzzleloader hunters, to run from December 26 through January 1. These regulations also allow counties within the Southern Region to pass a Local Law opting out of this amended late hunting season.

The enclosed Local Law would effectuate such an opting out, prohibiting deer hunting in Oneida County during the period of December 26, 2021 through January 1, 2022. Similar Local Laws would need to be passed annually in subsequent years to continue this prohibition.

If you wish this Local Law to be adopted, please forward to the Board of County Legislators for their consideration and approval at their next meeting.

Very truly yours,

Robert E. Pronteau
Assistant County Attorney

Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 9-29-21

*INTRODUCTORY
NO.*

F.N. 2021-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

*INTRODUCED BY: .
2ND BY:*

**LOCAL LAW INTRO. _____ OF 2021
LOCAL LAW NO. ____ OF 2021**

A LOCAL LAW AUTHORIZING AN ANNUAL EXCLUSION FROM THE DECEMBER 26 TO JANUARY 1 PORTION OF THE LATE BOWHUNTING AND MUZZLELOADER DEER HUNTING SEASON

BE IT ENACTED BY THE BOARD OF COUNTY LEGISLATORS OF THE COUNTY OF ONEIDA AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT.

The intent of this Local Law is to authorize Oneida County to opt out of the December 26 to January 1 portion of the late bowhunting and muzzleloader deer hunting season for 2021. The New York State Department of Environmental Conservation has promulgated regulations amending the deer hunting season to allow for a late season "Holiday Deer Hunt" between December 26, 2021 and January 1, 2022. These regulations, codified at 6 NYCRR Part 1.11, permit counties that wish to prohibit hunters from participating in this "Holiday Deer Hunt" to pass a local law opting out.

SECTION 2. OPTING OUT

Pursuant to 6 NYCRR Part 1.11, Oneida County elects to opt out from the proposed amended late bowhunting and muzzleloader season, and deer hunting within Oneida County between December 26, 2021 and January 1, 2022 is hereby prohibited.

SECTION 3. SEVERABILITY.

If any clause, sentence, paragraph, subdivision, section, or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this Local Law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 4. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing and publication in accordance with Section 27 of the Municipal Home Rule. A copy of this Local Law shall also be filed with the New York State Department of Environmental Conservation.

APPROVED: Government Operations Committee)

Ways and Means Committee

DATED:

Adopted by the following vote:

AYES NAYS ABSENT

OFFICE, CLERK BOARD OF COUNTY LEGISLATORS)

COUNTY OF ONEIDA) SS:

I, hereby certify that I have compared the foregoing extract from the minutes of meeting of the Board of County Legislators of Oneida County held on the day of, 2021 with the original record thereof on File in this office and that the same is a true and correct transcript therefrom, and of the whole of such original.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of

said Board this day of , 2021.



Clerk

Mikale Billard



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

We, the undersigned, being members of the Oneida County Board of Legislators 2020-2021 Term of Office, and being members of the Democratic Party, hereby designate Maya Miller as Minority Legislative Analyst pursuant to Rule No. 2 of the Rules of the Board of Legislators of the County of Oneida, to serve for the remainder of a term that commenced January 1, 2020 and terminating on December 31, 2021. This Appointment will be effective September 9, 2021.

FNJ 20 21 - 275

READ & FILED

Jeffrey...
Sari Washburn
Philip M. Sacco
Chad Deas

Dated: 7-8-2021



**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

September 28, 2021

FN 20 21-276

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

PUBLIC WORKS

Dear County Executive Picente:

WAYS & MEANS

Attached for your review and approval is correspondence from Karl Schrantz, Commissioner of Water Quality and Water Pollution Control requesting the addition of the title Deputy Commissioner of Water Quality and Water Pollution Control to the Oneida County Classification Plan. Also attached is the job specification for the title that outlines the responsibilities and duties for this position.

The Commissioner of Water Quality and Water Pollution Control has expressed a need for an additional management title to assist the Commissioner with the extensive engineering and management workload. I recommend the salary for Deputy Commissioner of Water Quality and Water Pollution Control be set at Grade 48M, Step 2, starting at \$89,435. I am not requesting any positions be created at this time as the request for a position will be in the 2022 budget.

If you concur, please forward this letter to the Board of Legislators and ask that they set the salary for the title of Deputy Commissioner of Water Quality and Water Pollution Control at Grade 48M, Step 2, starting at \$89,435.

Sincerely,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

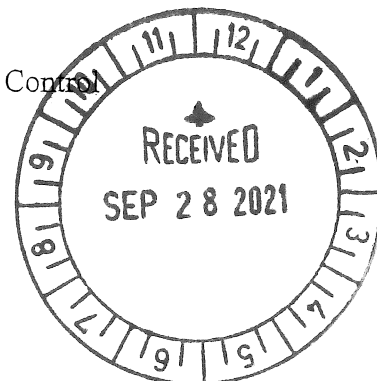
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 9-28-21

Enclosures (2)

cc: Karl Schrantz, Commissioner of Water Quality and Water Pollution Control
County Attorney
Budget





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

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

September 27, 2021

Amanda Cortese-Kolasz
Commissioner of Personnel
Oneida County Department of Personnel
800 Park Avenue
Utica, NY 13501

RE: Additional Title to the Classification System
Deputy Commissioner Water Quality and Water Pollution Control

Dear Ms. Cortese-Kolasz:

The changes and improvements at the Department of Water Quality and Water Pollution Control have resulted in a need for an additional management position to assist the Commissioner with the extensive engineering and management workload. Specifically, there is a need for someone with vast experience and a professional engineering license. Due to the highly technical nature of the position, I am recommending that the salary of this title be set at Grade 48M. I am not requesting the position at this time. Instead, the additional position is being included in the department's 2022 budget.

Please feel free to contact me if you have any questions.

Sincerely,

Karl E. Schrantz, PE
Commissioner

Jurisdictional Class: Pending Jurisdictional Classification
EEO Category: Officials/Administrators
Revised: 09/27/2021

DEPUTY COMMISSIONER OF WATER QUALITY AND WATER POLLUTION CONTROL

DISTINGUISHING FEATURES OF THE CLASS: The incumbent in this position has technical and managerial responsibility for civil and environmental engineering at the highest professional level with emphasis on public wastewater collection. This individual performs independent professional engineering and administrative work, and supervises the design, financing, construction, and maintenance of County-owned wastewater infrastructure. This position requires extensive interaction with department staff. The work is performed under the administrative direction of the Commissioner of Water Quality and Water Pollution Control, with considerable leeway allowed for independent judgement in carrying out the details of the job. Supervision is exercised over the work of subordinate employees. The Deputy Commissioner may act for, and in place of, the Commissioner in his/her absence. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Directs department personnel in administration of maintenance and construction work in progress, and confers with them frequently on technical decisions;
Advises Commissioner and department personnel in matters pertaining to wastewater collection and treatment and associated engineering;
Makes field inspections of new projects to be undertaken and construction projects underway;
Administers the Department's safety program;
Plans long-range needs of capital construction improvements, including the multi-year Capital Improvement Plan (CIP);
Develops Requests for Proposals for engineering, environmental, and related services and manages the resulting services;
Develops material requirements and construction specifications for various maintenance, repair, renovation and new construction projects;
Plans annual easement maintenance program for the interceptor sewer and force main systems;
Assists with planning and directing of the financial and budget needs of the Department;
Assists legal counsel in developing contracts, easements, and other legal documents;
Manages and directs new and on-going maintenance and construction projects;
Coordinates with regulatory agencies on department matters;
Attends meetings and public hearings concerning Department initiatives and projects;
Prepares and follows through with the development and submission of funding applications;
Assists in the development of Department budgets and reports;
Disseminates wastewater collection and treatment information pertaining to the public;
Prepares a variety of records and reports related to the work.

continued...

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Comprehensive knowledge of the principles and practices of civil and environmental engineering as applied to wastewater collection and treatment activities; comprehensive knowledge of sources of engineering information and facilitate in application of engineering methodology; thorough knowledge of the use of construction materials in wastewater collection and treatment projects; ability to direct the work of outside consultants; ability to plan, organize and direct wastewater collection and treatment engineering and construction; ability to deal effectively with the public; ability to write and speak clearly and effectively; good professional judgement; experience with budgeting and project management; working knowledge of CADD software (AutoCad) and Arc GIS.

MINIMUM QUALIFICATIONS: Either:

- (A) Graduation from a regionally accredited or New York State registered college or university with a Master's Degree in civil or environmental engineering **AND** six (6) years of experience involving civil or environmental engineering projects with emphasis on wastewater collection and treatment; **OR**
- (B) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree in civil or environmental engineering **AND** seven (7) years of experience involving civil or environmental engineering projects with emphasis on wastewater collection and treatment; **OR**
- (C) Graduation from a regionally accredited or New York State registered college or university with an Associate's Degree in engineering or environmental science **AND** nine (9) years of involving civil or environmental engineering projects with emphasis on wastewater collection and treatment; **OR**

SPECIAL REQUIREMENTS:

1. Possession of a current valid Professional Engineer's License issued by the New York State Education Department at time of application. License must be maintained in good standing throughout appointment.
2. Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

Adopted: 02/29/1976

Revised: 01/19/1982; 09/17/1997; 09/27/2021

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COUNTY OFFICE BUILDING ~ 800 PARK AVENUNE ~ UTICA, NY 13501
PHONE: 315-798-5733 ~ FAX: 315-798-5218

September 24, 2021

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

FN 20 21-277

HEALTH & HUMAN SERVICES
WAYS & MEANS

Re: 2021 Resource Allocation Plan

Dear Mr. Picente:

I am submitting the attached Resource Allocation Plan (RAP) for the year 2021 for your review and approval.

The RAP allocates funding from the New York State Office of Children and Family Services to entities contracting with Oneida County through its Department of Family and Community Services' Youth Bureau. The total amount of state funding is \$309,408 which provides support to 25 different agency programs, 11 programs provided by localities, and administrative dollars for Youth Bureau staff salaries.

I am requesting approval of the RAP as well as approval of the attached contract for use as a template for all of the Department's funding agreements. If this is acceptable to you, please forward to the Board of Legislators for further action. Thank you for your consideration.

Very truly yours,

Kevin M. Green
Director, Oneida County Youth Bureau

Attachment

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

Anthony J. Picente, Jr.
County Executive

Date: 9-1-21

Oneida Co. Department Youth Bureau

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: NYS Office of Children & Family Services

Title of Activity or Service: Resource Allocation Plan (RAP)

Proposed Dates of Operation: January 1, 2021 to December 31, 2021

Client Population/Number to be Served: 59,006 youth throughout Oneida County

Summary Statements:

Narrative Description of Proposed Services

The Resource Allocation Plan (RAP) for 2021 outlines the distribution of state funds received from the New York State Office of Children and Family Services to provide youth services, delinquency prevention, recreation and runaway/homeless youth programs to the young people, whose ages include birth to 24 years, in Oneida County. In 2021 these funds are to be distributed to 25 agency programs and 11 locality programs, which are responsible for the design and delivery of youth services at their level. All programs are monitored annually by Youth Bureau administrative staff and Advisory Board members appointed by the County Executive.

Total Funding: \$309,408 Account # A3820, A3822, A3902

Oneida County Dept. Funding Recommendation: \$309,408

Proposed Funding Sources (Federal \$/ State \$/County \$):
New York State Office of Children and Family Services (NYSOCFS)

Cost Per Client Served: Varies by program

Past Performance Data: Agencies are reviewed annually to assure they meet NYS OCFS performance standards. Agencies which do not meet standards may receive a reduction in, or elimination of fund allocations.



ONEIDA COUNTY
 DEPARTMENT OF MENTAL HEALTH
 120 Airline Street, Suite 200
 Oriskany, NY 13424
 Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.
 County Executive
 ASHLEE L. THOMPSON
 Commissioner

September 15, 2021

FN 20 21-278

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

The Oneida County Department of Mental Health (OCDMH) has been working with the New York State Office of Mental Health (OMH) to compensate contracted mental health service providers for Oneida County for excess expenses upon closeout of a given calendar year of services.

OCDMH and OMH have completed the reconciliation closeout process for years 2013-2016 and OMH has permitted OCDMH to pay contracted mental health service providers for those years based on excess expenses and fund availability as set forth on the attached sheet. The total amount for the excess expenses is \$724,334 and 100% is OMH state aid funding. Throughout the closeout process, OCDMH has requested the Board of Legislators approve moving OMH funds into the appropriate provider accounts. OMH determined one amount, which it initially approved for CFLR, was in error. OCDMH now requests this amount, which was transferred into Account A4310.49521, be moved to Account A3490. The payment and transfer of the funds on the attached sheet will reconcile OCDMH OMH accounts for 2013-2016. If this meets with your approval, please forward to the Board of Legislators upon completing your review;

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this request.

Respectfully,

Ashlee Thompson

Ashlee L. Thompson, MHA, MSEd., Master CASAC
 Commissioner of Mental Health

ALT/jh
 Encs.



Reviewed and Approved for submittal to the
 Oneida County Board of Legislator by
Anthony J. Picente, Jr.
 Anthony J. Picente, Jr.
 County Executive
 Date 9-21-21

Oneida Co. Department: Mental Health

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Service Provider Agencies listed below and on attached
“NYS Office of Mental Health Closeout Payments 2013-
2016 Summary Sheet.”

Title of Activity or Service: Contract Closeout Payments and Transfer of Funds

Proposed Dates of Operation: January 1, 2021 through December 31, 2021

Client Population/Number to be Served: Oneida County Department of Mental Health

Summary Statements

1) Narrative Description of Proposed Services

OCDMH and OMH have completed the reconciliation closeout process for years 2013-2016 and OMH has permitted OCDMH to pay contracted mental health service providers for those years based on excess expenses and fund availability as set forth on the attached sheet. The total amount for the excess expenses is \$724,334 and 100% is OMH state aid funding. Throughout the closeout process, OCDMH has requested the Board of Legislators approve moving OMH funds into the appropriate provider accounts. OMH determined one amount, which it initially approved for CFLR, was in error. OCDMH now requests this amount, which was transferred into Account A4310.49521, be moved to Account A3490. The payment and transfer of the funds on the attached sheet will reconcile OCDMH OMH accounts for 2013-2016.

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

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

Total Funding Requested: \$724,334

<u>Provider Agency</u>	<u>Closeout Amount</u>	<u>Account #</u>
CFLR	\$ 39,169	A4310.49521
The ARC	\$ 2,557	A4310.49516
RCIL	\$ 28,431	A4310.49525
Neighborhood Center	\$ 305,152	A4310.49526
ICAN	\$ 70,107	A4310.49541
UCP	\$ 219,510	A4310.49517
Human Technologies	\$ 59,408	A4310.49518

Additional Transfer Request: CFLR; \$ 27,740 from A4310.49521 to A3490

Oneida County Dept. Funding Recommendation: \$724,334

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% OMH State Aid Funding

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

Mandated Service: Mandated Service

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

September 16, 2021,

FN 20 21-279

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Contract Amendment between the Oneida County Department of Family and Community Services and **North Utica Senior Citizen's Recreation Center, Inc.**, a sole proprietor located at 50 Riverside Drive Utica, New York 13502. If you approve, please forward it to the Board of Legislators for further consideration.

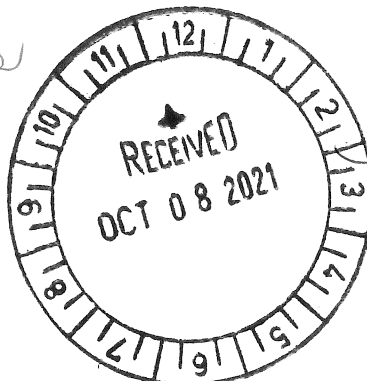
This amendment will increase funding for an amended total amount of four hundred sixty five thousand, five hundred dollars and no cents (\$465,500.00).

I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

mjr

Michael J. Romano
Deputy Commissioner



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

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

Date 10-7-21

MJR/md

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: **The North Utica Senior Citizens Recreation Center, Inc.**
50 Riverside Drive
Utica, New York 13502

Title of Activity or Service: Fiscal Intermediary Services Amendment

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

**Client Population/Number to
be Served:** **Oneida County residents aged 60+**

- (a) Caregiver Support Program Emergency Respite Service:**
Approximately fifty (50) clients are expected to be in need of respite services.
- (b) Community Living Program (CLP):**
Approximately forty (40) elderly and disabled individuals most at risk for Medicaid spend down and Nursing Home Placement.
- (c) Alzheimer’s Associations Respite Grant:**
Approximately forty (40) scholarships are available for clients with Alzheimer’s or a related disorder in need of respite services.

Summary Statements

1) Narrative Description of Proposed Services

- (a) Caregiver Support Program Emergency Respite Services** addresses the immediate, intermittent respite needs for a caregiver and care receiver.
- (b) Community Living Program (CLP)** will provide Oneida County with the ability to develop a flexible consumer directed model of service to allow clients to remain in their community.
- (c) Alzheimer’s Association Respite Grant** will address the immediate, intermittent respite needs for caregivers and care receivers who suffer from Alzheimer’s or related disorder.

2) Program/Service Objectives and Outcomes:

- (a) Caregiver Support Program Emergency Respite Services** will provide support service activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community.
- (b) Community Living Program (CLP)** will link individuals 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.
- (c) Alzheimer’s Association Respite Grant** will provide support services activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers of clients with Alzheimer or another related disease.

3) Program Design and Staffing: N/A

Total Funding Requested: \$465,500.00

Account # A6772.495135
A6774.495.99
A6772.495149

Oneida County Dept. Funding Recommendation: \$465,500.00

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

- **Caregiver Respite Program (III E) (#A6772.495135) \$78,000.00**
Federal: 75% (\$58,500.00) State: UMN (\$95,000) County: 25%(\$19,500.00)
- **Community Living Program (CLP)(#A6774.49599) \$112,000.00**
Federal: 0% (\$0) State: 75% (\$84,000.00) County: 25% (\$28,000.00)
State UMN: (\$45,000.00)
- **Alzheimer’s Association Respite Grant (#A6772.495135) \$135,500.00**
Federal: 0% (\$0) State: 100% (\$135,500.00) County: 0% (\$0)

Cost Per Client Served: N/A

Is this service mandated? Yes

Past Performance Data: The agency has been providing this service since 2016 and the Department is happy with its performance.

O.C. Department Staff Comments: BIPP Caregiver was removed for the 2019 contract.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

FN 20 21-280

October 5, 2021

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear Mr. Picente:

I am submitting the 2021 – 2022 Annual Implementation Plan (Four Year Plan) for Oneida County Office for the Aging and Continuing Care, for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

This document contains both narrative and budget pages essential for the Oneida County Office for the Aging and Continuing Care funding application to the New York State Office for the Aging (NYSOFA).

The total amount of this contract is \$5,031,374.00, with \$1,962,064.00 (Federal); \$1,988,026.00 (State); \$834,308.00 (County) and \$246,976.00 (Other).

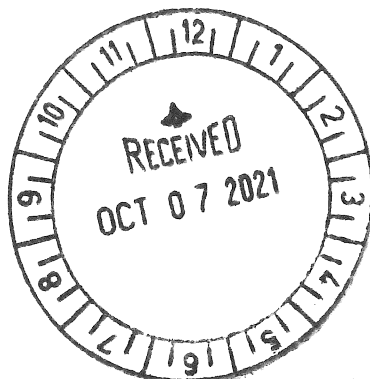
I am available at your convenience should you have any questions regarding this Agreement.

Sincerely,

Michael J. Romano
Deputy Commissioner

MJR/md

Enclosure



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

Anthony J. Picente, Jr.
County Executive

Date 10-7-21

Oneida Co. Department: Office for Aging

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: (NYSOFA) New York State Office for the Aging

Title of Activity or Service: Annual Implementation Plan (AIP)/ Four Year Plan
Annual Update

Proposed Dates of Operation: April 1, 2021 through March 31, 2022

Client Population/Number to be Served: 12,000

Summary Statements:

1) Narrative Description of Proposed Services

Oneida County Office for the Aging and Continuing Care funding application to the New York State Office of the Aging (NYSOFA)

2) Program/Service Objectives and Outcomes:

This document, including applications and attachments, fulfills the "Area Plan" requirements under the Older Americans Act, as amended, and the "County Plan" requirements under Section 214 of the New York State Elder Law

3) Program Design and Staffing

N/A

Total Funding Requested: \$ 5,031,374.00 **Account #:** N/A

Oneida County Dept. Funding Recommendation: \$ 5,031,374.00

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

Federal: \$1,962,064.00 State: \$1,988,026.00 County: \$834,308.00 Other: \$246,976.00

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This represents an update to the four-year planning document.



ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue ♦ Utica, New York 13501-2975
315-798-5742 ♦ Fax: 315-798-6425

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

October 12, 2021

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

FN 20 21-281

HEALTH & HUMAN SERVICES

RE: Workforce Development Contracts

Dear County Executive Picente:

WAYS & MEANS

Attached please find two Board Packets for Workforce Development contracts. One is for the City of Sherrill and the other is for the City of Rome. These contracts are the proposed templates for the two types of College Corps agreements: one in which the County reimburses the employer for the cost of the interns; and the other in which the County is reimbursed by the vendor for the cost of the interns.

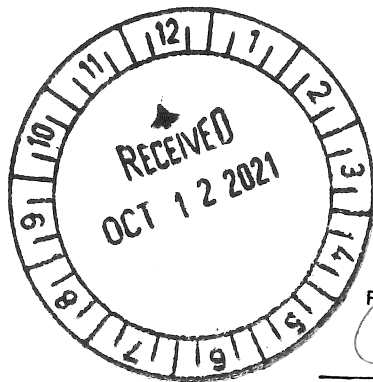
These contracts involve the employment of Oneida County college students during the summer months. We prepare these for signature in advance of start of the employment of the students. The contracts were returned to us later than we prefer for Board approval.

I would respectfully request that the attached contract packets be forwarded to the Board of Legislators for approval.

Thank you for your assistance in this matter.

Very truly yours,

Peter M. Rayhill, Esq.



PMR/rae
Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 10/12/21

Oneida Co. Department: Workforce Development

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: City of Rome
198 N. Washington Street
Rome, NY 13440

Title of Activity or Service: College Corps Program

Proposed Dates of Operation: May 1, 2021 – September 30, 2021

Client Population/Number to be Served: 18 interns

Summary Statements

- 1) **Narrative Description of Proposed Services:** The program will provide a work experience site for eligible interns.
- 2) **Program/Service Objectives and Outcomes:** The program will assist participants in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$24,221.16

Account # #J6363

Oneida County Dept. Funding Recommendation: \$24,221.16

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% from the employer

Cost Per Client Served: \$1,345.62

Past Performance Data: N/A

O.C. Department Staff Comments: This program has proven to be a successful partnership between Oneida County Workforce Development and employers in helping to showcase job opportunities for college students.

Mandated/Not Mandated: Not mandated

Oneida Co. Department: Workforce Development

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: City of Sherrill
377 Sherrill Road
Sherrill, NY 13461

Title of Activity or Service: College Corps Program

Proposed Dates of Operation: May 1, 2021 – September 30, 2021

Client Population/Number to be Served: 10 interns

Summary Statements

- 1) **Narrative Description of Proposed Services:** The program will provide a work experience site for eligible interns.
- 2) **Program/Service Objectives and Outcomes:** The program will assist participants in developing their workplace skills as well as learning about academic opportunities in high-demand sectors of the local economy.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$13,456.20

Account # #J6363

Oneida County Dept. Funding Recommendation: \$13,456.20

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% from the county

Cost Per Client Served: \$1,345.62

Past Performance Data: N/A

O.C. Department Staff Comments: This program has proven to be a successful partnership between Oneida County Workforce Development and employers in helping to showcase job opportunities for college students.



Griffiss International Airport

660 Hangar Road, Suite 223

Rome, NY 13441

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

EDWARD A. ARCURI
Commissioner

ANTHONY J. PICENTE, JR.
County Executive

October 13, 2021

FN 20

21-282

AIRPORT

WAYS & MEANS

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

RE: Lease Agreement - D.L.H. Properties, Inc., Hangar Space in Building 100 Dear

County Executive Picente:

Please consider acceptance of this Lease Agreement between Griffiss International Airport and D.L.H. Properties, Inc.

The lease agreement shall be for a period of one (1) year, commencing on October 1, 2021 and ending on September 30, 2021. Following the expiration of the initial term, each year for four (4) consecutive years, this Lease Agreement shall automatically renew for an additional one (1) year term. The revenue from the initial lease term shall be Eighteen Thousand Dollars. A three percent annual escalator shall apply to subsequent terms.

If you concur with this lease agreement, please sign and forward to the Board of Legislators for further consideration.

Sincerely,

Edward A. Arcuri
Commissioner of Aviation

EAA/rae

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

Anthony J. Picente, Jr.
County Executive

Date 10-18-21

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: D.L.H. Properties, Inc.
41 Church Street
Cortland, New York 13045

Title of Activity or Service: Lease

Proposed Dates of Operation: October 1, 2021 to September 30, 2022 (Initial Term)

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: This is a lease agreement for 3,659 +/- square feet of hangar space at 592 Hangar Road, Rome, New York in the building commonly referred to as Building 100. The lease has a one year initial term and automatically renews annually thereafter up four additional one-year terms, unless sooner terminated by the parties. A three percent escalator shall be applied to the annual rent for each subsequent renewal term.

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

3) Program Design and Staffing: N/A

Total Funding Requested: N/A -Revenue Account #: A1783.13

Oneida County Dept. Funding Recommendation: \$18,000.00 in revenue for the initial term.

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

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments:



ONEIDA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

October 19, 2021

FN 20 21-283

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

In response to the COVID-19 Pandemic, Oneida County was forced to make significant changes and improvements to security protocols and public access at the County Office Building in Utica. These changes have resulted in a significantly safer and more secure facility.

Long-term implementation of these changes will require an improved and expanded area for queuing and screening pedestrian traffic entering the facility. The only feasible option to provide additional space is enclosing the exterior canopy adjacent to the Park Avenue entrance. This would provide a climate controlled area for security screening that would create a secure perimeter outside of the first floor lobby.

Bonacci Architects prepared plans and specifications for the Plaza Deck renovation project, however, the project includes limited improvements to the exterior canopy. Therefore, a proposal was solicited and received from Bonacci Architects to prepare plans and specifications for enclosing the exterior canopy adjacent to the Park Avenue entrance. On August 4, 2021, the Oneida County Board of Acquisition & Contract accepted a proposal from Bonacci Architects for the aforementioned project with a lump sum fee in the amount of \$33,250.00

I recommend acceptance of said proposal with a lump sum fee in the amount of \$33,250.00. The fee summary follows.

Original Fee:	\$110,520.00	
Proposed Change Order No. 1 Fee:	\$33,250.00	(Park Ave. Canopy Enclosure)
Revised Total Fee:	\$143,770.00	

If you agree with this proposal, please forward Change Order No. 1 to Contract No. 86501 to the Oneida County Board of Legislators for approval.

Thank you for your consideration.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner

Enclosures

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

Anthony J. Picente, Jr.
 County Executive

Date 10-20-21

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:	Bonacci Architects, PLLC 110 Fulton Street Utica, NY 13501
Title of Activity of Service:	Professional Consulting Services Oneida County Office Building Parking Garage Rehabilitation Park Avenue Canopy Enclosure
Proposed Dates of Operation:	Start on Execution – 12/31/2022
Client Population/Number to be Served:	N/A

Summary Statements

1) Narrative Description of Proposed Services:

Enclosed is Change Order No. 1 to an agreement for professional consulting services with Bonacci Architects.

In response to the COVID-19 Pandemic, Oneida County was forced to make significant changes and improvements to security protocols and public access at the County Office Building in Utica. These changes have resulted in a significantly safer and more secure facility.

Long-term implementation of these changes will require an improved and expanded area for queuing and screening pedestrian traffic entering the facility. The only feasible option to provide additional space is enclosing the exterior canopy adjacent to the Park Avenue entrance. This would provide a climate controlled area for security screening that would create a secure perimeter outside of the first floor lobby.

On August 4, 2021, the Oneida County Board of Acquisition & Contract accepted a proposal from Bonacci Architects to prepare plans and specifications for the aforementioned project with a lump sum fee in the amount of \$33,250.00. The original fee was \$110,520.00, bringing the new total amount to \$143,770.00.

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

3) Program Design and Staffing: N/A

4)Funding

Account #: H-454

Total Funding Requested: \$143,770.00

Oneida County Dept. Funding Recommendation: \$143,770.00

Proposed Funding Sources	Federal:	\$0.00
	State:	\$0.00
	County:	\$143,770.00
	Other:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

September 15, 2021

FN 20 21-284

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Oneida County executed an Energy Performance Program in 2014 for various energy conservation measures throughout Oneida County. Included in that program was the installation of a co-generation system at the Oneida County Correctional Facility. The equipment is a combined heat and power (CHP) unit that generates electricity and hot water. At that time, NYSERDA also provided a portion of the funding.

Aegis Energy Services, Inc. installed the system and has provided system maintenance for the initial run period beginning in 2016 to the present, a timeframe of five (5) years. To ensure continued and uninterrupted services, a new service agreement is now required. The attached agreement is estimated to cost approximately \$104,720.00. The actual cost is based on run-time. Adjustments will be made quarterly.

Please consider the enclosed service maintenance agreement for the above co-generation system. If it meets with your satisfaction, please forward to the Board of Legislators for consideration and approval at their next meeting.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



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

Anthony J. Picente, Jr.
 County Executive

Date 9-23-21

Oneida County Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor:	AEGIS Energy Services, LLC 59 Jackson Street Holyoke, MA 01040
Title of Activity of Service:	Service Maintenance Agreement
Proposed Dates of Operation:	Upon Execution – 12/31/2025
Client Population/Number to be Served:	N/A
Mandated or Non-mandated:	Non-mandated

Summary Statements

1) Narrative Description of Proposed Services:

Enclosed is a service and maintenance agreement for the co-generation system located at the Oneida County Correctional Facility. The equipment is a combined heat and power (CHP) unit that generates electricity and hot water. The attached agreement is estimated to cost approximately \$104,720.00 using the following estimate table, using a quarterly estimate of 2000 hours runtime:

Year	Cost/hour	Total
2021	\$2.37	\$18,960
2022	\$2.49	\$19,920
2023	\$2.61	\$20,880
2024	\$2.74	\$21,920
2025	\$2.88	\$23,040
TOTAL		\$104,720

The actual cost is based on realized run-time. Adjustments will be made quarterly.

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

3) Program Design and Staffing: N/A

4)Funding

Account #:	A1620.493
Total Funding Requested:	\$104,720.00
Oneida County Dept. Funding Recommendation:	\$104,720.00

Proposed Funding Sources	Federal:	\$ 0.00
	State:	\$0.00
	County:	\$104,720.00
	Other:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None



**ONEIDA COUNTY DEPARTMENT OF
WATER QUALITY & WATER POLLUTION CONTROL**
51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

October 7, 2021

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

FN 20 21-285

PUBLIC WORKS

WAYS & MEANS

Re: NYSDEC Consent Order R620060823-67
Modification No. 2

Dear County Executive Picente:

The Department of Water Quality and Water Pollution Control, with the assistance of the Law Department, has been in discussion with the New York State Department of Environmental Conservation regarding the current Consent Order compliance deadline of December 31, 2021. Per our June 16, 2021 letter to NYSDEC Regional Director Randall Young (attached), we referenced program scheduling impacts due to the COVID-19 pandemic, numerous flooding events, and delays in completion of the new Sauquoit Creek Force Main construction due to unforeseen soil conditions. A request for a one (1) year extension to the compliance date was requested.

On Wednesday, October 6, a proposed modification to the Consent Order was transmitted by NYSDEC which grants our request for an extension of the compliance date to December 31, 2022, including an extension of the interim construction phase discharge limits.

NYSDEC has requested that the proposed Consent Order modification be executed and returned by Oneida County as soon as possible in order for the document to be processed by the state prior to the end of 2021. I respectfully request that this matter be considered by the Board of Legislators at their next regularly scheduled meeting. I am available to answer any questions that you or the Board may have.

Thank you for your consideration in this matter.

Sincerely

Karl E. Schrantz, PE
Commissioner

Attachment: Proposed Consent Order – Modification No. 2

cc: Peter Rayhill, Esq. – County Attorney
Robert Pronteau, Esq. – Assistant County Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 10-21-21



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

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr.
County Executive

Karl E. Schrantz, P.E.
Commissioner

June 16, 2021

Mr. Randall Young
Regional Director
NYS Department of Environmental Conservation
317 Washington Street
Watertown, NY 13601

Re: Oneida County
Consent Order No. R6-20060823-67

Dear Mr. Young:

Oneida County continues to make progress on the construction work in support of compliance with the above referenced Consent Order between the New York State Department of Environmental Conservation (NYSDEC) and Oneida County (County). To date, the County has completed 13 sanitary sewer rehabilitation projects and is in various stages of completion of the major upgrades to the Water Pollution Control Plant and supporting infrastructure. Final program costs are estimated to be on the order to \$380 million.

While every effort is being made to meet the December 31, 2021 Consent Order compliance date, the COVID-19 pandemic has created logistical difficulties with our construction projects over this past year which are expected to continue into the foreseeable future. In particular, I note the following:

- COVID-19 infections among Oneida County, Consultant Engineers, and Construction Contractor staff have caused disruption over the past year.
- Governor's Executive Orders caused businesses essential to our construction project to shut down for COVID-19 health and safety reasons.
- National shutdowns due to COVID-19 of manufacturing facilities who supply construction materials critical to the wastewater industry have caused a continued extensive delay in construction material deliveries in addition to unprecedented material cost spikes.
- Governor's Executive Orders established travel restrictions which severely hindered the ability for manufacturers' representatives to travel from out-of-state to Oneida County to assist with the start-up of new process equipment, including staff training.

In addition, the construction projects encountered the following impacts that resulted in lost time:

- Sauquoit Creek Pumping Station flooding events – 7/1/2017, 1/24/2019, and 10/31/2019
- Water Pollution Control Plant flooding event – 10/31/2019
- Grit Building No.3 – building flooding event – 6/1/2020
- Unforeseen soil conditions along the Sauquoit Creek force main route.
 - o 2-mile section of new force main had to be installed on piles. 2018-2019
 - o Micro tunnel subcontractor was unable to perform the tunneling work. Required change in design/construction approach. 6/2020

Considering the above impacts to our Consent Order compliance program, the County requests consideration by NYSDEC to extend the compliance date of the Consent Order to December 31, 2022. This will allow the

Mr. Randall Young
June 16, 2021
Page 2 of 2



County to continue to make exceptional progress during these unprecedented difficult times while working within the terms and conditions of the Consent Order.

Please feel free to contact Peter Rayhill or me should you have any questions or need additional information.

Sincerely,

Karl E. Schrantz, PE.
Commissioner

ecc: Anthony J. Picente, Jr. – Oneida County Executive
Peter M. Rayhill – Oneida County Attorney
Gregg Townsend - NYSDEC

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: New York State Department of Environmental Conservation

Title of Activity or Service: Consent Order R620060823-67
Modification No. 2

Proposed Dates of Operation: Thru December 31, 2022

Client Population/Number to be Served: 110,000 people

Summary Statements

1) Narrative Description of Proposed Services: Proposed time extension for the compliance date of the current NYSDEC Consent Order from December 31, 2021 to December 31, 2022. The time extension is intended to address project delays caused by the COVID-19 pandemic plus unforeseen conditions related to Sauquoit Creek Force Main project.

2) Program/Service Objectives and Outcomes: meet the compliance date requirements for the NYSDEC Consent Order.

3) Program Design and Staffing: N/A

Total Funding Requested: \$0.00 **Account #:** N/A

Oneida County Dept. Funding Recommendation: \$0.00

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

Cost Per Client Served: N/A

Mandated / Not Mandated: Mandated by Consent Order R6-20060823-67-M2

Past Performance Data: N/A

O.C. Department Staff Comments: The Department recommends the execution of this proposed Consent Order modification.

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

**ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY**

Name & Address of Vendor: New York State Department of Environmental Conservation

Title of Activity or Service: Consent Order R620060823-67
Modification No. 2

Proposed Dates of Operation: Thru December 31, 2022

Client Population/Number to be Served: 110,000 people

Summary Statements

- 1) Narrative Description of Proposed Services: Proposed time extension for the compliance date of the current NYSDEC Consent Order from December 31, 2021 to December 31, 2022. The time extension is intended to address project delays caused by the COVID-19 pandemic plus unforeseen conditions related to Sauquoit Creek Force Main project.
- 2) Program/Service Objectives and Outcomes: meet the compliance date requirements for the NYSDEC Consent Order.
- 3) Program Design and Staffing: N/A

Total Funding Requested: \$0.00 **Account #:** N/A

Oneida County Dept. Funding Recommendation: \$0.00

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

Cost Per Client Served: N/A

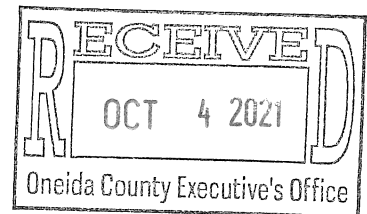
Mandated / Not Mandated: Mandated by Consent Order R6-20060823-67-M2

Past Performance Data: N/A

O.C. Department Staff Comments: The Department recommends the execution of this proposed Consent Order modification.

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**ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY
Scott D. McNamara
DISTRICT ATTORNEY**



Michael A. Coluzza
Chief Assistant District Attorney

Laurie Lisi
Steven G. Cox
Todd C. Carville
Michael R. Nolan
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry, III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall

Grant J. Garramone
Executive Administrative Assistant

FN 20 21-286

PUBLIC SAFETY

WAYS & MEANS

Maria Murad Blais
Rebecca G. Kelleher
Kimberly R. Sudakow
Evan A. Esswein
Erin E. Donovan
Sara D. Lupi
Jennifer M. Scholl
Angelo J. Partipelo
Michael A. LaBella
Amanda M. Tucciarone

September 30, 2021

County Executive Anthony Picente
800 Park Ave., 10th Floor
Utica, NY 13501

Dear County Executive,

I respectfully request that the Centralized Arraignment Part (CAP) Court stipend paid to my Assistant District Attorneys increase from \$100 to \$200. Currently, the CAP Court is a personal appearance court that requires my assistants to travel to the County Jail and be present at the court for the four (4) hour shift. This requirement can be in addition to their normal working shift. When the CAP court stipend was originally set, my assistants were "on call" and did not need to be present for four hours at the court. With the current requirement that my office be present at the court, the current rate is not consistent with the rate of pay my assistants receive.

I have drafted the policy below regarding the CAP court stipend. As you can see, I am making flex time an option however, with our current workload; flextime might not be realistic in all situations. In addition, I currently have an assistant assigned to this court. His work schedule is Wednesday thru Sunday. Thus, this stipend will only be applicable on Mondays, Tuesdays and other days when the assigned ADA is off. The ADA assigned to CAP court is not eligible for the stipend. Assuming no ADA covering CAP court was to select "flex time". The total cost would be approximately \$25,000. Under the old system, the cost was \$36,500.

Policy: Compensation for CAP Court in Person Coverage

For any Assistant District Attorney whose primary assignment is not Centralized Arraignment Part (CAP) Court, and who is required to cover in person CAP Court; such ADA shall choose one of the two following options:

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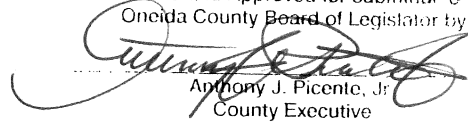
1. **Flex Time** - the Assistant District Attorney may flex up to the full four (4) hours session of CAP Court in the same workweek in which the CAP coverage took place. The manner in which the four (4) hours is flexed in that week is at the discretion of the District Attorney.
2. **Monetary Stipend** – the Assistant District Attorney may, as an alternative to using flextime, be compensated in the amount of two-hundred (\$200.00) dollars for each four hour C.A.P. Court session.

Assistant District Attorneys shall select one of these two option. If an ADA elects to “Flex” then (s)he is not eligible for the monetary stipend. Such selection shall be properly noted on such ADA’s time sheet.

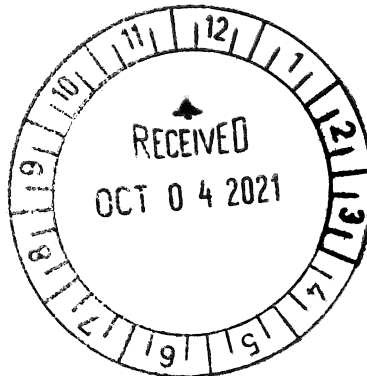
Thank you,


Scott D. McNamara

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


Anthony J. Picente, Jr.
County Executive

Date 10-4-21





Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

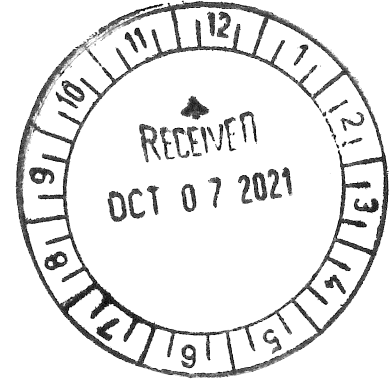
Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

October 5, 2021

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

FN 20 21-287
PUBLIC SAFETY
WAYS & MEANS



Dear County Executive Picente:

Due to the increased recruiting effort currently taking place for the Oneida County Sheriff's Office, there is a need for additional funds for pre-employment physicals, drug testing, polygraphs and psychological testing, account #A351.4951 (Other Expenses). These additional funds would be supported by unanticipated revenue in A2717 (Telephone Commissions).

Therefore, I respectfully request the following 2021 supplemental appropriation be considered at the next Board of Legislator's Meeting.

To Account: A3151.4951 Other Expenses \$35,000

Supported by Unanticipated Revenue in:

From Account: A2717 Telephone Commissions \$35,000

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.

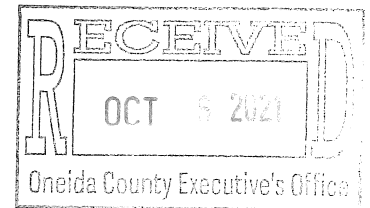
Sincerely,

Robert M. Maciol, Sheriff

Cc: Tom Keeler, Budget Director

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

Anthony J. Picente, Jr.
County Executive
Date 10-7-21





Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

October 6, 2021

FN 20 21-288

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

There have been unanticipated expenses for Covid-19 testing and pharmacy contract overage charges. Therefore, there is a need for additional funds for the account #A3150.197 (Inmate Medical Services). These additional funds would be supported by unanticipated revenue in A2266 (Reimb State Prisoners).

Therefore, I respectfully request the following 2021 supplemental appropriation be considered:

To Account: A3150.197 Medical Services \$220,000

Supported by Unanticipated Revenue in:

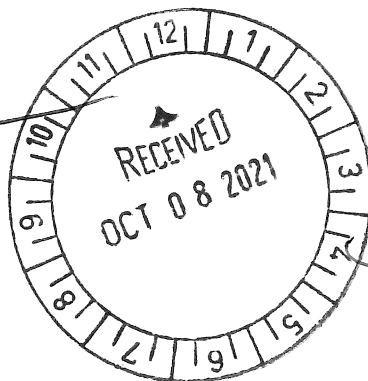
From Account: A2266 Reimb State Prisoners-Jail \$220,000

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, Sheriff

Cc: Tom Keeler, Budget Director



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

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

Date 10-8-21



Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

September 17, 2021

FN 20 21-289

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

There is a need for additional funds for the account #A3110.451 (Automotive Supplies). These additional funds would be supported by unanticipated revenue in A2717 (Telephone Commissions).

Therefore, I respectfully request the following 2021 supplemental appropriation be considered:

To Account: A3110.451 Automotive Supplies \$40,000

Supported by Unanticipated Revenue in:

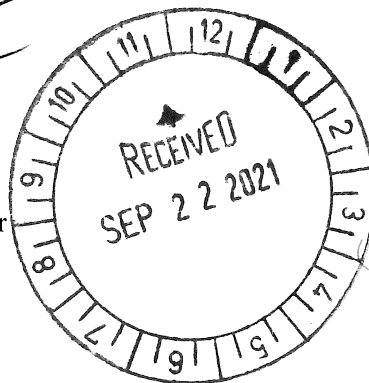
From Account: A2717 Telephone Commissions \$40,000

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, Sheriff

Cc: Tom Keeler, Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 9-22-21



Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

October 18, 2021

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

FN 20 21-290

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of an Agreement with Utica City School District for the 2021-2022 school year. This Agreement is for twenty (20) part-time Special Patrol Officers (SPOs) to be utilized within the Utica School facilities to increase law enforcement presence, to decrease the number of incidents at the school, and to ensure building safety and security measures are in place and are followed by students, staff, parents and other visitors. The total amount of this Agreement will be approximately \$434,232.00, based upon the District's proposed usage of 20 part-time Special Patrol Officers for a period of 37 weeks with 400 maximum person-hours per week total. The current hourly rate, including benefits, is set at \$29.34. The district will be responsible for 50% of the costs.

This agreement is proposed as the template for the remaining school districts which reimburse the County at a rate of fifty percent. These districts include Adirondack, Remsen, Vernon-Verona-Sherrill and Oneida Herkimer BOCES, the total costs which will vary according to the number of officers assigned to each district. I respectfully request that if the same meets with your approval, that you forward it to the Board of Legislators for their consideration.

Thank you for your continued support.

Sincerely,

Robert M. Maciol
Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 10-19-21



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 Co. Department: Sheriff's Office

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: Utica City School District
106 Memorial Parkway
Utica, NY 13501

Title of Activity or Service: Special Patrol Officer Initiative

Proposed Dates of Operation: September 1, 2021- August 31, 2022

Client Population/Number to be Served: Members of the Utica City School District

Summary Statements

1) **Narrative Description of Proposed Services:** Use of Special Patrol Officers at the Utica City School District buildings. Hiring 20 part-time Special Patrol Officers to ensure that the buildings safety and security measures are in place and being followed by students, staff, parents and other visitors to the buildings.

2) **Program/Service Objectives and Outcomes:** Give students role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to all students and staff.

3) **Program Design and Staffing:** 20 part-time SPO's during the 2021-2022 school year.

Total Funding Requested: \$434,232.00

Account # A2735.1 (Revenue)
A3121 (expense)

Maximum number of person-hours shall not exceed four hundred per week, distributed among 20 SPOs. The hourly rate, including benefits is \$29.34.

50% reimbursed by the school.

Oneida County Dept. Funding Recommendation: \$217,116.00

Proposed funding sources (Federal\$/State\$/County\$): Utica Schools will reimburse 50% of the costs.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Utica Schools will reimburse the Sheriff's Office for 50% of the cost of the part-time Special Patrol Officers. These 20 SPOs will rotate at the Utica City School buildings.

**SCHOOL DISTRICT SPECIAL PATROL OFFICER AGREEMENT
BETWEEN
ONEIDA COUNTY, through the ONEIDA COUNTY SHERIFF'S OFFICE,
and
the UTICA CITY SCHOOL DISTRICT**

THIS AGREEMENT, made and entered into, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York 13424, hereinafter referred to as the "OCSO," and the Utica City School District, a political subdivision of the State of New York, with its principal offices located at 106 Memorial Parkway, Utica, New York 13501, hereinafter referred to as the "District" (each individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the District has a need for an intensive and coordinated approach to creating a safe and secure setting for the educational process to take place; and

WHEREAS, the District desires to engage the services of safety officers, known as Special Patrol Officers ("SPOs"), to provide a uniformed presence in the designated schools as a deterrent to criminal behavior on the school campus, and to promote a greater sense of safety and security within the school environment; and

WHEREAS, the OCSO is desirous of providing personnel to the District's Special Patrol Officer Initiative to be utilized as SPOs at the times and places hereinafter indicated; and

WHEREAS, the County, through the OCSO, and the District agree that the Parties' goals are the following:

1. To establish a staff of part-time SPOs consisting of experienced and trained retired law enforcement officers, as prescribed in NYS General Municipal Law Section 209-v, to perform the duties of a County Special Patrol Officer, which is detailed in the attached Exhibit A- Job Specification of Special Patrol Officer and made a part hereof;
2. To increase the physical law enforcement presence within the District facilities;
3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To ensure that the facilities' safety and security measures in place are being followed by students, staff, parents, and other visitors within the District; and

WHEREAS, the County, through the OCSO, and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SPOs in the District;

NOW THEREFORE, in exchange for the consideration hereinafter stated, the OCSO, the County, and the District agree as follows:

1. **Assignment of the SPOs.** The OCSO shall assign twenty (20) uniformed officers as SPOs to serve in the District according to a schedule established by mutual agreement between the OCSO and the District. The aggregate number of hours that SPOs are assigned to the District shall not exceed a total of 400 hours per week. The OCSO will schedule SPOs to be on site at District campuses when requested by the District during the Term of this Agreement (as defined below in Section 2). The OCSO will provide substitute coverage when the designated SPOs are absent. The SPOs will wear the uniforms issued by OCSO, including a firearm and all other equipment authorized and issued by the OCSO, when acting in the capacity of an SPO at the District.

2. **Term of Agreement.** The Term of this Agreement begins on September 1, 2021 and expires on August 31, 2022, without notice, unless terminated earlier as provided in this Agreement (the "Term").

3. **Compensation.**

- a. **Basic Payment.** The County agrees to pay the SPO's current hourly rate of \$26.50 per hour and employment benefits in accordance with the applicable salary schedules or allocations, rules, policies and employment practices of the County, subject to reimbursement by the District as detailed herein.
- b. The current hourly rate due from the District to the County, which includes all wages and benefits is \$29.34 per hour.
- c. The Parties agree that the County will pay fifty percent (50%) of the costs of the SPOs through the Community Safety Initiative while the District is providing in-person class instruction to students present in the classroom, and the District shall pay to the County fifty percent (50%) of costs incurred by the OCSO during the Term of this Agreement for all hours worked by the SPOs during the school day, to include payroll taxes and all other associated costs, such as, but not limited to, Disability Insurance and Workers' Compensation Insurance. The District also agrees to pay the County for fifty percent (50%) of hours spent by the SPOs undergoing mandatory training to maintain eligibility as SPOs.
 - i. The Parties agree that the County will not be responsible for the fifty percent (50%) payment if the District does not have students present at full capacity in accordance with their standard scheduled in-person school day (as defined in the "District's Reopening Plan") as may occur as a result of the COVID-19 pandemic and its aftermath. Circumstances in which the County will not be responsible for the fifty percent (50%) payment may include, but not be limited to, make-up classes, individual testing, one-on-one learning, tutoring, etc.

- ii. In the event the District is not providing in-person class instruction and students are not present in District buildings at full capacity, and the District desires to have SPOs present, the OCSO will provide such requested SPOs, provided that one hundred percent (100%) of the costs of such SPOs shall be the responsibility of the District. The County will not provide the fifty percent (50%) assistance if there are not students receiving in-person classroom instruction at the District.
- d. The County shall provide the District with notice of any new rates of pay and/or fringe benefits within ten (10) days of a change in pay rates by resolution of the County Board of Legislators. The new pay rates shall become effective upon the date specified by the County Board of Legislators. The estimated pay rates for compensation under this Agreement shall be adjusted, and the actual pay rates reconciled with payments made as of the effective date of the pay rate change, and the Parties acknowledge that any future resolution of the County Board of Legislators changing the pay rates could include retroactive increases to the pay rates for which the District will be responsible, and that the same may be ratified after the expiration of this Agreement. In the event that such reconciliation results in a credit to the District, it shall be applied to offset subsequent payments due, and if such adjustment results in an amount due the County, it shall be included in the next payment or paid within thirty (30) days of receipt of a demand by the County with itemized billing if the increase is ratified after the expiration of this Agreement.
- e. Any time spent by SPOs that is not related to the interests of the District will not be charged to the District.
- f. Incidental and Unrelated Costs. Incidental costs, such as ongoing training costs, shall be covered by the County. Any time spent by the SPOs that is not related to the interest of the District will not be considered time worked for the District, and shall not be reimbursed by the District.
- g. Additional Hours. Should the District, upon request of the principal or designee, wish to have any SPO be present at times over and above the regular school day hours agreed upon by the Parties, the District will be billed based on the applicable hourly rate at the time. The District shall be responsible for one hundred percent (100%) of this additional cost, and will be billed by the OCSO accordingly. The District must schedule these additional hours with the OCSO Deputy Sheriff Patrol – Sergeant at least one week prior to the need for these additional hours.
- h. Travel Costs. In the event the SPOs incur travel costs between District facilities during the school day, the District shall reimburse the OCSO at the IRS standard mileage rate at the time of travel upon receipt of an invoice. Travel costs shall be paid in accordance with (h) below.
- i. Billing & Payment. The OCSO shall submit an invoice for payment of the Agreement fee to the District on a bi-weekly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the County the sum due in each invoice within thirty (30) days of receipt of the same.

4. Supervision of the SPOs. The OCSO agrees to have a designated Deputy Sheriff Patrol - Sergeant responsible for supervising SPOs to facilitate scheduling, cover absences, and/or supply

support as needed by the District on site at the designated District campuses each day that school is in session during the Term of this Agreement. The Deputy Sheriff Patrol - Sergeant shall coordinate his or her activities at the District with the principal or designee. The Deputy Sheriff Patrol - Sergeant will be designated by the OCSO to act in such capacity, and will be under the supervision of a Deputy Sheriff Patrol - Lieutenant.

5. Duties of the SPOs. The SPOs duties shall be as follows:

- a. Provide for the security and safety of all students, staff, and visitors.
- b. Protect school property and maintain order in and around the school site.
- c. Report all violations of law, school rules, regulations, or policies to District administration so that District administration may take appropriate disciplinary measures.
- d. Enforce New York State laws, rules, and regulations.
- e. Act as liaisons with police and fire officials.
- f. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property.
- g. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds.
- h. Become familiar with all hidden recesses in the building and check them periodically.
- i. Become familiar with the Student Code of Conduct so that violations may be immediately reported to District administration so the District may take appropriate disciplinary measures (SPOs shall not act as school disciplinarians).
- j. Maintain post integrity by being highly visible at all times and refraining from unnecessary fraternization with other SPOs and employees of the District.
- k. Report for duty in a timely manner. In the event an SPO is absent from work, the SPO shall notify the designated Deputy Sheriff Patrol - Sergeant. The OCSO shall then provide the District with a replacement SPO. The OCSO shall notify the Superintendent of the District that the SPO will be absent and shall notify the principal of that school of the replacement SPO.
- l. Question any individual not having appropriate identification to ascertain his or her status.
- m. When requested, participate in meetings with school officials, parents, or the District School Board to assist in developing policy and procedures concerning school safety.
- n. The SPOs shall comply with all State and Federal laws as well as all of the rules, regulations, policies, and procedures related to investigations, interviews, and search and arrest procedures of the OCSO.
- o. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, including, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots.
- p. The SPOs are prohibited from detaining or questioning students about their immigration status.

- q. The SPOs shall not take any action that would be considered student discipline. The SPO role is primarily providing for safety and security of all students, staff, and visitors. Any and all student disciplinary actions are delegated to District administration in accordance with New York Education Law § 2801-a(10).
- r. The SPOs shall meet all of the obligations above without discriminating on the basis of race, color, sex, national origin, or membership in any other protected class.

6. Responsibilities of the OCSO. The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all Parties herein that the OCSO will retain tactical control of all of the SPOs. SPOs shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the Law Enforcement Division of the OCSO.

The OCSO further agrees as follows:

- a. To provide SPOs who;
 - i. Meet the requirements as prescribed in NYS General Municipal Law Section 209-v;
 - ii. Shall possess sufficient knowledge of the applicable Federal, State, and local laws and regulations;
 - iii. Demonstrate a broad base of knowledge regarding youth, social issues, and the criminal justice system; and
 - iv. Meet all education and experience requirements set forth by Oneida County and New York State.
- b. The District may request from the OCSO that certain individuals not be assigned to the District if it is determined by the District that the SPO does not meet the qualifications as listed above. The OCSO will honor these requests to the fullest extent possible.
- c. OCSO will use best efforts to provide SPOs to appropriately cover the District's facilities in accordance with a schedule agreed to by the OCSO and the District.
- d. OCSO will ensure the SPOs submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus.
- e. OCSO will cooperate with the District to implement the SPO program with the least possible disruption to the educational process.

7. District's Responsibilities. The District agrees to:

- a. Implement the SPO program in accordance with guidelines established herein by the Parties;
- b. Designate an employee as the school representative, through which day-to-day business contact will be conducted with the SPOs;
- c. Provide the SPOs with full access to school facilities, personnel, and students;
- d. Ensure that school personnel, school board members, students, and parents are informed of the duties and presence of the SPOs on campus;

- e. Provide suitable accommodations (i.e., desk and chair) at the main entrance of each school building;
- f. Evaluate the program and administer an annual assessment of the program;
- g. Make recommendations and program adjustments as appropriate;
- h. Reporting of Crimes: If District personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, a school official shall notify the SPOs. In the event of an emergency or the absence of the SPOs, the District shall be responsible for dialing 911. Once notified of the occurrence of a crime, the SPOs will complete the applicable reports in conformance with OCSO rules, regulations, policy, and procedures. The SPOs shall also complete any applicable report in conformance with the District's policy, regulations, or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPOs will notify the appropriate OCSO supervisory personnel and request their services for a police response.

8. Confidentiality and Disclosure of Records.

- a. Confidentiality. The County, OCSO, and the District agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, OCSO, and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addenda A-1 and A-2 are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal, and teacher information from disclosure.
- c. HIV-Related Information.
 - i. Non Discrimination. The County, OCSO, and the assigned SPOs and any substitute SPOs shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
 - ii. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:
"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the OCSO shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- e. The Parties agree that all records must be maintained no less than the minimum period of time as set forth in the ED-1 Records Retention & Disposition Schedule or LGS-1 Records Retention & Disposition Schedule, as adopted by the District, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. This subdivision shall survive termination of this Agreement.

9. Requirements of New York State Education Law Section 2-d.

- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII"), as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPOs. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under the Agreement. Upon expiration of this Agreement, the SPOs and/or substitute SPOs must securely destroy or return all PII to the District that remains in the SPO's or substitute SPO's possession.
- b. If PII is disclosed to the SPOs and/or substitute SPOs by the District for purposes of the SPOs providing services to the District, the SPOs and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the Laws of 2014), as well as any implementing regulations and/or any data privacy policy adopted by the District:
 - i. Any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on Federal and State law governing confidentiality of such data prior to receiving access;
 - ii. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - iii. Not use the education records for any other purposes than those explicitly authorized in this Agreement;
 - iv. Except for authorized representatives of the third party contractor to the extent they are carrying out the Agreement, not disclose any PII to any other party:
 - A. Without prior written consent of the parent or eligible student; or
 - B. Unless required by statute or court order and the party provides a notice of the disclosure to the County, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - v. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody; and

- vi. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- c. The Parents' Bill of Rights and the attachment to the Parents' Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.

10. Resolution of Issues/Termination.

- a. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement with a thirty (30) day notice.
- b. If programmatic issues occur that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- c. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
- d. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other Party at said Party's designated address for reasons other than those described in (a)-(c) above.
- e. If this Agreement is terminated for any reason, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPOs' services up to the effective termination date of the Agreement.
- f. The Parties shall use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance and the District must proceed diligently with payment therefor. Each Party waives any dispute or claim not made in writing and received by the other Party within sixty (60) days of the discovery of the claim, or within sixty (60) days of when such claim should have reasonably

been discovered. Any claims for monetary damages must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

11. **Independent Contractors.** It is expressly understood and agreed that the legal status of the OCSO and its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPOs be deemed employees of the District. Neither Party shall be an agent of or otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the SPOs, as its employees, would otherwise be entitled by law, and all necessary insurances for its employees, including workers' compensation and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions, subject to reimbursement for the same by the District pursuant to Section 3 hereinabove.

12. **Indemnification & Insurance.**

- a. The District agrees to indemnify, save, and hold harmless the County, their agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at its own cost, such action or proceeding.
- b. The County agrees to indemnify, save, and hold harmless the District, its agents, officers, servants, employees, and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the OCSO, its agents, servants, employees, or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.
- c. The District 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 or death with regard to any property or persons. The District 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. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
 - A. 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.

- B. 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.
 - ii. Workers' Compensation and Employer's Liability
 - A. Statutory limits apply.
 - iii. Automobile Liability
 - A. Business Auto Liability with limits of at least \$1,000,000 each accident.
 - B. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - C. Oneida County shall be included as additional insured on the Business Auto Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis.
 - iv. Commercial Umbrella
 - A. Umbrella limits must be at least \$5,000,000.
 - B. Umbrella coverage must include the County as an additional insured.
 - C. Umbrella coverage for the 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.
 - v. Waiver of Subrogation: The District waives all rights against the County, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Auto Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
 - vi. Certificates of Insurance: Prior to the start of any work, the District shall provide certificates of insurance to County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Policies. These certificates 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 thirty (30) days prior written notice has been given to the County.

13. **No Special Duty.** Nothing in this Agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The OCSO cannot promise or guarantee crime prevention, safety, or security.

14. **Suspension of Work.**

- a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interests of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such

suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.

- b. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event, such as the COVID-19 pandemic. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

15. **Notice.** All notices to the County should be sent to:

Oneida County- Law Department
800 Park Avenue
Utica, New York 13501

With a copy sent to OCSO at:

Oneida County Sheriff's Office
6065 Judd Road
Oriskany, New York 13424

All notices to the District should be sent to:

Utica City School District
106 Memorial Parkway
Utica, New York 13501

16. **Advice of Counsel.** 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.

17. **Assignment.** No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of all Parties.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

19. **Severability.** In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

20. **Entire Agreement.** The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addenda A-1 (Parents' Bill of Rights), Addenda A-2 (Attachment to The Parents' Bill of Rights), Exhibit A (Job Specification of Special Patrol Officer) and Exhibit B (Standard Oneida County Conditions). This Agreement shall be binding upon both Parties when fully signed and executed and upon approval of the appropriate governing bodies.

*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the County and the District have caused this Agreement to be executed as of the date below.

For Oneida County

Anthony J. Picente, Jr.
County Executive

Date

For Utica City School District

Bruce Karam
Bruce J. Karam
Superintendent

10/5/21
Date

Approved

Amanda L. Cortese-Kolasz, Esq.
Deputy County Attorney - Administration

EXHIBIT A

Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Protective Service: Sworn
Revised: 09/10/15

SPECIAL PATROL OFFICER

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for maintaining order and providing security for publicly owned property. Persons employed in this class shall have all the powers of a peace officer, as set forth in section 2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons on such premises. The work is performed under general supervision of the Oneida County District Attorney, Oneida County Sheriff's Office, or other designated Oneida County law enforcement agent. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Provides security by standing in and patrolling public buildings;
Protects and guards the public and employees in the designated publicly-owned property;
Physically restrains unruly individuals;
Escorts law enforcement agents, juries and witnesses to and from the courtroom;
Provides general information to visitors on premises ;
Checks to insure that all necessary documents and identifications are in order;
Safeguards public property;
Provides assistance in emergency situations;
Maintains and updates records as required;
Prepares incident reports;
Distributes and posts appropriate documents and materials.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of procedures and practices for protecting and safeguarding buildings and property; good knowledge of the powers of a peace officer; ability to maintain order; ability to perform first aid; ability to exercise judgment and common sense in stressful situations; ability to carry out established security procedures in case of fire, bomb threat or other emergency situations; ability to observe detail, remember facts and information and evaluate situations; ability to understand oral and written instructions and apply information, rules, regulations and procedures to specific situations; ability to prepare brief written communications; ability to communicate information orally to the public or related personnel; ability to use self-defense, restraint techniques and security equipment.

continued...

SPECIAL PATROL OFFICER

page two

MINIMUM QUALIFICATIONS: Retired member of a police or sheriff's department, or division of state police, or retired former corrections, parole or probation officer.

NOTE: In accordance with Section 209-v of General Municipal Law, a retiree who had permanent competitive class status in one of the above listed occupations may be reinstated to a Special Patrol Officer position without further examination.

SPECIAL REQUIREMENTS TO CARRY OR POSSESS FIREARMS: Special Patrol Officers may not carry or possess firearms while on duty unless authorized to do so by the Appointing Authority and a license has been issued pursuant to Section 400.00 of Penal Law (Section 2.10.37 of Criminal Procedure Law). Where possession of the license is required, eligibility for and continued possession of the license is required for appointment.

Adopted: 06/13/12

Revised: 06/29/12, 09/10/15

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EXHIBIT B - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 20____, 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.

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

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

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

3. CERTIFICATIONS 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:

i. 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,

an 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.

- ii. 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.
 - iii. 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,
- i. 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 contract 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 indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;
 - ii. 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:
 - i. 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 ongoing 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), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, 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) and (F), above.

ii. 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 that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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:
 - i. 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;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. 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;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. 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

- ix. 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 permanently 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:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. 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
- iii. 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 any 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes 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 payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish to meet with the approval of the County.

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

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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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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 (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

ADDENDA A-1

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in prekindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

A. What are the essential parents' rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child's student records?

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents' Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent's identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents' rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of

data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (iv) (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is coog@dos.ny.gov, and their telephone number is (518) 474-2518.

C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information

1. What "educational agencies" are included in the requirements of Education Law §2-d?

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
 - a public elementary or secondary school;
 - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
 - an approved provider of preschool special education services;
 - any other publicly funded pre-kindergarten program;
 - a school serving children in a special act school district as defined in Education Law 4001; or
 - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;
- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name¹;

¹ Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

(f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

(g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

(A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.

○ PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.

○ However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.

(B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.

○ This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

○ NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.

- The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.
- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access a complete list of all student data elements collected by NYSED, at NYSED Student Data Elements, or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
- Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.
 - When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers,

superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

5. Must additional elements be included in the Parents' Bill of Rights.?

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?

Education Law §2-d provides very specific protections for contracts with "third party contractors", defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term "third party contractor" also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an "educational agency."

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

7. What steps can and must be taken in the event of a breach of confidentiality or security?

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational

agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

8. Data Security and Privacy Standards

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

9. No Private Right of Action

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

ADDENDA A-2

Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend their child's or their education record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII

from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already

enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
315-798-5780 ♦ Fax: 315-798-6415
E-Mail: jtimpano@ocgov.net

FN 20 21-291

Memo

Tony
To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *Joe*
Date: October 18, 2021
Re: Bond Refunding

WAYS & MEANS

Please find attached a proposed bond refunding resolution for 2014 outstanding securities. Total outstanding bonds to be refunded have a par value of \$15,145,000. The new bonds will have a par value of \$13,585,000. The new debt service will result in an anticipated cash savings of \$1,115,434 over the term of the new bonds which mature in 2039.

If adopted, this will be my 8th bond refunding. The prior seven transactions refunded \$77,115,000 in bonds for cash savings of \$4,777,474.

If you are in agreement with my proposal, please forward these documents to the full board to be acted upon at their November 10, 2021 County Board meeting.

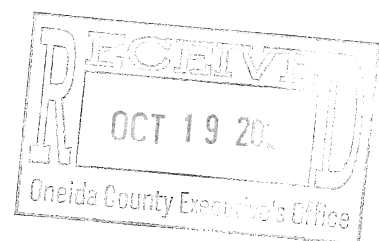
As always, thanks for your support in this matter.

Reviewed and Approved for submission
Oneida County Board of Legislators by

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

Date 10-19-21

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Yuriy Rybalkin, Auditor III



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**INTRODUCTORY
NO. _____**

F.N. 2021-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

REFUNDING BOND RESOLUTION DATED NOVEMBER 10, 2021.

A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE COUNTY OF ONEIDA, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, the County of Oneida, New York (hereinafter, the "County") heretofore issued \$26,755,000 Public Improvement (Serial) Bonds, 2014, pursuant to various bond resolutions to pay the cost of capital improvements, as further described in the bond determinations certificate of the Comptroller dated May 27, 2014 (hereinafter referred to as the "Bond Determinations Certificate"), such Public Improvement (Serial) Bonds, 2014, being dated May 27, 2014 with remaining maturities on May 15 in the years 2022 through 2039, both inclusive, as more fully described in the Bond Determinations Certificate (the "Refunded Bonds"); and

WHEREAS, it would be in the public interest to refund all or a portion of the outstanding principal balance of the Refunded Bonds maturing in 2023 and thereafter (the "Refunded Bonds") by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will only be undertaken if it results in present value savings in debt service as required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

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

Section 1. For the object or purpose of refunding the outstanding principal balance of the Refunded Bonds as more fully set forth in the Refunding Financial Plan (hereinafter defined), including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of such

Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on such Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, as well as any prepayment premium, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, and (iv) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$15,600,000 refunding serial bonds of the County pursuant to the provisions of Section 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$13,585,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues. The Refunding Bonds shall each be designated substantially "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BOND" together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be numbered with the prefix R-22 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi-annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the Comptroller pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph a of Section 57.00 of the Local Finance Law pursuant to subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that

such Refunding Bonds may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the Comptroller shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the County by lot in any customary manner of selection as determined by the Comptroller. Notice of such call for redemption shall be given by notice to the registered owners not less than thirty (30) days prior to such date. Notice of redemption having been given as aforesaid, the bonds so called for redemption shall, on the date for redemption set forth in such call for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the County shall terminate its participation in such Book-Entry-Only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to DTC, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the Comptroller as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to

the registered owners of the Refunding Bonds as shown on the registration books of the County maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or last day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the Comptroller providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the Comptroller as fiscal agent of the County for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The Comptroller, as chief fiscal officer of the County, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said County, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the County, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form; provided, however, that the Comptroller is also hereby authorized to name the Comptroller as the Fiscal Agent in connection with the Refunding Bonds if said Refunding Bonds are issued in non-certificated form.

The Comptroller is hereby further delegated all powers of this County Legislature with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the County by the manual or facsimile signature of the Comptroller, and its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Comptroller shall determine. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each object or purpose for which such Refunded Bonds were issued is as specified in the Bond Determinations Certificate which is incorporated herein by reference;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the respective period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of paragraph c of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit A attached hereto and made a part of this resolution. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth on Exhibit A attached hereto and made a part of this resolution. This County Legislature recognizes that the Refunding Bonds may be issued in one or more series, and for only portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the County will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto as Exhibit A. The Comptroller is hereby authorized and directed to determine the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the Comptroller; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The Comptroller shall file a copy of his certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the Clerk of the County Legislature not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The Comptroller is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or

trust companies, located and authorized to do business in this State as said Comptroller shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said County of Oneida, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said County a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the County to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section 90.10 of the Local Finance Law, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the County shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an

“arbitrage bond” as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the County hereby elects to call in and redeem each Refunded Bond which the Comptroller shall determine to be refunded at the earliest call date available. The sum to be paid therefor on such redemption date shall be the par value thereof, as provided in the Refunded Bond Certificate, and the accrued interest to such redemption date. The Escrow Holder for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the County in the manner and within the times provided in the Refunded Bond Certificate. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Holder to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds shall be sold at private sale to such Underwriter as shall be determined by the Comptroller for purchase prices to be determined by the Comptroller, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds.

Section 11. The Comptroller and all other officers, employees and agents of the County are hereby authorized and directed for and on behalf of the County to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the Comptroller and all powers in connection thereof are hereby delegated to the Comptroller.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

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

3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspapers of said County, together with a notice of the Clerk of the Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

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Refunding of 05/27/2014 bonds (05/15/2023 - 2039)
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REFUNDING HIGHLIGHTS

County of Oneida, New York
 Refunding Bonds
 Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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 AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Dated/Delivery Date	02/17/2022
Refunding Bond Par Amount	13,585,000.00
Bond Arbitrage Yield	1.687074%
Escrow Yield	0.039006%
Refunded Bonds Par Amount	15,145,000.00
Net PV Savings	933,349.53
% Savings of Refunded Bonds	6.1628%

Date	FY Savings
12/31/2022	10,253.06
12/31/2023	63,775.00
12/31/2024	64,787.50
12/31/2025	63,837.50
12/31/2026	65,406.25
12/31/2027	66,450.00
12/31/2028	62,925.00
12/31/2029	66,425.00
12/31/2030	64,193.75
12/31/2031	65,337.50
12/31/2032	65,975.00
12/31/2033	66,087.50
12/31/2034	66,287.50
12/31/2035	61,675.00
12/31/2036	66,443.75
12/31/2037	65,475.00
12/31/2038	63,800.00
12/31/2039	66,300.00
	1,115,434.31

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SOURCES AND USES OF FUNDS

County of Oneida, New York
Refunding Bonds
Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Dated Date 02/17/2022
Delivery Date 02/17/2022

Sources:

Bond Proceeds:	
Par Amount	13,585,000.00
Premium	2,028,410.90
	<hr/>
	15,613,410.90

Uses:

Refunding Escrow Deposits:	
Cash Deposit	20.79
SLGS Purchases	15,375,777.00
	<hr/>
	15,375,797.79

Delivery Date Expenses:	
Cost of Issuance	100,000.00
Underwriter's Discount	81,510.00
Bond Insurance	53,681.95
	<hr/>
	235,191.95

Other Uses of Funds:	
Additional Proceeds	2,421.16
	<hr/>
	15,613,410.90

SUMMARY OF REFUNDING RESULTS

County of Oneida, New York
Refunding Bonds
Refunding of 05/27/2014 bonds (05/15/2023 - 2039)
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AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Dated Date	02/17/2022
Delivery Date	02/17/2022
Arbitrage yield	1.687074%
Escrow yield	0.039006%
Bond Par Amount	13,585,000.00
True Interest Cost	2.204874%
Net Interest Cost	2.369886%
All-In TIC	2.307780%
Average Coupon	4.323217%
Average Life	7.337
Par amount of refunded bonds	15,145,000.00
Average coupon of refunded bonds	3.378716%
Average life of refunded bonds	7.320
PV of prior debt to 02/17/2022 @ 2.067420%	16,544,339.27
Net PV Savings	933,349.53
Percentage savings of refunded bonds	6.162757%

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SAVINGS

County of Oneida, New York
Refunding Bonds
Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 02/17/2022 @ 2.0674198%
05/15/2022	232,243.75	152,534.44	79,709.31		79,309.56
11/15/2022	232,243.75	301,700.00	-69,456.25		-68,400.85
12/31/2022				10,253.06	
05/15/2023	1,777,243.75	1,651,700.00	125,543.75		122,371.13
11/15/2023	212,931.25	274,700.00	-61,768.75		-59,591.78
12/31/2023				63,775.00	
05/15/2024	1,802,931.25	1,684,700.00	118,231.25		112,897.30
11/15/2024	193,056.25	246,500.00	-53,443.75		-50,510.53
12/31/2024				64,787.50	
05/15/2025	1,433,056.25	1,326,500.00	106,556.25		99,677.61
11/15/2025	176,781.25	219,500.00	-42,718.75		-39,552.22
12/31/2025				63,837.50	
05/15/2026	1,451,781.25	1,354,500.00	97,281.25		89,148.74
11/15/2026	159,250.00	191,125.00	-31,875.00		-28,911.46
12/31/2026				65,406.25	
05/15/2027	1,479,250.00	1,391,125.00	88,125.00		79,113.87
11/15/2027	139,450.00	161,125.00	-21,675.00		-19,259.56
12/31/2027				66,450.00	
05/15/2028	1,504,450.00	1,431,125.00	73,325.00		64,487.11
11/15/2028	118,975.00	129,375.00	-10,400.00		-9,052.90
12/31/2028				62,925.00	
05/15/2029	1,528,975.00	1,464,375.00	64,600.00		55,657.13
11/15/2029	97,825.00	96,000.00	1,825.00		1,556.27
12/31/2029				66,425.00	
05/15/2030	562,825.00	501,000.00	61,825.00		52,181.89
11/15/2030	90,268.75	87,900.00	2,368.75		1,978.83
12/31/2030				64,193.75	
05/15/2031	570,268.75	507,900.00	62,368.75		51,569.17
11/15/2031	82,468.75	79,500.00	2,968.75		2,429.58
12/31/2031				65,337.50	
05/15/2032	577,468.75	514,500.00	62,968.75		51,005.33
11/15/2032	73,806.25	70,800.00	3,006.25		2,410.18
12/31/2032				65,975.00	
05/15/2033	583,806.25	520,800.00	63,006.25		49,996.72
11/15/2033	64,881.25	61,800.00	3,081.25		2,420.02
12/31/2033				66,087.50	
05/15/2034	594,881.25	531,800.00	63,081.25		49,037.19
11/15/2034	55,606.25	52,400.00	3,206.25		2,466.93
12/31/2034				66,287.50	
05/15/2035	600,606.25	542,400.00	58,206.25		44,326.38
11/15/2035	46,068.75	42,600.00	3,468.75		2,614.56
12/31/2035				61,675.00	
05/15/2036	611,068.75	547,600.00	63,468.75		47,350.00
11/15/2036	35,475.00	32,500.00	2,975.00		2,196.75
12/31/2036				66,443.75	
05/15/2037	615,475.00	552,500.00	62,975.00		46,025.20
11/15/2037	24,600.00	22,100.00	2,500.00		1,808.43
12/31/2037				65,475.00	
05/15/2038	634,600.00	572,100.00	62,500.00		44,748.13
11/15/2038	12,400.00	11,100.00	1,300.00		921.24
12/31/2038				63,800.00	
05/15/2039	632,400.00	566,100.00	66,300.00		46,502.45
12/31/2039				66,300.00	
	19,009,418.75	17,893,984.44	1,115,434.31	1,115,434.31	930,928.37

Savings Summary

PV of savings from cash flow	930,928.37
Plus: Refunding funds on hand	2,421.16
Net PV Savings	<u>933,349.53</u>

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BOND PRICING

County of Oneida, New York
 Refunding Bonds
 Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Bond Component:								
	05/15/2022	5,000	3.000%	0.770%	100.542			
	05/15/2023	1,350,000	4.000%	0.820%	103.928			
	05/15/2024	1,410,000	4.000%	0.870%	106.940			
	05/15/2025	1,080,000	5.000%	0.980%	112.805			
	05/15/2026	1,135,000	5.000%	1.120%	116.037			
	05/15/2027	1,200,000	5.000%	1.300%	118.697			
	05/15/2028	1,270,000	5.000%	1.460%	121.052			
	05/15/2029	1,335,000	5.000%	1.600%	123.167			
	05/15/2030	405,000	4.000%	1.720%	117.453			
	05/15/2031	420,000	4.000%	1.800%	116.783 C	2.002%	05/15/2030	100.000
	05/15/2032	435,000	4.000%	1.840%	116.450 C	2.198%	05/15/2030	100.000
	05/15/2033	450,000	4.000%	1.870%	116.201 C	2.352%	05/15/2030	100.000
	05/15/2034	470,000	4.000%	1.910%	115.870 C	2.488%	05/15/2030	100.000
	05/15/2035	490,000	4.000%	1.940%	115.622 C	2.598%	05/15/2030	100.000
	05/15/2036	505,000	4.000%	1.970%	115.375 C	2.693%	05/15/2030	100.000
	05/15/2037	520,000	4.000%	2.000%	115.129 C	2.776%	05/15/2030	100.000
	05/15/2038	550,000	4.000%	2.030%	114.883 C	2.849%	05/15/2030	100.000
	05/15/2039	555,000	4.000%	2.060%	114.638 C	2.914%	05/15/2030	100.000
		13,585,000						

Dated Date	02/17/2022	
Delivery Date	02/17/2022	
First Coupon	05/15/2022	
Par Amount	13,585,000.00	
Premium	2,028,410.90	
Production	15,613,410.90	114.931254%
Underwriter's Discount	-81,510.00	-0.600000%
Purchase Price	15,531,900.90	114.331254%
Accrued Interest		
Net Proceeds	15,531,900.90	

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BOND DEBT SERVICE

County of Oneida, New York
 Refunding Bonds
 Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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 AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/15/2022	5,000	3.000%	147,534.44	152,534.44	
11/15/2022			301,700.00	301,700.00	
12/31/2022					454,234.44
05/15/2023	1,350,000	4.000%	301,700.00	1,651,700.00	
11/15/2023			274,700.00	274,700.00	
12/31/2023					1,926,400.00
05/15/2024	1,410,000	4.000%	274,700.00	1,684,700.00	
11/15/2024			246,500.00	246,500.00	
12/31/2024					1,931,200.00
05/15/2025	1,080,000	5.000%	246,500.00	1,326,500.00	
11/15/2025			219,500.00	219,500.00	
12/31/2025					1,546,000.00
05/15/2026	1,135,000	5.000%	219,500.00	1,354,500.00	
11/15/2026			191,125.00	191,125.00	
12/31/2026					1,545,625.00
05/15/2027	1,200,000	5.000%	191,125.00	1,391,125.00	
11/15/2027			161,125.00	161,125.00	
12/31/2027					1,552,250.00
05/15/2028	1,270,000	5.000%	161,125.00	1,431,125.00	
11/15/2028			129,375.00	129,375.00	
12/31/2028					1,560,500.00
05/15/2029	1,335,000	5.000%	129,375.00	1,464,375.00	
11/15/2029			96,000.00	96,000.00	
12/31/2029					1,560,375.00
05/15/2030	405,000	4.000%	96,000.00	501,000.00	
11/15/2030			87,900.00	87,900.00	
12/31/2030					588,900.00
05/15/2031	420,000	4.000%	87,900.00	507,900.00	
11/15/2031			79,500.00	79,500.00	
12/31/2031					587,400.00
05/15/2032	435,000	4.000%	79,500.00	514,500.00	
11/15/2032			70,800.00	70,800.00	
12/31/2032					585,300.00
05/15/2033	450,000	4.000%	70,800.00	520,800.00	
11/15/2033			61,800.00	61,800.00	
12/31/2033					582,600.00
05/15/2034	470,000	4.000%	61,800.00	531,800.00	
11/15/2034			52,400.00	52,400.00	
12/31/2034					584,200.00
05/15/2035	490,000	4.000%	52,400.00	542,400.00	
11/15/2035			42,600.00	42,600.00	
12/31/2035					585,000.00
05/15/2036	505,000	4.000%	42,600.00	547,600.00	
11/15/2036			32,500.00	32,500.00	
12/31/2036					580,100.00
05/15/2037	520,000	4.000%	32,500.00	552,500.00	
11/15/2037			22,100.00	22,100.00	
12/31/2037					574,600.00
05/15/2038	550,000	4.000%	22,100.00	572,100.00	
11/15/2038			11,100.00	11,100.00	
12/31/2038					583,200.00
05/15/2039	555,000	4.000%	11,100.00	566,100.00	
12/31/2039					566,100.00
	13,585,000		4,308,984.44	17,893,984.44	17,893,984.44

PRIOR BOND DEBT SERVICE

County of Oneida, New York
 Refunding Bonds
 Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/15/2022			232,243.75	232,243.75	
11/15/2022			232,243.75	232,243.75	
12/31/2022					464,487.50
05/15/2023	1,545,000	2.500%	232,243.75	1,777,243.75	
11/15/2023			212,931.25	212,931.25	
12/31/2023					1,990,175.00
05/15/2024	1,590,000	2.500%	212,931.25	1,802,931.25	
11/15/2024			193,056.25	193,056.25	
12/31/2024					1,995,987.50
05/15/2025	1,240,000	2.625%	193,056.25	1,433,056.25	
11/15/2025			176,781.25	176,781.25	
12/31/2025					1,609,837.50
05/15/2026	1,275,000	2.750%	176,781.25	1,451,781.25	
11/15/2026			159,250.00	159,250.00	
12/31/2026					1,611,031.25
05/15/2027	1,320,000	3.000%	159,250.00	1,479,250.00	
11/15/2027			139,450.00	139,450.00	
12/31/2027					1,618,700.00
05/15/2028	1,365,000	3.000%	139,450.00	1,504,450.00	
11/15/2028			118,975.00	118,975.00	
12/31/2028					1,623,425.00
05/15/2029	1,410,000	3.000%	118,975.00	1,528,975.00	
11/15/2029			97,825.00	97,825.00	
12/31/2029					1,626,800.00
05/15/2030	465,000	3.250%	97,825.00	562,825.00	
11/15/2030			90,268.75	90,268.75	
12/31/2030					653,093.75
05/15/2031	480,000	3.250%	90,268.75	570,268.75	
11/15/2031			82,468.75	82,468.75	
12/31/2031					652,737.50
05/15/2032	495,000	3.500%	82,468.75	577,468.75	
11/15/2032			73,806.25	73,806.25	
12/31/2032					651,275.00
05/15/2033	510,000	3.500%	73,806.25	583,806.25	
11/15/2033			64,881.25	64,881.25	
12/31/2033					648,687.50
05/15/2034	530,000	3.500%	64,881.25	594,881.25	
11/15/2034			55,606.25	55,606.25	
12/31/2034					650,487.50
05/15/2035	545,000	3.500%	55,606.25	600,606.25	
11/15/2035			46,068.75	46,068.75	
12/31/2035					646,675.00
05/15/2036	565,000	3.750%	46,068.75	611,068.75	
11/15/2036			35,475.00	35,475.00	
12/31/2036					646,543.75
05/15/2037	580,000	3.750%	35,475.00	615,475.00	
11/15/2037			24,600.00	24,600.00	
12/31/2037					640,075.00
05/15/2038	610,000	4.000%	24,600.00	634,600.00	
11/15/2038			12,400.00	12,400.00	
12/31/2038					647,000.00
05/15/2039	620,000	4.000%	12,400.00	632,400.00	
12/31/2039					632,400.00
	15,145,000		3,864,418.75	19,009,418.75	19,009,418.75

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SUMMARY OF BONDS REFUNDED

County of Oneida, New York
 Refunding Bonds
 Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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 AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2014, 2014, SERIAL:					
	05/15/2023	2.500%	1,545,000.00	05/15/2022	100.000
	05/15/2024	2.500%	1,590,000.00	05/15/2022	100.000
	05/15/2025	2.625%	1,240,000.00	05/15/2022	100.000
	05/15/2026	2.750%	1,275,000.00	05/15/2022	100.000
	05/15/2027	3.000%	1,320,000.00	05/15/2022	100.000
	05/15/2028	3.000%	1,365,000.00	05/15/2022	100.000
	05/15/2029	3.000%	1,410,000.00	05/15/2022	100.000
	05/15/2030	3.250%	465,000.00	05/15/2022	100.000
	05/15/2031	3.250%	480,000.00	05/15/2022	100.000
	05/15/2032	3.500%	495,000.00	05/15/2022	100.000
	05/15/2033	3.500%	510,000.00	05/15/2022	100.000
	05/15/2034	3.500%	530,000.00	05/15/2022	100.000
	05/15/2035	3.500%	545,000.00	05/15/2022	100.000
	05/15/2036	3.750%	565,000.00	05/15/2022	100.000
	05/15/2037	3.750%	580,000.00	05/15/2022	100.000
	05/15/2038	4.000%	610,000.00	05/15/2022	100.000
	05/15/2039	4.000%	620,000.00	05/15/2022	100.000
			15,145,000.00		

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ESCROW REQUIREMENTS

County of Oneida, New York
Refunding Bonds
Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Period Ending	Interest	Principal Redeemed	Total
05/15/2022	232,243.75	15,145,000.00	15,377,243.75
	232,243.75	15,145,000.00	15,377,243.75

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ESCROW DESCRIPTIONS

County of Oneida, New York
Refunding Bonds
Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate	
Feb 17, 2022:	SLGS	Certificate	05/15/2022	05/15/2022	15,375,777	0.040%	0.040%
					15,375,777		

SLGS Summary

SLGS Rates File
Total Certificates of Indebtedness

05OCT21
15,375,777.00

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ESCROW STATISTICS

County of Oneida, New York
 Refunding Bonds
 Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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 AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 15,375,797.79	0.244	0.039006%	0.039006%	15,314,244.01	61,553.70	0.08
15,375,797.79				15,314,244.01	61,553.70	0.08

Delivery date 02/17/2022
 Arbitrage yield 1.687074%

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ESCROW SUFFICIENCY

County of Oneida, New York
Refunding Bonds
Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
02/17/2022		20.79	20.79	20.79
05/15/2022	15,377,243.75	15,377,242.96	-0.79	20.00
	15,377,243.75	15,377,263.75	20.00	

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BOND SUMMARY STATISTICS

County of Oneida, New York
 Refunding Bonds
 Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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 AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Dated Date	02/17/2022
Delivery Date	02/17/2022
Last Maturity	05/15/2039
Arbitrage Yield	1.687074%
True Interest Cost (TIC)	2.204874%
Net Interest Cost (NIC)	2.369886%
All-In TIC	2.307780%
Average Coupon	4.323217%
Average Life (years)	7.337
Weighted Average Maturity (years)	7.430
Par Amount	13,585,000.00
Bond Proceeds	15,613,410.90
Total Interest	4,308,984.44
Net Interest	2,362,083.54
Bond Years from Dated Date	99,670,777.78
Bond Years from Delivery Date	99,670,777.78
Total Debt Service	17,893,984.44
Maximum Annual Debt Service	1,931,200.00
Average Annual Debt Service	1,037,666.62

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	13,585,000.00	114.931	4.323%	7.337
	13,585,000.00			7.337

	TIC	All-In TIC	Arbitrage Yield
Par Value	13,585,000.00	13,585,000.00	13,585,000.00
+ Accrued Interest			
+ Premium (Discount)	2,028,410.90	2,028,410.90	2,028,410.90
- Underwriter's Discount	-81,510.00	-81,510.00	
- Cost of Issuance Expense		-100,000.00	
- Other Amounts	-53,681.95	-53,681.95	-53,681.95
Target Value	15,478,218.95	15,378,218.95	15,559,728.95
Target Date	02/17/2022	02/17/2022	02/17/2022
Yield	2.204874%	2.307780%	1.687074%

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PROOF OF ARBITRAGE YIELD

County of Oneida, New York
 Refunding Bonds
 Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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 AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Date	Debt Service	Present Value to 02/17/2022 @ 1.6870740164%
05/15/2022	152,534.44	151,909.32
11/15/2022	301,700.00	297,950.24
05/15/2023	1,651,700.00	1,617,526.96
11/15/2023	274,700.00	266,766.29
05/15/2024	1,684,700.00	1,622,358.38
11/15/2024	246,500.00	235,392.75
05/15/2025	1,326,500.00	1,256,132.16
11/15/2025	219,500.00	206,117.34
05/15/2026	1,354,500.00	1,261,278.38
11/15/2026	191,125.00	176,482.39
05/15/2027	1,391,125.00	1,273,802.09
11/15/2027	161,125.00	146,302.13
05/15/2028	1,431,125.00	1,288,597.34
11/15/2028	129,375.00	115,515.95
05/15/2029	1,464,375.00	1,296,569.58
11/15/2029	96,000.00	84,288.18
05/15/2030	4,896,000.00	4,262,739.48
	16,972,584.44	15,559,728.95

Proceeds Summary

Delivery date	02/17/2022
Par Value	13,585,000.00
Premium (Discount)	2,028,410.90
Arbitrage expenses	-53,681.95
Target for yield calculation	15,559,728.95

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PROOF OF ARBITRAGE YIELD

County of Oneida, New York
 Refunding Bonds
 Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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 AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Assumed Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity
BOND	05/15/2031	4.000%	1.800%	05/15/2030	100.000	1.8500258%
BOND	05/15/2032	4.000%	1.840%	05/15/2030	100.000	1.8916383%
BOND	05/15/2033	4.000%	1.870%	05/15/2030	100.000	1.9232143%
BOND	05/15/2034	4.000%	1.910%	05/15/2030	100.000	1.9648363%
BOND	05/15/2035	4.000%	1.940%	05/15/2030	100.000	1.9964819%
BOND	05/15/2036	4.000%	1.970%	05/15/2030	100.000	2.0280882%
BOND	05/15/2037	4.000%	2.000%	05/15/2030	100.000	2.0596547%
BOND	05/15/2038	4.000%	2.030%	05/15/2030	100.000	2.0913035%
BOND	05/15/2039	4.000%	2.060%	05/15/2030	100.000	2.1229120%

Rejected Call/Computation Dates for Premium Bonds

Bond Component	Maturity Date	Rate	Yield	Call Date	Call Price	Yield To Call/Maturity	Increase to Yield
BOND	05/15/2031	4.000%	1.800%			2.0473797%	0.1973539%
BOND	05/15/2032	4.000%	1.840%			2.2407070%	0.3490687%
BOND	05/15/2033	4.000%	1.870%			2.3927874%	0.4695732%
BOND	05/15/2034	4.000%	1.910%			2.5278443%	0.5630080%
BOND	05/15/2035	4.000%	1.940%			2.6364809%	0.6399991%
BOND	05/15/2036	4.000%	1.970%			2.7303222%	0.7022340%
BOND	05/15/2037	4.000%	2.000%			2.8122811%	0.7526264%
BOND	05/15/2038	4.000%	2.030%			2.8846264%	0.7933229%
BOND	05/15/2039	4.000%	2.060%			2.9489701%	0.8260581%

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AGGREGATE DEBT SERVICE

County of Oneida, New York
 Refunding Bonds
 Refunding of 05/27/2014 bonds (05/15/2023 - 2039)

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 AA Insured | AA- (Stable) Underlying | Not BQ | Callable

Date	Refunding Bonds Principal	Refunding Bonds Interest	Unrefunded Bonds Principal	Unrefunded Bonds Interest	Aggregate Principal	Aggregate Interest	Aggregate Debt Service	Annual Aggregate D/S
05/15/2022	5,000	147,534.44	1,525,000	19,062.50	1,530,000	166,596.94	1,696,596.94	
11/15/2022		301,700.00				301,700.00	301,700.00	
12/31/2022								1,998,296.94
05/15/2023	1,350,000	301,700.00			1,350,000	301,700.00	1,651,700.00	
11/15/2023		274,700.00				274,700.00	274,700.00	
12/31/2023								1,926,400.00
05/15/2024	1,410,000	274,700.00			1,410,000	274,700.00	1,684,700.00	
11/15/2024		246,500.00				246,500.00	246,500.00	
12/31/2024								1,931,200.00
05/15/2025	1,080,000	246,500.00			1,080,000	246,500.00	1,326,500.00	
11/15/2025		219,500.00				219,500.00	219,500.00	
12/31/2025								1,546,000.00
05/15/2026	1,135,000	219,500.00			1,135,000	219,500.00	1,354,500.00	
11/15/2026		191,125.00				191,125.00	191,125.00	
12/31/2026								1,545,625.00
05/15/2027	1,200,000	191,125.00			1,200,000	191,125.00	1,391,125.00	
11/15/2027		161,125.00				161,125.00	161,125.00	
12/31/2027								1,552,250.00
05/15/2028	1,270,000	161,125.00			1,270,000	161,125.00	1,431,125.00	
11/15/2028		129,375.00				129,375.00	129,375.00	
12/31/2028								1,560,500.00
05/15/2029	1,335,000	129,375.00			1,335,000	129,375.00	1,464,375.00	
11/15/2029		96,000.00				96,000.00	96,000.00	
12/31/2029								1,560,375.00
05/15/2030	405,000	96,000.00			405,000	96,000.00	501,000.00	
11/15/2030		87,900.00				87,900.00	87,900.00	
12/31/2030								588,900.00
05/15/2031	420,000	87,900.00			420,000	87,900.00	507,900.00	
11/15/2031		79,500.00				79,500.00	79,500.00	
12/31/2031								587,400.00
05/15/2032	435,000	79,500.00			435,000	79,500.00	514,500.00	
11/15/2032		70,800.00				70,800.00	70,800.00	
12/31/2032								585,300.00
05/15/2033	450,000	70,800.00			450,000	70,800.00	520,800.00	
11/15/2033		61,800.00				61,800.00	61,800.00	
12/31/2033								582,600.00
05/15/2034	470,000	61,800.00			470,000	61,800.00	531,800.00	
11/15/2034		52,400.00				52,400.00	52,400.00	
12/31/2034								584,200.00
05/15/2035	490,000	52,400.00			490,000	52,400.00	542,400.00	
11/15/2035		42,600.00				42,600.00	42,600.00	
12/31/2035								585,000.00
05/15/2036	505,000	42,600.00			505,000	42,600.00	547,600.00	
11/15/2036		32,500.00				32,500.00	32,500.00	
12/31/2036								580,100.00
05/15/2037	520,000	32,500.00			520,000	32,500.00	552,500.00	
11/15/2037		22,100.00				22,100.00	22,100.00	
12/31/2037								574,600.00
05/15/2038	550,000	22,100.00			550,000	22,100.00	572,100.00	
11/15/2038		11,100.00				11,100.00	11,100.00	
12/31/2038								583,200.00
05/15/2039	555,000	11,100.00			555,000	11,100.00	566,100.00	
12/31/2039								566,100.00
	13,585,000	4,308,984.44	1,525,000	19,062.50	15,110,000	4,328,046.94	19,438,046.94	19,438,046.94

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