



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

## EXPEDITED COMMUNICATIONS FOR DISTRIBUTION November 12, 2015

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

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ANTHONY J. PICENTE JR.  
County Executive



DENNIS S. DAVIS  
Commissioner

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

## Oneida County Department of Public Works

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

October 5, 2015

FN 20 15-363

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

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

**PUBLIC WORKS**

Anthony J. Picente, Jr.  
County Executive

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

Date 10/15/15

Proposals were received from interested consultants for construction inspection services associated with the 2015 Oneida County local bridge program. Potential projects include the following.

1. Replacement of Structure C1-70A, Taberg Road over Cobb Brook, Camden
2. Rehabilitation of Structure C2-39, Railroad St over Vaughn Brook, Marcy
3. Rehabilitation of BIN 3310590, River Road over Mad River, Florence
4. Replacement of Structure C3-70, Redfield Road over Trib. Mad River, Florence
5. Replacement of BIN 3311310, Mill Road over Hall Brook, Vienna
6. Rehabilitation of Structure C1-42A, Eureka Rd over Sucker Br., Westmoreland
7. Rehabilitation of Structure C3-52, Halsey Road over Black Cr., Whitestown
8. Rehabilitation of Structure C1-62, Lee Valley Rd over Sash Factory Cr., Lee
9. Rehabilitation of BIN 3311220, Blackman Cors. Rd. over Br. Stony Cr., Verona
10. Rehabilitation of BIN 3311390, Stone Road over Deans Creek, Westmoreland
11. Rehabilitation of BIN 3311430, Stone Road over Oriskany Cr., Whitestown

On April 8, 2015 the Oneida County Board of Acquisition & Contract accepted a proposal from C&S Engineers, Inc., with the following billable rate schedule and total estimated cost.

Chief Inspector (straight time)	\$79.25/hr.	2720 hrs.	\$215,560.00
Chief Inspector (over time)	\$59.25/hr.	680 hrs.	\$40,290.00
Project Manager	\$110.00/hr.	680 hrs.	\$74,800.00
Total Estimated Cost			\$330,650.00

Funding would be provided through Capital Project H-374, County Highway Bridge.

Please consider the enclosed contract with C&S Engineers, Inc. for a not-to-exceed fee of \$330,650.00 to provide construction inspection services. If acceptable, please forward to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis  
Commissioner



cc: Mark E. Laramie, PE, Deputy Commissioner

2.

Competing Proposal   X    
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## ONEIDA COUNTY BOARD OF LEGISLATORS

**Name of Proposing Organization:** C&S Engineers, Inc.  
499 Col. Eileen Collins Blvd.  
Syracuse, NY 13212

**Title of Activity or Service:** Professional Consulting Services

**Proposed Dates of Operation:** Start on Execution – 12/31/2016

**Client Population/Number to be Served:** N/A

**Summary Statements**

**1) Narrative Description of Proposed Services:**

Provide Construction Inspection services for reconstruction/rehabilitation of the following bridges and structures.

1. Replacement of Structure C1-70A, Taberg Road over Cobb Brook, Camden
2. Rehabilitation of Structure C2-39, Railroad St over Vaughn Brook, Marcy
3. Rehabilitation of BIN 3310590, River Road over Mad River, Florence
4. Replacement of Structure C3-70, Redfield Road over Trib. Mad River, Florence
5. Replacement of BIN 3311310, Mill Road over Hall Brook, Vienna
6. Rehabilitation of Structure C1-42A, Eureka Rd over Sucker Br., Westmoreland
7. Rehabilitation of Structure C3-52, Halsey Road over Black Cr., Whitestown
8. Rehabilitation of Structure C1-62, Lee Valley Rd over Sash Factory Cr., Lee
9. Rehabilitation of BIN 3311220, Blackman Cors. Rd. over Br. Stony Cr., Verona
10. Rehabilitation of BIN 3311390, Stone Road over Deans Creek, Westmoreland
11. Rehabilitation of BIN 3311430, Stone Road over Oriskany Cr., Whitestown

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

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

**Total Funding Requested:** \$330,650.00      **Account #:** H-498  
**Oneida County Dept. Funding Recommendation:** \$330,650.00  
**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$330,620.00 County

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

August 24, 2015

FN 20 15-364

GOVERNMENT OPERATIONS  
WAYS & MEANS

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

Dear Mr. Picente:

As you know the County has an agreement with Madison-Oneida BOCES for shared printing services for tax roll and tax billing documents as required and necessary to meet certain statutory and operational deadlines. The current inter municipal agreement with BOCES expires at the end of September. The agreement worked well and they did a good job at a savings for the taxpayers and the areas served were pleased with the timing & service. At our request, the Madison-Oneida BOCES is interested in renewing this inter municipal agreement.

Attached, please find an amendment extending the agreement for a period of five years.

Please consider this request at your earliest opportunity.

Sincerely,

Anthony Carvelli  
Commissioner of Finance



AC/bad

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

Anthony J. Picente, Jr.  
County Executive

cc: Peter M. Rayhill, County Attorney

Date 10/20/15

Oneida Co. Department: FINANCE

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:**

MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATIONAL  
SERVICES  
4937 Spring Road  
Verona, New York 13478

**Title of Activity or Service:**

Printing activities for tax rolls and tax bills

**Proposed Dates of Operation:**

October 1, 2015 through September 30, 2016, with up to, but not to exceed, five successive one-year renewals through September 30, 2021.

**Client Population/Number to be Served:** Oneida County property owners

**Summary Statements**

**1) Narrative Description of Proposed Services**

Printing of tax rolls & bills, etc., and related items

**2) Program/Service Objectives and Outcomes**

N/A

**3) Program Design and Staffing –**

N/A

**Total Funding Requested:** \$36,000

**Account #** A1311.4951  
A1312.4951

**Oneida County Dept. Funding Recommendation:** \$36,000

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

**Cost Per Client Served:** N/A

**Past Performance Data:**

**O.C. Department Staff Comments:**

5.

**AMENDMENT EXTENDING AND EXPANDING  
THE AGREEMENT FOR PRINTING SERVICES  
- ONEIDA COUNTY TAX BILLS -**

This Agreement entered into and effective as of September 30, 2015, by and between the MADISON-ONEIDA BOARD OF COOPERATIVE EDUCATIONAL SERVICES, with its principal place of business located at 4937 Spring Road, Verona, New York 13478-0168, (hereinafter referred to as "BOCES") and the COUNTY OF ONEIDA, NEW YORK, a municipal corporation having its office and principal place of business located at 800 Park Avenue, Utica, New York, (hereinafter referred to as "COUNTY"), consists of the following recitals, conditions and covenants:

RECITATIONS

WHEREAS, the COUNTY and BOCES entered into an intermunicipal agreement effective December 1, 2014 for the period of December 1, 2014 through September 30, 2015 (hereinafter, the "Original Agreement") which provided that BOCES would print tax rolls and tax billing documents for certain taxing jurisdictions within the COUNTY's boundaries for the disclosure and distribution to resident tax payers in a timely manner as required to meet statutory and operational deadlines; and

WHEREAS, the COUNTY and BOCES desire to extend the agreement for an additional period of time so that BOCES may continue to provide the same services to print the needed documents for certain assigned taxing jurisdictions and;

WHEREAS, the BOCES has the appropriate equipment, personnel and expertise to continue to provide the printing services to the same and additional taxing jurisdictions as required by the COUNTY in a professional, timely and cost effective manner; and

WHEREAS, the provision of such printing services by BOCES would be an efficient use of local government resources, would cooperatively assist in the coordination and management of tax billing, and would result in better cost control for both BOCES and the COUNTY, mutually benefiting both;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree that the Original Agreement shall be amended and/or extended as follows:

TERMS

1. Amended Schedules. The "Scope of Services" attached to the Original Agreement as "Schedule A", and the "Schedule of Compensation" attached to the Original Agreement as "Schedule B", shall be amended to reflect that the services will be provided by BOCES to COUNTY for each term during which this Agreement remains in effect. The Original Agreement is attached hereto as "Exhibit A" for reference. Schedules A and B, as amended, are attached hereto and incorporated by reference into the Agreement.
2. Term and Termination of Services. Paragraph 7.a. of the Original Agreement is hereby amended to read as follows:

6.

a. "This Agreement shall remain in effect for one year, commencing on October 1, 2015 and ending on September 30, 2016, at which time it shall be automatically renewed for the following year unless terminated by either party by written notice transmitted to the other party at least sixty (60) days immediately prior to the end of the current term. Such annual automatic renewals shall be limited to five (5) successive renewals, and in no event shall this Agreement extend beyond September 30, 2021, except by a new written Agreement entered into between the parties."

3. Remainder of Terms of Original Agreement To Remain Unchanged. Each and every remaining term of the Original Agreement shall remain unchanged except to the extent provided in this Amendment, and shall remain in effect throughout the terms as extended by this Amendment.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the dates hereinafter set forth. This agreement shall be effective as of the date first written above notwithstanding the actual date the signatures are affixed.

For Oneida County:

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

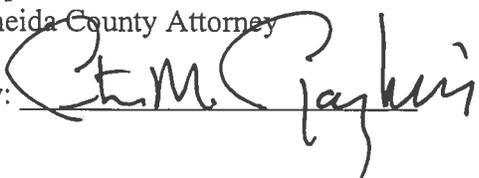
\_\_\_\_\_  
 Date

For Madison-Oneida Board of Cooperative Educational Services

\_\_\_\_\_  
 Patrick J. Baron  
 Board President

\_\_\_\_\_  
 Date

Approved as to Form  
 Oneida County Attorney

By: 



Schedule A  
Printing Services Contract

*Scope of Services*

The following shall be provided by COUNTY:

- All information and/or data necessary to produce printed annual tax rolls and tax bills for the Towns assigned. Such data shall be provided in an electronically stored format acceptable to BOCES as compatible for use with its electronic data processing and printing systems.
- Access to persons familiar with such data, and who can respond to inquiries and assist in the proper transfer and use of the data delivery device including the provision of any security codes, pins, or keys necessary to negotiate data security measures or decrypt the data for printing.
- Specifications for any materials, supplies and consumables which must be utilized in the printing of the rolls and bills. COUNTY may provide quantities of such supplies and consumables for use by BOCES in the production, packaging or delivery of the printed materials and avoid costs associated with procurement of same by BOCES.
- COUNTY may request additional printing for related items by specifying what it requests be printed and providing the data necessary to produce the document.

Upon receipt of the data and items from COUNTY, the BOCES shall:

- ✓ Process the data and print the rolls and tax bills in as expeditious and timely manner possible but not more than ten days after delivery to BOCES of the necessary data in proper format for printing;
- ✓ Print any additional items requested by COUNTY in connection with the billings such as notices or inserts in quantities requested;
- ✓ Maintain a proper count of printed pieces produced;
- ✓ Utilize the materials specified by COUNTY for the printed items, whether such materials are provided by COUNTY or purchased by BOCES;
- ✓ Purchase such materials and consumables needed for the work which are not provided by COUNTY;
- ✓ Collate and/or assemble printed rolls and bills as necessary for the intended use by COUNTY upon delivery;
- ✓ Package printed materials as needed for temporary storage and transportation;
- ✓ Provide all equipment and manpower as BOCES deems necessary to properly complete the printing operation;
- ✓ If requested, transport and deliver the printed materials as directed by COUNTY;
- ✓ Provide prompt invoicing in accordance with Schedule B for all materials purchased and work performed.

Amended Schedule B  
Printing Services Contract

*Schedule of Compensation*

Materials, supplies and consumables:

All materials, supplies and consumables purchased by BOCES for use in the completion of the print services under the Agreement shall be reimbursed by COUNTY to BOCES on a costs plus basis. Costs shall include: the actual price paid for required materials, supplies or consumables used in the project; plus the cost of shipping, delivery or transportation associated with picking up same, including any cost incurred to obtain the items on an expedited basis.

Transportation and Delivery costs:

All costs of transportation and delivery of printed materials shall be reimbursed by COUNTY to BOCES on a costs plus basis. Costs shall include personnel expenses including wages and employee benefit costs for the employee drivers used, plus mileage based upon the number of miles traveled for the most appropriate route used multiplied by the federal mileage reimbursement allowance for the current tax year. If delivery of printed materials is made by common carrier or courier, the actual cost of those services incurred by BOCES shall be invoiced as a separate item.

Printed items:

Printing work shall be invoiced on a per piece completed basis. A piece is defined as one page of material containing printed data. Compensation shall be at the rate per piece printed. Unless otherwise requested by COUNTY, the costs of materials, supplies, consumables, transportation and delivery may be included in the per piece charge invoiced in accordance with this Schedule.

Procedure:

COUNTY will submit a Work Request to BOCES specifying the type and amount of items required and indicating what, if any, materials it will provide for use by BOCES in producing the printed documents. The Work Request will also specify whether transportation and/or delivery are required including addresses for delivery. BOCES will supply COUNTY with a Price Sheet detailing expected rates and costs. COUNTY will return the signed Price Sheet, together with its Purchase Order or other such document directing BOCES to proceed with completion of the Work Request at the rates and costs specified. BOCES will invoice the COUNTY for the work performed upon completion of the work, at the rates and costs specified in the Price Sheet.



**ONEIDA COUNTY DEPARTMENT OF LAW**

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

**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

**PETER M. RAYHILL**  
COUNTY ATTORNEY

FN 20 15-366

November 4, 2015

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

**WAYS & MEANS**

Re: Sale of Oriskany Property to New York State

Dear Mr. Picente:

Pursuant to the terms of the Lease Agreement with the State of New York for the county property in Oriskany (the former Oneida County Airport), the State has elected to purchase the property for \$10 million. I have worked out the terms of an agreement of sale with the State's attorney. I have attached that agreement hereto for your consideration.

As this involves the sale of real property, the approval of the Board of Legislators is required. If the attached agreement meets with your approval, I respectfully request that it be forwarded on to the Board of Legislators for their consideration and approval.

Very truly yours,

*Peter M. Rayhill*  
Peter M. Rayhill



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

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

Date 11/4/15

**AGREEMENT OF PURCHASE**

THIS AGREEMENT made this                    day of                    , 2015, between County of Oneida, having its principal office and place of business at Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, hereinafter described as the "Seller", and the People of the State of New York acting by and through the Commissioner of General Services, having its office at Corning Tower Building, 41<sup>st</sup> Floor, Empire State Plaza, Albany, New York 12242, hereinafter described as the "Purchaser."

WITNESSETH

WHEREAS, Seller owns certain land in the County of Oneida which is suitable for use by the State of New York, and

WHEREAS, Purchaser is authorized, pursuant to Article 2, Section 27 of the Public Lands Law to acquire any real property which is deemed necessary for the implementation of accomplishment of any statutory purpose or function of the Purchaser, and

WHEREAS, Seller and Purchaser desire to enter into an Agreement whereby the Seller shall convey the Premises to the Purchaser, for the aforementioned purpose,

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, it is agreed as follows:

1.     **SALE**

Seller agrees to sell and convey to the Purchaser and the Purchaser agrees to acquire all those certain pieces or parcels of land together with all buildings and improvements thereon, situate in the Towns of Westmoreland and Whitestown, County of Oneida, comprising approximately one thousand one hundred nineteen (1119) acres more or less, which parcels of land are more accurately shown and described on Schedule A, attached hereto and made a part hereof, hereinafter referred to as the "Premises".

||

2. CONSIDERATION

The purchase price to be paid by Purchaser is Ten Million Dollars (\$10,000,000.00). If the transaction is fully consummated as contemplated by the terms and conditions of this Agreement, the purchase price shall be paid by Purchaser by certified check, bank draft or wire transfer of immediately available funds to the order of the Seller at the time of closing.

3. CONTINGENCIES

a. The Premises shall be transferred to the Purchaser upon fulfillment or satisfaction of the following conditions:

(i) This Agreement, pursuant to which the Seller shall convey the Premises, shall have been approved as to form and manner of execution by the Department of Law.

(ii) This Agreement, pursuant to which the Seller shall convey the Premises, shall have been approved by the State Comptroller.

(iii) The Purchaser and Seller shall have completed an Environmental Quality Review with respect to the conveyance of the Premises pursuant to and in accordance with the State Environmental Quality Review Act.

(iv) Receipt by Purchaser of a land title survey of the Premises reasonably acceptable to Seller and Purchaser, and paid for by Purchaser.

(v) Review and approval of a subdivision of land in the Towns of Westmoreland and Whitestown, as required.

(vi) Receipt by Purchaser of approval of the title of the Premises by the Department of Law.

(vii) Review and approval as to form and manner of execution by the Department of Law of the deed pursuant to which Seller shall convey the Premises to the Purchaser.

(viii) Receipt by Purchaser from its consultant of an environmental report relating to the existence of Hazardous Materials at, on, in or under the Premises, which test is reasonably acceptable to Purchaser. Environmental reports shall be conducted in accordance with the requirements of The American Society of Testing and Materials (ASTM) standards

for environmental assessments. At minimum, an ASTM compliant Phase I study shall be conducted.

4. REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER;  
RIGHT OF CANCELLATION

a. Seller warrants and represents to Purchaser as follows:

(i) The execution and delivery of this Agreement by Seller, and the consummation by Seller of the transaction contemplated hereby are within Seller's powers and all requisite action has been taken to make this agreement valid and binding upon Seller in accordance with its terms and conditions.

(ii) Neither the execution nor delivery of this Agreement by Seller nor its performance by Seller will conflict with or result in a violation or breach of any law, regulation, order, writ, or injunction of any court or governmental agency applicable to Seller, or of any term or condition of any indenture or other contract or agreement to which Seller is a party, or cause a default thereunder, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on the Premises pursuant to the terms of any such agreement.

(iii) Seller shall convey title at closing to the Premises by means of Warranty Deed with Lien covenant.

(iv) In the event a title objection is disclosed which is unacceptable to the Purchaser and which is curable by the Seller within a reasonable time, Seller shall make reasonable efforts to cure such defect.

(v) To the best of Seller's knowledge, Seller has not received notice of any suits, judgments, orders or violations relating to or at the Premises of any zoning, building, fire, health, pollution, environmental protection or waste disposal ordinance, code, law or regulation which has not been heretofore corrected.

(vi) There are no existing or outstanding service contracts with respect to all or any part of the Premises that extend beyond the closing date.

(vii) To the best of Seller's knowledge, the Premises comply with and conform to and obey all applicable laws, ordinances, rules, regulations and requirements existing at the date of closing.

(viii) The Premises shall be vacant at the date of closing, except for the property which is to be the subject of the Lease Agreement between the Seller and the Purchaser dated October 1, 2007 and that portion of Building 13 referenced in paragraph 5 c. below.

b. Seller warrants and represents to Purchaser, to the best of Seller's knowledge the following with respect to environmental matters:

(i) For the purpose of this Agreement the following definitions are used: "Law or Regulation" means and includes the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA" or the Federal Superfund Act) as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") 42 U.S.C. §§ 9601-9675; the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"); all applicable New York environmental laws; the Clean Water Act 33 U.S.C. § 1321 et seq.; the Clean Air Act 42 U.S.C. §§ 7401 et seq. all as amended, and any other existing federal, state, county, municipal, local or other statute, law, ordinance or regulation which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, law or ordinance; "Hazardous Materials" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous, toxic, or hazardous pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or contaminant in, or the release or disposal of which is regulated by, any Law or Regulation.

(ii) No Hazardous Material exists in the soils or groundwater at, on, in or under the Premises, and no Hazardous Material has been released or disposed of at, on, in or under the Premises that have not been previously disclosed to the Purchaser.

(iii) After due inquiry there are no past or present investigations, administrative proceedings, litigation, regulatory hearings or other action proposed, threatened or pending, alleging non-compliance with or violation of any Law or Regulation or relating to any required environmental permits relating to the Premises that have not been previously

disclosed to the Purchaser. Seller has not violated any Law or Regulation with respect to the Premises.

(iv) The Premises are not listed in the United States Environmental Protections Agency's National Priorities List of Hazardous Waste Sites or any other list, schedule, log, inventory or record of active or inactive hazardous waste sites maintained by any state, federal or local agency.

(v) There are no reports or investigations commissioned by Seller and relating to Hazardous Materials at the Premises.

(vi) There are not now any above ground or underground storage tanks located on or under the Premises.

If any representation or warranty of Seller shall be or be found to be false to a material degree, then Purchaser shall be entitled to terminate this agreement.

c. Purchaser represents and warrants to Seller as follows:

(i) The execution and delivery of this Agreement by Purchaser, after approval by the Department of Law and the State Comptroller, and the consummation by Purchaser of the transaction contemplated hereby are within Purchaser's powers and all requisite action has been taken to make this agreement valid and binding upon Purchaser in accordance with its terms and conditions.

(ii) Neither the execution nor delivery of this Agreement by Purchaser nor its performance by Purchaser will conflict with or result in a violation or breach of any law, regulation, order, writ, or injunction of any court or governmental agency applicable to Purchaser, or of any term or condition of any indenture or other contract or agreement to which Purchaser is a party, or cause a default thereunder, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on the Premises pursuant to the terms of any such agreement.

## 5. POSSESSION

a. Seller shall issue to Purchaser a revocable permit allowing possession and occupancy of the Premises from and after the date of this Agreement for the purpose of making surveys, tests, borings, and such engineering and environmental examinations of the

Premises (including but not limited to, investigation for the existence of Hazardous Materials) and such examinations of the books, records, contracts, agreements and other documents of Seller or any other public officials relating to the Premises, (hereinafter collectively the "Preparations and Examinations") as Purchaser deems necessary or advisable, and Seller will cooperate fully in allowing Purchaser to perform such Preparations and Examinations, which shall be done at reasonable times and under reasonable circumstances so as not to disturb Seller's use, occupation and possession of the Premises. Purchaser shall at its sole cost and expense immediately restore and repair any damage to the Premises as the result of such Preparations and Examinations.

b. Purchaser shall not permit the property to be liened. Purchaser shall not have authority to act for or on behalf of Seller in connection with work, services and any materials furnished relating to Preparations and Examinations. In the event of any lien, Purchaser shall have it removed and terminated or bonded within five (5) days of its recordation or Purchaser having notice of its existence, whichever is sooner.

c. Upon closing and transfer of title as provided for herein, Purchaser grants Seller the right to retain possession of that portion of the office space and storage space in Building 13 depicted in the attached Exhibit 1 for a period of 1 year commencing on the date of transfer of title, upon the express condition that Seller procure and maintain a General Comprehensive Liability insurance policy in the amount of \$1,000,000.00, which policy shall name Purchaser as an additional insured on a primary, non-contributory basis with a waiver of subrogation, if applicable. Seller and Purchaser, may by separate agreement, extend the right of possession on a month to month basis.

d. Upon closing and transfer of title as provided for herein, Purchaser grants Seller and its employees who meet the training prerequisites, the right to access and use all existing and future facilities at the Premises, including but not limited to, classrooms, firearm complex, Emergency Operations Center (EOC), Emergency Vehicle Operators Course (EVOC) and all other training programs that Purchaser may, from time to time, offer at the Premises. Access and use shall be provided at no cost to Seller or its employees. For the purposes of this paragraph, "employees" shall include all government municipalities, including towns, cities, villages or other similar government entities, located within the geographic boundaries of the County of Oneida. All access and use shall be in accordance

with established policies of the NYS Office of Homeland Security and shall not unreasonably interfere with the mission of the NYS Office of Homeland Security.

6. ENVIRONMENTAL RESPONSIBILITY – DUE DILIGENCE

a. For the purpose of conducting further investigation, Seller and Purchaser agree to a ninety (90) day due diligence period, said period to begin upon the approval of this Agreement by the Office of the State Comptroller.

b. That during the due diligence period, Purchaser will inspect the Premises, observe its physical characteristics and existing conditions and be afforded an opportunity to conduct such investigation and study on and of the Premises as it deems necessary for the purpose of acquiring the Premises for Purchaser's intended use so long as such investigation and study is done at reasonable times and under reasonable circumstances so as not to disturb Seller's use, occupation and possession of the Premises. Purchaser agrees to restore the Premises to the same condition as existed immediately prior to such due diligence period. If during the due diligence period, Purchaser's investigation discloses the presence of Hazardous Materials or physical conditions not deposited, placed or created by Purchaser or caused to be deposited, placed or created by Purchaser which render the Premises unsuitable for Purchaser's purposes, Purchaser shall immediately provide written notice to the Seller of the results of such investigation disclosing such Hazardous Materials or unsuitable conditions. Upon such notification, Seller and Purchaser agree to the following:

(i) That Seller shall have an additional ninety (90) days from receipt of written notice to cure the disclosed presence of the Hazardous Materials or conditions making the premises unsuitable for Purchaser's purposes.

(ii) That Seller may, in its sole discretion and in accordance with applicable environmental law, decide not to cure the disclosed presence of the Hazardous Materials or unsuitable conditions. Seller shall provide written notification of its decision not to cure within said ninety (90) day period.

(iii) If such environmental contamination or conditions making the Premises unsuitable for Purchaser's purposes are not cured by Seller as provided above, Purchaser shall have the right and option at its sole election either: (1) to terminate this Agreement by giving written notice of termination to Seller. Upon such termination, Purchaser shall have no further obligation under this Agreement; or (2) to cure the disclosed environmental contamination or conditions which had rendered the Premises unsuitable for Purchaser's

purposes at its sole cost and expense and proceed to close the transaction contemplated by this Agreement.

7. TITLE SUBJECT TO REVIEW OF DEPARTMENT OF LAW

Seller agrees to provide any existing title information relating to the Premises. Title to the Premises shall be subject to the review and approval of the Department of Law. In the event that the Department of Law objects to any material matter or condition with respect to the title underlying ownership of the Premises, the Seller shall use its best efforts to cure such title defect. If the title defect cannot be cured at a reasonable cost and in a reasonable time, as determined by the Seller, then Seller shall be entitled to terminate this Agreement.

8. TITLE DOCUMENTS

At closing, Seller shall tender a deed in form approved by the Department of Law conveying the Premises, to the Purchaser.

9. CLOSING COSTS

Purchaser shall be responsible for any applicable taxes and fees incurred in recording of the conveyance, including but not limited to any transfer tax. Purchaser agrees to execute the required Transferee Affidavit and Real Property Transfer Report in a timely fashion. Seller and Purchaser agree to prorate as of the date of closing, all real property taxes, water and sewer rents and levies payable to the taxing entity.

10. CLOSING

This transaction shall be closed and title transferred within ninety (90) days after satisfaction or waiver of all contingencies set forth in paragraph three at the offices of the Purchaser's attorney or such other place as may be mutually agreed upon.

11. BROKER COMMISSION

Purchaser has not engaged or retained any real estate agent or broker with respect to this Agreement and no broker's commissions, finder's fees or like charges have been incurred or will be owing by Purchaser in connection with the transaction. Seller has not

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engaged or retained any real estate agent or broker with respect to this Agreement and no broker's commissions, finder's fees or like charges have been incurred or will be owing by Purchaser in connection with the transaction. Seller hereby agrees to indemnify, defend and hold Purchaser harmless from any alleged claim for any real estate brokerage fee or real estate commission or finder's fee that may be claimed by any party through Seller.

12. NOTICES

All notices given pursuant to any provisions of or which may be given in connection with this Agreement shall be in writing and shall be effective only if delivered personally or by certified mail, postage prepaid, return receipt requested, addressed to the other party hereto as follows:

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

and to: Peter M. Rayhill  
800 Park Avenue  
Utica, New York 13501

As to Purchaser:

and to: Mr. Thomas A. Pohl, Esq.  
New York State Office of General Services  
Corning Tower Building - 41<sup>st</sup> Floor  
The Governor Nelson A. Rockefeller

19.

Empire State Plaza  
Albany, New York 12242  
Attention: Legal Services

13. GOVERNING LAW

This Agreement shall be governed and construed according to the laws of the State of New York, including but not limited to, the standard clauses for all New York State contracts, which are set forth in Appendix A attached hereto and made a part hereof.

14. AUTHORITY

The party or parties signing this Agreement on behalf of the Seller and Purchaser represent and warrant that they have full right and authority to enter this Agreement and have obtained all requisite corporate, governmental and agency approvals, resolutions and consents to permit performance of all the obligations hereunder, subject to the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

Seller \_\_\_\_\_

Purchaser \_\_\_\_\_



STATE OF NEW YORK }  
: SS.:  
COUNTY OF ALBANY }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2015, before me, the undersigned, a Notary Public in and for the State, personally appeared RoAnn M. Destito, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public, State of New York  
Qualified in County of:  
My Commission Expires:

Approved this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015

THOMAS P. DINAPOLI  
State Comptroller

By \_\_\_\_\_

Approved as to form this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015

ERIC T. SCHNEIDERMAN  
Attorney General

By \_\_\_\_\_  
Principal Attorney

Approved as to form  
\_\_\_\_\_



SCHEDULE A

V:\LegalServices\Real Prop Manag & Dev (RPMD)\DLU (PROPTY TRANSFER)\Oneida\Town of  
Whitestown\Oneida County Airport (StateFireCenter)\Agreement of Purchase .docx

EXHIBIT 1

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