



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

COMMUNICATIONS WITH DOCUMENTATION January 15, 2014

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

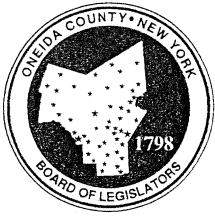
<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2014-005	Read & Filed	
2014-006	Read & Filed	
2014-007	Read & Filed	
2014-008	Read & Filed	
2014-009	Read & Filed	

Bonding Resolutions

2014-032 to 2014-043	Cover Letter and Bonding Summary	
2014-032	Public Works, Ways & Means	
2014-033	Public Works, Ways & Means	
2014-034.1	Public Works, Ways & Means	
2014-034.2	Public Works, Ways & Means	
2014-035	Public Works, Ways & Means	
2014-036	Public Works, Ways & Means	
2014-037	Public Works, Ways & Means	
2014-038	Airport, Ways & Means	
2014-039	Airport, Ways & Means	
2014-040	Airport, Ways & Means	
2014-041	Airport, Ways & Means	
2014-042	Public Works, Ways & Means	
2014-043	Economic Development & Tourism, Ways & Means	

2014-044	Read & Filed	
2014-046	Read & Filed	
2014-047	Read & Filed	
2014-048	Read & Filed	
2014-049	Read & Filed	
2014-050	Read & Filed	
2014-051	Government Operations, Ways and Means	
2014-052	Public Works, Ways & Means	
2014-053	Public Safety, Ways and Means	
2014-054	Public Safety, Ways and Means	
2014-055	Health and Human Services, Ways and Means	
2014-056	Health and Human Services, Ways and Means	
2014-057	Ways and Means	

ALL SUPPORTING DOCUMENTATION AVAILABLE AT
www.ocgov.net



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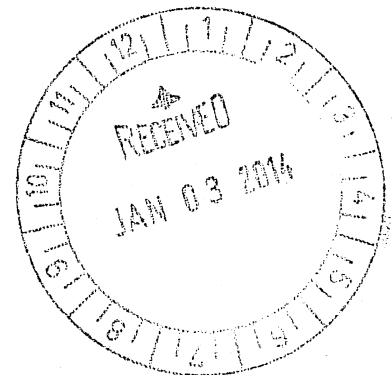
Frank D. Tallarino
Minority Leader

We, the undersigned, being members of the Oneida County Board of Legislators 2014-2015 Term of Office, and being members of the Republican Party, hereby designate Cynthia Dolpiano as Majority Legislative Analyst pursuant to Rule No. 2 of the Rules of the Board of Legislators of the County of Oneida, to serve for a term commencing January 1, 2014 and terminating on December 31, 2015.

George Joseph
Frank D. Tallarino
Gerald J. Fiorini
Mikale Billard
Edward P. Wets
Carl P. [unclear]
Ernie R. Depue
[unclear]
Ben Mandryk
[unclear]

FN 20 14 - 005

READ & FILED



Dated: 12/11/13



ONEIDA COUNTY BOARD OF LEGISLATORS

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George Joseph
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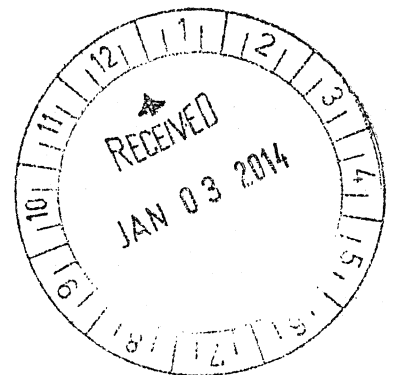
Frank D. Tallarino
Minority Leader

We, the undersigned, being members of the Oneida County Board of Legislators 2014-2015 Term of Office, and being members of the Democratic Party, hereby designate Pamela Mandryck 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 a term commencing January 1, 2014 and terminating on December 31, 2015.

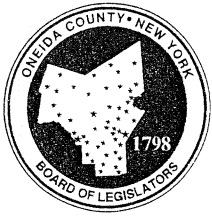
Philip Sacco
Joseph Jurek
Chad Ocasio
Frank Tallarino
Harmony Wright
William Goodman
Kenneth G. Ford

FN 20 14-006

READ & FILED



Dated: 12/11/2013



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

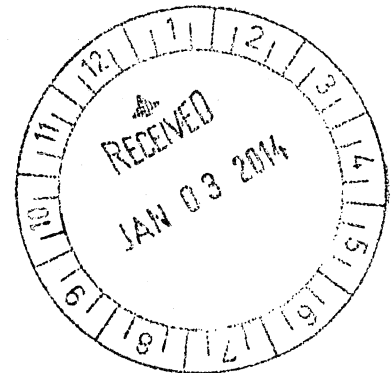
Frank D. Tallarino
Minority Leader

We, the undersigned, being members of the Oneida County Board of Legislators 2014-2015 Term of Office, and being members of the Republican Party, hereby designate George Joseph as Majority Leader pursuant to Rule No. 3 of the Rules of the Board of Legislators of the County of Oneida, to serve for a term commencing January 1, 2014 and terminating on December 31, 2015.

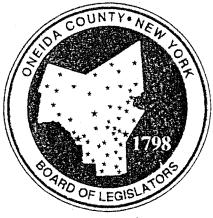
Handwritten signatures of board members:
Maurice Egan
Jim Joseph
Gerald J. Fiorini
Michael Hartman
Norm Leach
Brian D. Miller
Edwin P. Wells
Cole D.J.
Paul R. Paparella
David F. [unclear]
Ben Mandel
R. King
Le Potter

FN 20 14 007

READ & FILED



Dated: 12/11/13



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
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Mikale Billard
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(315) 798-5404

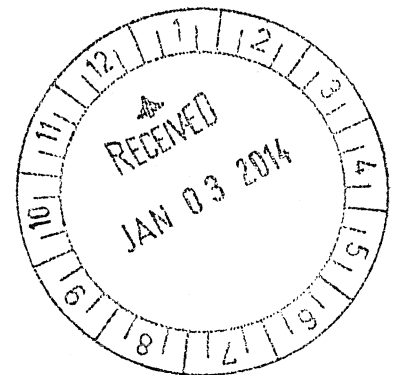
George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

We, the undersigned, being members of the Oneida County Board of Legislators 2014-2015 Term of Office, and being members of the Democratic Party, hereby designate Frank Tallarino as Minority Leader pursuant to Rule No. 3 of the Rules of the Board of Legislators of the County of Oneida, to serve for a term commencing January 1, 2014 and terminating on December 31, 2015.

Philip Sacco
Joseph J. Jurek
Chad Davis
Frank Tallarino
William ...
Kenneth ...
...

FN 20 14-008
READ & FILED



Dated: 12/11/2013



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
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(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

January 3, 2014

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

FN 20 14-009

READ & FILED

Honorable Members:

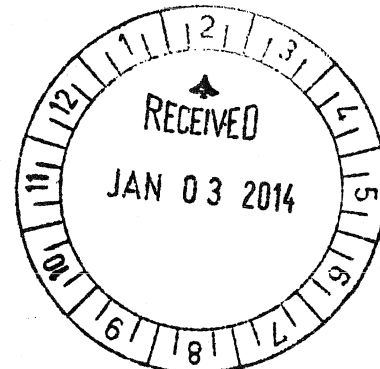
I hereby appoint Genevieve D. Messa of 5512 Maynard Park, Marcy, NY 13403 to the position of Secretary to the Board of Legislators.

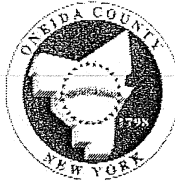
This appointment is effective January 1, 2014 and will expire December 31, 2014.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

CC: Audit & Control
Personnel





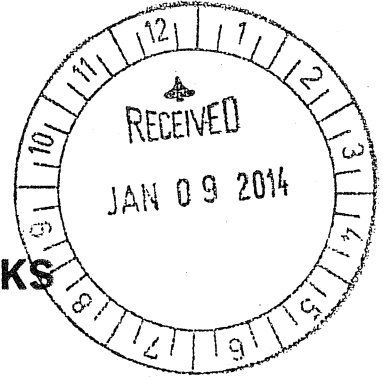
SHERYL A. BROWN
Deputy Comptroller

JOSEPH J. TIMPANO
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 14-032

Memo

PUBLIC WORKS

WAYS & MEANS

Tony
To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *JTC*
Date: January 9, 2014
Re: Bond Resolutions

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date 1/9/14

Capital Project Name	Proj #	to be authorized	to be issued
COB Asbestos Abatement 2014-032-PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
Comprehensive Bldg Phase 4 2014-034.1 and 034.2	473	900,000.00	900,000.00
Consol Highway Rd Ph 4 2014-035 PW	477	4,100,000.00	4,100,000.00
Construction, Mtn equip Ph 4 2014-036 PW	478	550,000.00	550,000.00
Griffiss Nose Docks 785&786 2014-039 Air	1 488	137,358.00	137,358.00
Griffiss - Taxiway Phase II & Design 2014-040 Air	1 489	248,228.00	248,228.00
Griffiss - Taxiway K Lighting 2014-040 Air	1 490	28,693.00	28,693.00
Griffiss - Terminal Bldg 2014-041 Air	495	4,582,500.00	4,582,500.00
Security System Improvements 2014-042 PW	496	275,000.00	275,000.00
MVCC - Plumley Building 2014-043 ED+T	497	675,000.00	675,000.00
County Highway Bridge - Ph 4 2014-037 PW	498	1,836,000.00	1,836,000.00
		<u>17,667,504.00</u>	<u>17,667,504.00</u>
Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014- 032

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING ASBESTOS ABATEMENT AT THE COUNTY OFFICE BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,200,000, AND AUTHORIZING THE ISSUANCE OF \$1,200,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H305)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Asbestos abatement at the County Office Building in and for said County, including incidental expenses, is hereby authorized at a maximum estimated cost of \$1,200,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,200,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision 12 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



SHERYL A. BROWN
Deputy Comptroller

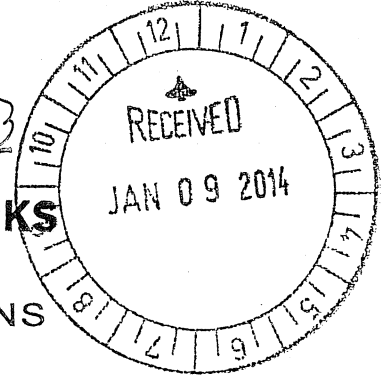
JOSEPH J. TIMPANO
Comptroller

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 14-033



Memo

PUBLIC WORKS

WAYS & MEANS

Tony

To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *JJC*
Date: January 9, 2014
Re: Bond Resolutions

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date 1/9/14

<u>Capital Project Name</u>	<u>Proj #</u>	<u>to be authorized</u>	<u>to be issued</u>
COB Asbestos Abatement 2014-032 -PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
Comprehensive Bldg Phase 4 2014-034.1 and 034.2 PW	473	900,000.00	900,000.00
Consol Highway Rd Ph 4 2014-035 PW	477	4,100,000.00	4,100,000.00
Construction, Mtn equip Ph 4 2014-036 PW	478	550,000.00	550,000.00
Griffiss Nose Docks 785&786 2014-039 Air	1 488	137,358.00	137,358.00
Griffiss - Taxiway Phase II & Design 2014-040 Air	1 489	248,228.00	248,228.00
Griffiss - Taxiway K Lighting 2014-040 Air	1 490	28,693.00	28,693.00
Griffiss - Terminal Bldg 2014-041 Air	495	4,582,500.00	4,582,500.00
Security System Improvements 2014-042 PW	496	275,000.00	275,000.00
MVCC - Plumley Building 2014-043 ED+T	497	675,000.00	675,000.00
County Highway Bridge - Ph 4 2014-037 PW	498	1,836,000.00	1,836,000.00
		<u>17,667,504.00</u>	<u>17,667,504.00</u>
Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014- 033

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING EXPANSION OF THE PARKING LOT AT THE COUNTY OFFICE BUILDING IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$2,815,000, AND AUTHORIZING THE ISSUANCE OF \$2,815,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H402)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Expansion of the parking lot at the County Office Building in and for said County, including incidental expenses, is hereby authorized at a maximum estimated cost of \$2,815,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$2,815,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision 20(f) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

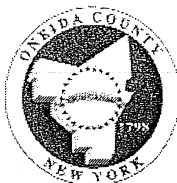
- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



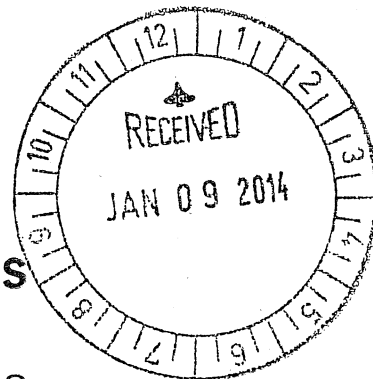
JOSEPH J. TIMPANO
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SHERYL A. BROWN
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DEBORAH S. JOANIS
Deputy Comptroller - Administration

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 14 - 034.1

Memo

PUBLIC WORKS

WAYS & MEANS

Tony
To: Anthony J. Picante Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *JTC*
Date: January 9, 2014
Re: Bond Resolutions

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

Anthony J. Picante, Jr.
Anthony J. Picante, Jr.
County Executive

Date 1/9/14

<u>Capital Project Name</u>	<u>Proj #</u>	<u>to be authorized</u>	<u>to be issued</u>
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H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
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Consol Highway Rd Ph 4 2014-035 PW	477	4,100,000.00	4,100,000.00
Construction, Mtn equip Ph 4 2014-036 PW	478	550,000.00	550,000.00
Griffiss Nose Docks 785&786 2014-039 Air	1 488	137,358.00	137,358.00
Griffiss - Taxiway Phase II & Design 2014-040 Air	1 489	248,228.00	248,228.00
Griffiss - Taxiway K Lighting 2014-040 Air	1 490	28,693.00	28,693.00
Griffiss - Terminal Bldg 2014-041 Air	495	4,582,500.00	4,582,500.00
Security System Improvements 2014-042 PW	496	275,000.00	275,000.00
MVCC - Plumley Building 2014-043 ED+T	497	675,000.00	675,000.00
County Highway Bridge - Ph 4 2014-037 PW	498	1,836,000.00	1,836,000.00
		<u>17,667,504.00</u>	<u>17,667,504.00</u>
Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014- 034.1

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING AIRLINE STREET PARKING LOT IMPROVEMENTS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$125,000, AND AUTHORIZING THE ISSUANCE OF \$125,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H473)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Airline Street parking lot improvements in and for said County, are hereby authorized at a maximum estimated cost of \$125,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$125,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision 20(f) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

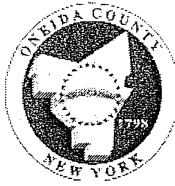
- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



JOSEPH J. TIMPANO
Comptroller

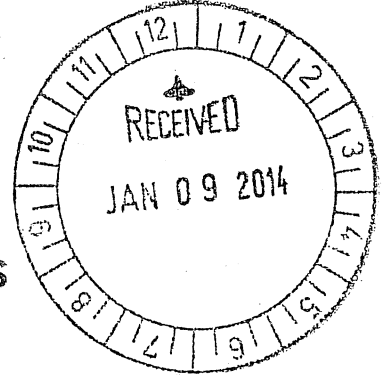
SHERYL A. BROWN
Deputy Comptroller

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 14 - 034.2



Memo

PUBLIC WORKS

WAYS & MEANS

Tony
To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *JJC*
Date: January 9, 2014
Re: Bond Resolutions

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date 1/9/14

<u>Capital Project Name</u>	<u>Proj #</u>	<u>to be authorized</u>	<u>to be issued</u>
COB Asbestos Abatement 2014-032 PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
Comprehensive Bldg Phase 4 2014-034.1 and 034.2	473	900,000.00	900,000.00
Consol Highway Rd Ph 4 2014-035 PW	477	4,100,000.00	4,100,000.00
Construction, Mtn equip Ph 4 2014-036 PW	478	550,000.00	550,000.00
Griffiss Nose Docks 785&786 2014-039 Air	1 488	137,358.00	137,358.00
Griffiss - Taxiway Phase II & Design 2014-040 Air	1 489	248,228.00	248,228.00
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Griffiss - Terminal Bldg 2014-041 Air	495	4,582,500.00	4,582,500.00
Security System Improvements 2014-042 PW	496	275,000.00	275,000.00
MVCC - Plumley Building 2014-043 ED+T	497	675,000.00	675,000.00
County Highway Bridge - Ph 4 2014-037 PW	498	1,836,000.00	1,836,000.00
		<u>17,667,504.00</u>	<u>17,667,504.00</u>
Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014-034.2

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO VARIOUS COUNTY BUILDINGS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$775,000, AND AUTHORIZING THE ISSUANCE OF \$775,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H473)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The construction of improvements to various County buildings in and for said County, including incidental improvements and costs, is hereby authorized at a maximum estimated cost of \$775,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$775,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

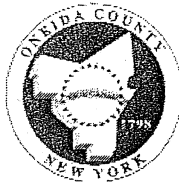
- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



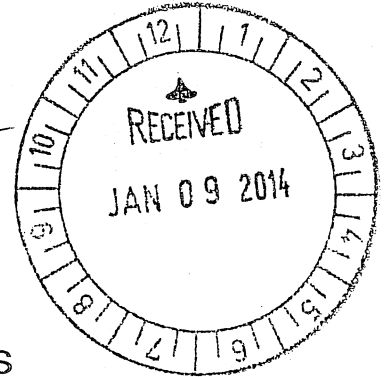
JOSEPH J. TIMPANO
Comptroller

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 14-035

Memo

PUBLIC WORKS

Tony

To: Anthony J. Picente Jr., County Executive **WAYS & MEANS**
Board of Legislators

From: Joseph J. Timpano, Comptroller *JJC*

Date: January 9, 2014

Re: Bond Resolutions

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date: 1/9/14

Capital Project Name	Proj #	to be authorized	to be issued
COB Asbestos Abatement 2014-032 -PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
Comprehensive Bldg Phase 4 2014-034.1 and 034.2	473	900,000.00	900,000.00
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		<u>17,667,504.00</u>	<u>17,667,504.00</u>
Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
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Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014-035

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE RECONSTRUCTION AND CONSTRUCTION OF IMPROVEMENTS TO COUNTY ROADS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$4,100,000, AND AUTHORIZING THE ISSUANCE OF \$4,100,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H477)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The reconstruction and construction of improvements to County roads in and for said County, including land or rights-in-land, sidewalks, curbs, gutters, landscaping and other incidental costs, is hereby authorized at a maximum estimated cost of \$4,100,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$4,100,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

JOSEPH J. TIMPANO
Comptroller

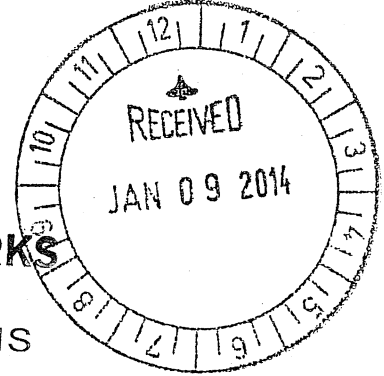


SHERYL A. BROWN
Deputy Comptroller

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 14-036

PUBLIC WORKS

WAYS & MEANS

Memo

Tony
To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *Joe*
Date: January 9, 2014
Re: Bond Resolutions

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 1/9/14

Capital Project Name	Proj #	to be authorized	to be issued
COB Asbestos Abatement 2014-032 PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
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County Highway Bridge - Ph 4 2014-037 PW	498	1,836,000.00	1,836,000.00
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Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014-036

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE PURCHASE OF HEAVY EQUIPMENT FOR CONSTRUCTION, MAINTENANCE AND/OR SNOW REMOVAL PURPOSES IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$550,000, AND AUTHORIZING THE ISSUANCE OF \$550,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H478)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The purchase of heavy equipment for construction, maintenance and/or snow removal purposes in and for said County, is hereby authorized at a maximum estimated cost of \$550,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$550,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and

shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



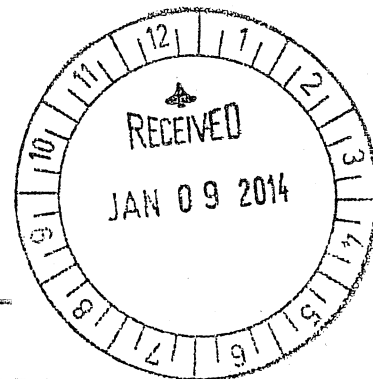
JOSEPH J. TIMPANO
Comptroller

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



Memo

Tony FN 20 14-037

To: Anthony J. Picente Jr., County Executive
Board of Legislators

From: Joseph J. Timpano, Comptroller *Joe*

Date: January 9, 2014

Re: Bond Resolutions

PUBLIC WORKS

WAYS & MEANS

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date 1/9/14

<u>Capital Project Name</u>	<u>Proj #</u>	<u>to be authorized</u>	<u>to be issued</u>
COB Asbestos Abatement 2014-032-PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
Comprehensive Bldg Phase 4 2014-034.1 and 034.2	473	900,000.00	900,000.00
Consol Highway Rd Ph 4 2014-035 PW	477	4,100,000.00	4,100,000.00
Construction, Mtn equip Ph 4 2014-036 PW	478	550,000.00	550,000.00
Griffiss Nose Docks 785&786 2014-039 Air	1 488	137,358.00	137,358.00
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Griffiss - Taxiway K Lighting 2014-040 Air	1 490	28,693.00	28,693.00
Griffiss - Terminal Bldg 2014-041 Air	495	4,582,500.00	4,582,500.00
Security System Improvements 2014-042 PW	496	275,000.00	275,000.00
MVCC - Plumley Building 2014-043 ED+T	497	675,000.00	675,000.00
County Highway Bridge - Ph 4 2014-037 PW	498	1,836,000.00	1,836,000.00
		<u>17,667,504.00</u>	<u>17,667,504.00</u>
Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014-027

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING COUNTY BRIDGE IMPROVEMENTS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,836,000, AND AUTHORIZING THE ISSUANCE OF \$1,836,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H498)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. County bridge improvements in and for said County, including incidental improvements and costs, is hereby authorized at a maximum estimated cost of \$1,836,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$1,836,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty years, pursuant to subdivision 10 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

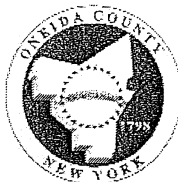
- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



JOSEPH J. TIMPANO
Comptroller

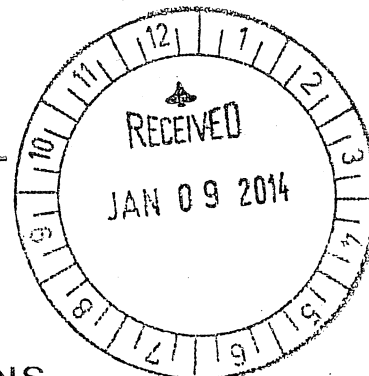
SHERYL A. BROWN
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DEBORAH S. JOANIS
Deputy Comptroller - Administration

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 14-038



Memo

AIRPORT

Tony

To: Anthony J. Picente Jr., County Executive
Board of Legislators **WAYS & MEANS**

From: Joseph J. Timpano, Comptroller *JTC*

Date: January 9, 2014

Re: Bond Resolutions

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date 1/9/14

Capital Project Name	Proj #	to be authorized	to be issued
COB Asbestos Abatement 2014-032 -PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
Comprehensive Bldg Phase 4 2014-034.1 and 034.2	473	900,000.00	900,000.00
Consol Highway Rd Ph 4 2014-035 PW	477	4,100,000.00	4,100,000.00
Construction, Mtn equip Ph 4 2014-036 PW	478	550,000.00	550,000.00
Griffiss Nose Docks 785&786 2014-039 Air	1 488	137,358.00	137,358.00
Griffiss - Taxiway Phase II & Design 2014-040 Air	1 489	248,228.00	248,228.00
Griffiss - Taxiway K Lighting 2014-040 Air	1 490	28,693.00	28,693.00
Griffiss - Terminal Bldg 2014-041 Air	495	4,582,500.00	4,582,500.00
Security System Improvements 2014-042 PW	496	275,000.00	275,000.00
MVCC - Plumley Building 2014-043 ED+T	497	675,000.00	675,000.00
County Highway Bridge - Ph 4 2014-037 PW	498	1,836,000.00	1,836,000.00
		<u>17,667,504.00</u>	<u>17,667,504.00</u>
Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014- 038

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING HVAC IMPROVEMENTS AT THE GRIFFISS AIRFIELD CONTROL TOWER IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$319,725, AND AUTHORIZING THE ISSUANCE OF \$319,725 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H395)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. HVAC improvements at the Griffiss Airfield Control Tower in and for said County, are hereby authorized at a maximum estimated cost of \$319,725.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$319,725 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision 14 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



JOSEPH J. TIMPANO
Comptroller

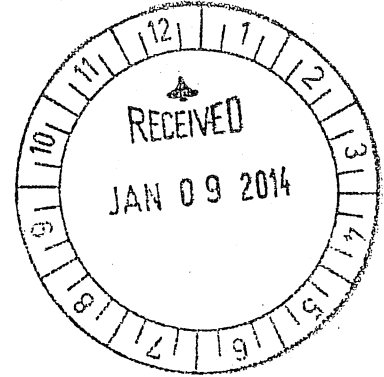
SHERYL A. BROWN
Deputy Comptroller

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 14-039



Memo

Tony

AIRPORT

To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *JJC*
Date: January 9, 2014
Re: Bond Resolutions

WAYS & MEANS

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date 1/9/14

Capital Project Name	Proj #	to be authorized	to be issued
COB Asbestos Abatement 2014-032 -PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
Comprehensive Bldg Phase 4 2014-034.1 and 034.2	473	900,000.00	900,000.00
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Griffiss - Terminal Bldg 2014-041 Air	495	4,582,500.00	4,582,500.00
Security System Improvements 2014-042 PW	496	275,000.00	275,000.00
MVCC - Plumley Building 2014-043 ED+T	497	675,000.00	675,000.00
County Highway Bridge - Ph 4 2014-037 PW	498	1,836,000.00	1,836,000.00
		<u>17,667,504.00</u>	<u>17,667,504.00</u>
Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014-039

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF HANGARS AT GRIFFISS AIRFIELD IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$2,747,148, AND AUTHORIZING THE ISSUANCE OF \$137,358 BONDS OF SAID COUNTY TO PAY PART OF THE COST THEREOF. (H488)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The construction of hangars at Griffiss Airfield in and for said County, including incidental improvements and costs, is hereby authorized at a maximum estimated cost of \$2,747,148.

Section 2. The plan for the financing of such maximum estimated cost is as follows:

- (a) By the issuance of \$137,358 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and
- (b) By the expenditure of \$2,609,790 grants.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is twenty-five years, pursuant to subdivision 17 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



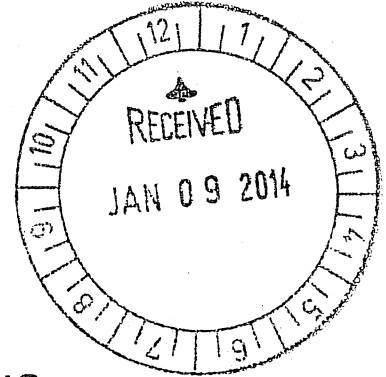
SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

JOSEPH J. TIMPANO
Comptroller

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 14-040

Memo

Tony

AIRPORT

WAYS & MEANS

To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *JJC*
Date: January 9, 2014
Re: Bond Resolutions

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date: 1/9/14

Capital Project Name	Proj #	to be authorized	to be issued
COB Asbestos Abatement 2014-032-PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
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Construction, Mtn equip Ph 4 2014-036 PW	478	550,000.00	550,000.00
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Griffiss Airfield	339		500,000.00
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Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014- 240

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING TAXIWAY IMPROVEMENTS AT GRIFFISS AIRFIELD IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$5,538,402, AND AUTHORIZING THE ISSUANCE OF \$276,921 BONDS OF SAID COUNTY TO PAY PART OF THE COST THEREOF. (H489 & H490)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Taxiway improvements at Griffiss Airfield in and for said County, including incidental expenses, is hereby authorized at a maximum estimated cost of \$5,538,402.

Section 2. The plan for the financing of such maximum estimated cost is as follows:

- (a) By the issuance of \$276,921 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and
- (b) By the expenditure of \$5,261,481 grants.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty years, pursuant to subdivision 15 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County

Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



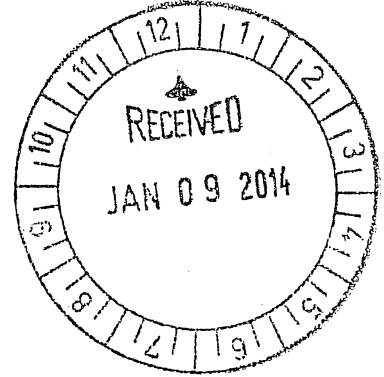
JOSEPH J. TIMPANO
Comptroller

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



EN 20 14 041

Memo

Tony

AIRPORT

To: Anthony J. Picente Jr., County Executive
Board of Legislators

From: Joseph J. Timpano, Comptroller *Joe*

WAYS & MEANS

Date: January 9, 2014

Re: Bond Resolutions

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date 1/9/14

<u>Capital Project Name</u>	<u>Proj #</u>	<u>to be authorized</u>	<u>to be issued</u>
COB Asbestos Abatement 2014-032 -PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
Comprehensive Bldg Phase 4 2014-034.1 and 034.2	473	900,000.00	900,000.00
Consol Highway Rd Ph 4 2014-035 PW	477	4,100,000.00	4,100,000.00
Construction, Mtn equip Ph 4 2014-036 PW	478	550,000.00	550,000.00
Griffiss Nose Docks 785&786 2014-039 Air	1 488	137,358.00	137,358.00
Griffiss - Taxiway Phase II & Design 2014-040 Air	1 489	248,228.00	248,228.00
Griffiss - Taxiway K Lighting 2014-040 Air	1 490	28,693.00	28,693.00
Griffiss - Terminal Bldg 2014-041 Air	495	4,582,500.00	4,582,500.00
Security System Improvements 2014-042 PW	496	275,000.00	275,000.00
MVCC - Plumley Building 2014-043 ED+T	497	675,000.00	675,000.00
County Highway Bridge - Ph 4 2014-037 PW	498	1,836,000.00	1,836,000.00
		<u>17,667,504.00</u>	<u>17,667,504.00</u>
Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014- 0411

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING THE CONSTRUCTION OF A TERMINAL BUILDING AT GRIFFISS AIRFIELD IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$5,082,500, AND AUTHORIZING THE ISSUANCE OF \$4,582,500 BONDS OF SAID COUNTY TO PAY PART OF THE COST THEREOF. (H495)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. The construction of a terminal building at Griffiss Airfield in and for said County, including incidental improvements and expenses, is hereby authorized at a maximum estimated cost of \$5,082,500.

Section 2. The plan for the financing of such maximum estimated cost is as follows:

- (a) By the issuance of \$4,582,500 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and
- (b) By the expenditure of \$500,000 grants.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty years, pursuant to subdivision 15 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

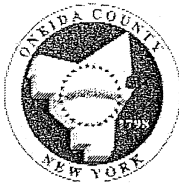
- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



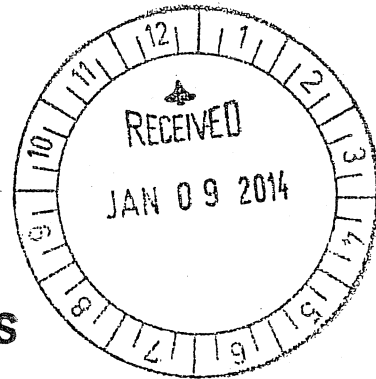
JOSEPH J. TIMPANO
Comptroller

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 14 - 042

Memo

Tony

PUBLIC WORKS

To: Anthony J. Picente Jr., County Executive
Board of Legislators

From: Joseph J. Timpano, Comptroller *Joe*

WAYS & MEANS

Date: January 9, 2014

Re: Bond Resolutions

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date: 1/9/14

Capital Project Name	Proj #	to be authorized	to be issued
COB Asbestos Abatement 2014-032-PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
Comprehensive Bldg Phase 4 2014-034.1 and 034.2	473	900,000.00	900,000.00
Consol Highway Rd Ph 4 2014-035 PW	477	4,100,000.00	4,100,000.00
Construction, Mtn equip Ph 4 2014-036 PW	478	550,000.00	550,000.00
Griffiss Nose Docks 785&786 2014-039 Air	1 488	137,358.00	137,358.00
Griffiss - Taxiway Phase II & Design 2014-040 Air	1 489	248,228.00	248,228.00
Griffiss - Taxiway K Lighting 2014-040 Air	1 490	28,693.00	28,693.00
Griffiss - Terminal Bldg 2014-041 Air	495	4,582,500.00	4,582,500.00
Security System Improvements 2014-042 PW	496	275,000.00	275,000.00
MVCC - Plumley Building 2014-043 ED+T	497	675,000.00	675,000.00
County Highway Bridge - Ph 4 2014-037 PW	498	1,836,000.00	1,836,000.00
		<u>17,667,504.00</u>	<u>17,667,504.00</u>
Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014-042

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING BUILDING SECURITY SYSTEM IMPROVEMENTS AT VARIOUS COUNTY BUILDINGS IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$275,000, AND AUTHORIZING THE ISSUANCE OF \$275,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H496)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Building security system improvements at various County buildings in and for said County, including incidental expenses, is hereby authorized at a maximum estimated cost of \$275,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$275,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is five years, pursuant to subdivision 35 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County

Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes 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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



SHERYL A. BROWN
Deputy Comptroller

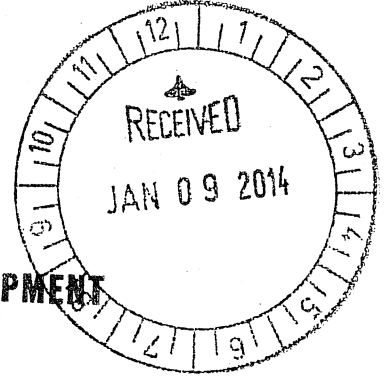
DEBORAH S. JOANIS
Deputy Comptroller - Administration

JOSEPH J. TIMPANO
Comptroller

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 14 043



Memo

Tony

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller *JJC*
Date: January 9, 2014
Re: Bond Resolutions

Please refer to the attached schedule of 13 new bond resolutions totaling \$17,667,504. These resolutions are the funding source for the 2014 Capital Budget adopted by the Board of Legislators on November 13, 2013 as well as 3 Griffiss Airport projects which were approved October 9, 2013.

As has been my procedure for several years, ongoing capital projects are reviewed to estimate cash outlays for the current year and bonds are issued only for the amount needed. In 2014, we will sell all of the above new authorizations as well as \$5,288,000 for projects that were authorized in prior years for a total of \$22,955,504. The General fund principal pay down will be \$12.5M in 2014. Our outstanding general fund bond payable balance at December 31, 2014 will increase to \$131.5M. (Please note that these figures do NOT include the \$21.4M of outstanding sewer debt at December 31, 2014, and the \$6.4M of additional sewer draw downs from EFC as of the date of this letter).

I respectfully request that Ways and Means and Board of Legislators consider these resolutions at their February 12, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III

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

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

Date 1/9/14

Capital Project Name	Proj #	to be authorized	to be issued
COB Asbestos Abatement 2014-032 PW	305	1,200,000.00	1,200,000.00
H - Griffiss Comprehensive Airfield Infrastructure 2014-038 Air	395	319,725.00	319,725.00
H - OCOB Parking Lot Improvements 2014-033 PW	402	2,815,000.00	2,815,000.00
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County Highway Bridge - Ph 4 2014-037 PW	498	1,836,000.00	1,836,000.00
		<u>17,667,504.00</u>	<u>17,667,504.00</u>
Griffiss Airfield	339		500,000.00
Griffiss Airfield - Pavement Management	368	-	350,000.00
Highway Bridge Replacement	298	-	325,000.00
H - OCOB Parking Lot Improvements - Estimated Property Acq	402		645,000.00
Energy Performance Improvements	474		3,468,000.00
			<u>5,288,000.00</u>
			<u>\$ 22,955,504.00</u>

1- Capital project adopted at the October 9, 2013 Board Meeting

INTRODUCTORY
NO. _____

F.N. 2014- 043

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

A RESOLUTION AUTHORIZING DESIGN COSTS IN CONNECTION WITH BUILDING IMPROVEMENTS AT THE MOHAWK VALLEY COMMUNITY COLLEGE IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$675,000, AND AUTHORIZING THE ISSUANCE OF \$675,000 BONDS OF SAID COUNTY TO PAY THE COST THEREOF. (H497)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. Design costs in connection with building improvements at the Mohawk Valley Community College in and for said County, including incidental expenses, is hereby authorized at a maximum estimated cost of \$675,000.

Section 2. The plan for the financing of such maximum estimated cost is by the issuance of \$675,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 62 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively 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. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County

Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially 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 County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

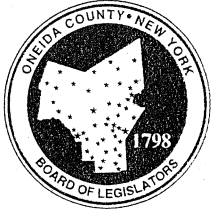
- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

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 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary form in the *Observer Dispatch* and in the *Rome Sentinel*, the official newspapers of such County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.



ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501

Work Phone: 798-5900 ♦ Home Phone: 337-9045

FN 20 14 - 044

READ & FILED

January 3, 2014

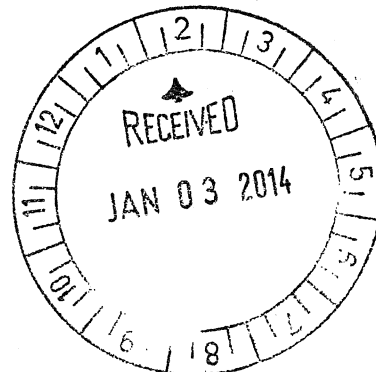
Board of Legislators
800 Park Ave.
Utica, NY 13501

Honorable Members:

In accordance with Local Law Number 1 of 1956, Section 5, I hereby create the Worker's Compensation Committee.

Sincerely,

Gerald J. Fiorini
Chairman





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

January 9, 2014

FN 20 14-046

READ & FILED



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

Ladies and Gentlemen:

Pursuant to the Rules of the Board, I hereby appoint County Legislator **Edward P. Welsh, R-21 to serve as Vice Chair** of the Oneida County Board of Legislators for the 2014-2015 term of the Board.

Said appointment shall be effective immediately and shall expire on December 31, 2015.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp



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

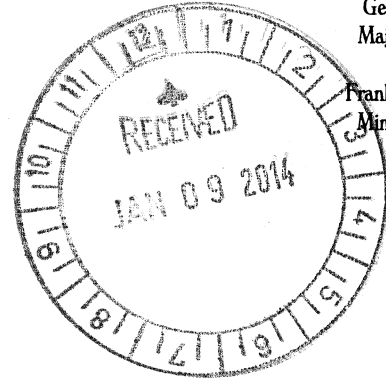
Frank D. Tallarino
Minority Leader

FN 20 14-047

January 9, 2014

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

READ & FILED



Honorable Members:

Pursuant to the Rules of the Board, I hereby appoint County Legislator **Michael B. Waterman to serve as Parliamentarian** of the Oneida County Board of Legislators for the 2014-2015 term.

This appointment is effective immediately and will expire on December 31, 2015.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp



ONEIDA COUNTY BOARD OF LEGISLATORS

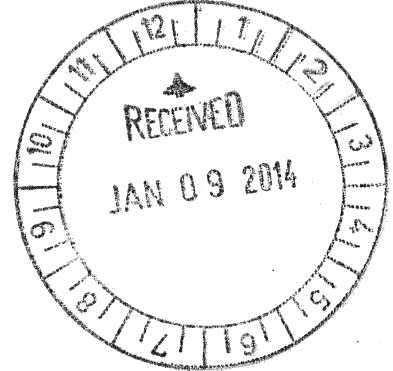
George Joseph, Majority Leader
7315 Merriman Road ♦ Clinton, New York 13323
Phone: (315) 853-3006 ♦ Email: nrthstr40@aol.com

January 9, 2014

FN 20 14-048

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

READ & FILED



Ladies and Gentlemen:

Pursuant to the Rules of the Board of Legislators, I am writing to advise that I hereby appoint Brian D. Miller and Richard A. Flisnik as Assistant Majority Leaders for the 2014-2015 term of this Board.

Said appointments are effective immediately.

Very truly yours,

GEORGE JOSEPH
MAJORITY LEADER

GJ:pp



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

STANDING COMMITTEES 2014-2015

FN 20 14-049

READ & FILED

1/10/14

AIRPORT (Oversees Operations at
Griffiss Airport)

ECONOMIC DEVELOPMENT & TOURISM
(Economic, industrial and rural development, Tourism
Promotion/development; Planning Department, MVCC,
Cornell Cooperative Extension, Farmland Protection
Board, related agricultural issues and programs)

JAMES D'ONOFRIO, CHAIR
GEORGE JOSEPH, VICE CHAIR
CHAD DAVIS, VICE CHAIR
Emil Paparella
Brian Miller
Brian Mandryck
Robert Koenig
Michael Clancy
Philip Sacco

EDWARD WELSH, CHAIR
EMIL PAPARELLA, VICE CHAIR
ROSE ANN CONVERTINO, VICE CHAIR
Les Porter
George Joseph
Brian Mandryck
Norman Leach
Frank Tallarino
Joseph Furgol

GOVERNMENT OPERATIONS

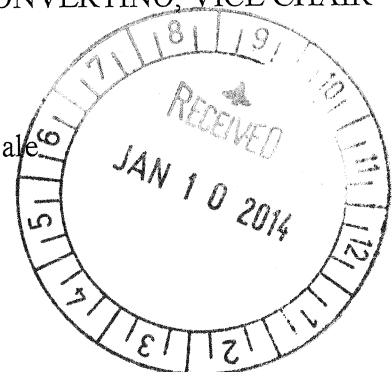
(Includes County Executive, County Attorney
Personnel, County Clerk,
Board of Elections, Audit & Control, Budget, Finance
Department and all other County Departments not
Specifically covered by another committee)

HEALTH & HUMAN SERVICES

(Includes Department of Social Services, Public Health
Department and environmental health concerns, Mental
Health, Office for the Aging, Veterans Affairs,
Workforce Development, Youth Programs and Coroners)

MICHAEL WATERMAN, CHAIR
NORMAN LEACH, VICE CHAIR
HARMONY SPECIALE, VICE CHAIR
Edward Welsh
Robert Koenig
Colin Idzi
Chad Davis
William Hendricks

EMIL PAPARELLA, CHAIR
ROBERT KOENIG, VICE CHAIR
ROSE ANN CONVERTINO, VICE CHAIR
Les Porter
Brian Miller
Colin Idzi
Harmony Speciale
Kenneth Fort



1/10/14

PUBLIC SAFETY

(Includes District Attorney, Sheriff, Law Enforcement Building, Probation, Public Defenders, all Courts, Jurors, 911, Stop DWI, Traffic Safety and related Services)

RICHARD FLISNIK, CHAIR
BRIAN MILLER, VICE CHAIR
JOSEPH FURGOL, VICE CHAIR
Les Porter
Michael Waterman
Norman Leach
Robert Koenig
William Goodman
Chad Davis

PUBLIC WORKS

(Includes Department of Public Works, County Lands and Buildings, Water Quality and Water Pollution Control, Soil & Water, soil conservation, Union Station)

BRIAN MILLER, CHAIR
MICHAEL WATERMAN, VICE CHAIR
PHILIP SACCO, VICE CHAIR
George Joseph
Edward Welsh
Richard Flisnik
Colin Idzi
Frank Tallarino
Michael Clancy

WAYS & MEANS

(Acquisition & Contract, Salaries, Budget Review, Local Laws, County Charter and Administrative Code, Board of Legislators, Rules of the Board of Legislators, All pending dockets that come before the Board of Legislators)

LES PORTER, CHAIR
GEORGE JOSEPH, VICE CHAIR
WILLIAM GOODMAN, VICE CHAIR
James D'Onofrio
Emil Paparella
Richard Flisnik
Brian Miller
Frank Tallarino
Rose Ann Convertino

WORKERS' COMPENSATION

(All Workers' Compensation Issues)

NORMAN LEACH, CHAIR
MIKE WATERMAN, VICE CHAIR
KENNETH FORT, VICE CHAIR
Edward Welsh
William Hendricks



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

January 10, 2014

FN 20 14-050
READ & FILED

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

Honorable Members:

Pursuant to Article 25AA, Section 302, and by recommendation of the Farmland Protection Board (FPB), I hereby make the following appointments to the Farmland Protection Board. All appointments will be effective immediately.

The FPB recommended the reappointments of **Andy Gale, 9528 Crooked Hill Rd, Cassville, NY 13318** representing agri-business and **George Gafner, 4480 Rt 49, Rome, NY 13440** representing the farm community. These appointments will be effectively immediately for a term of 4 years, terms expiring December 31, 2017.

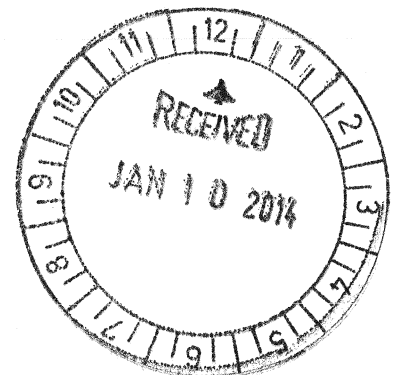
The selection of the Legislative representative to this Board will be **Brian Mandryck of 9245 Sly Hill Rd., NY 13303** with a term to run 2 years, effective immediately and expiring December 31, 2015.

These appointments do not require Board of Legislators approval.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp
Cc: Apointees
Farmland Protection Board members



Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL
OFFICE OF THE COMMISSIONER**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490
E-Mail: labor@ocgov.net

January 10, 2014

FN 20 14-057

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

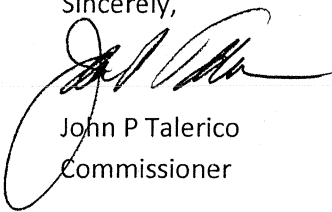
As you are aware, the adopted 2014 budget contained funding for an untitled new position in Department A 1610, the Department of Central Services.

Director of Central Services Anne Hartman has provided me with a New Position Duties Statement for this position. I have reviewed her request and have determined that the appropriate title and civil service classification for this position is, Information Technology Project Manager, in the Competitive Class. I have added that title to the Oneida County Classification Plan. A copy of the adopted job specification is attached.

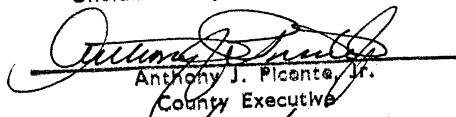
I am now requesting that the Board of Legislators formally set the salary for this title at Grade 38 M \$50,412. This is the amount contained in the 2014 adopted budget.

Therefore, I respectfully request that this request be forwarded to the Board of Legislators for their action.

Sincerely,



John P Talerico
Commissioner

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


Anthony J. Picente, Jr.
County Executive

CC Hartman

Date 1/10/14

Civil Division: Madison-Oneida BOCES,
Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Professional
Revised:  01/07/14

INFORMATION TECHNOLOGY PROJECT MANAGER

DISTINGUISHING FEATURES OF THE CLASS: This position involves managing specific groups of workers within an Information Technology department or division and working with component school districts or agency departments. Some positions in this class may require local and/or multi-county travel. The incumbent is responsible for the coordination of technology projects, managing the technology staff, coordination of research and development, and working with administrative staff in order to identify, recommend, develop, implement, and support cost-effective technology solutions. The work performed is under the direct supervision of the Assistant Director and/or under the general supervision of the Director. Supervision may be exercised over lower level Information Technology department personnel. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Manages the deployment, monitoring, maintenance, development, upgrade, and support of IT systems, including networks, data centers, servers, PC's, operating systems, and associated hardware/software;
Conducts research and remain current with latest technologies;
Develops best practices and tools for project execution and management;
Works closely with Assistant Director/Director to determine the objectives of the organization;
Coaches, mentors, and supervises team members to influence them to take positive action and accountability for their assigned work;
Ensures appropriate resources and vendors are available for projects, products and services;
Sets and continually manages project expectations;
Delegates projects and responsibilities to appropriate staff;
Assists staff with projects and activities at an operational level;
Meets with administration to discuss strategic tactical concerns;
Provides assistance and solutions in response to customer needs;
May function, under the direction of the department's Director, as the department's second-in-command;

continued...

TYPICAL WORK ACTIVITIES: continued

May travel locally and/or over multiple counties to meet with Administration Teams in regard to their software applications;

May supervise helpdesk operations and ensure completion of customer follow-ups.

FULL PERFORMANCE KNOWLEDGE SKILLS, ABILITIES AND PERSONAL

CHARACTERISTICS: Good technical knowledge of the capabilities and requirements of various computer and telecommunications/network platforms functioning in a centralized, distributed, client-server, and stand-alone operating environments; good technical knowledge of multi-platform computer programs and large scale telecommunications network design and configuration; working knowledge of system analysis; ability to plan technology projects; strong leadership skills; excellent written and oral communication skills; ability to communicate ideas in both technical and user-friendly language; ability to effectively prioritize and execute tasks; must be able to learn, understand, and apply new technologies; excellent customer service orientation; extensive experience working in a team-oriented, collaborative environment; flexible during times of change; excellent coaching, listening presentation, and interpersonal skills; initiative and resourcefulness required.

MINIMUM QUALIFICATIONS: Either:

- (A) Graduation from a regionally accredited or New York State registered college or university with a Master's Degree including or supplemented by twelve (12) Semester credit hours in the fields of Computer Science, Computer Technology, Data Processing, Management Information Systems, Information Resource Management, Business Management, Business Administration or a closely field **AND** four (4) years of experience in information technology project management* ; which shall have included two (2) years of supervisory and/or information technology project management experience; **OR**

continued...

MINIMUM QUALIFICATIONS: continued

- (B) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree, including or supplemented by twelve (12) semester credit hours in the fields of Computer Science, Computer Technology, Data Processing, Management Information Systems, Information Resource Management, Business, Business Administration or a closely field **AND** six (6) years of experience in information technology project management*; which shall have included two (2) years of supervisory and/or information technology project management experience.

*Experience in Information Technology Project Management is defined as:

1. Experience in systems design and development;
2. Experience in helpdesk operations;
3. Experience in managing small to medium scale Information Technology projects;
4. Experience in Information Technology operations.

SPECIAL REQUIREMENTS: Certain assignments made to employees in this class will require access to transportation to meet field work requirements in a timely and efficient manner.

Adopted: 12/06/00

Revised: 01/18/11, 01/18/13, 01/07/14

Oneida County Department of Public Works

ANTHONY J. PICENTE JR
County Executive

DENNIS S DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone:(315) 793-6221 Fax: (315) 768-6299

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

January 2, 2014

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

FN 20 14-052

PUBLIC WORKS

WAYS & MEANS

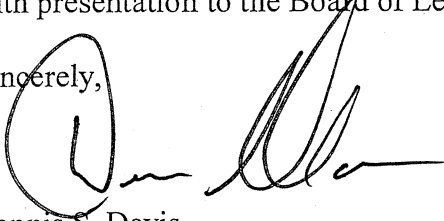
Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and the involved towns and villages in Oneida County for road striping for the 2014 season.

Attached is a copy of the typical agreements. The language in most of the agreements is the same with the exception of those who utilize sharing of services, i.e. we will stripe certain roads, and in turn, that municipality will mow, sweep or ditch County roads. The County purchases the materials and is reimbursed by the Towns.

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

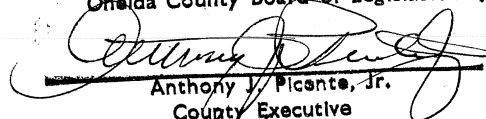
Sincerely,



Dennis S. Davis
Commissioner
Department of Public Works

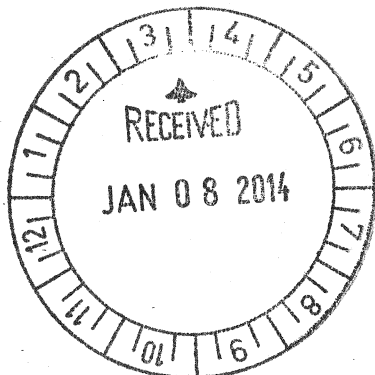
cc: County Attorney
Highways, Bridges & Structures

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



Anthony J. Picente, Jr.
County Executive

Date 1/7/14



Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Various towns and villages

Title of Activity or Service: Pavement Marking Agreements

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services: 2014 road striping agreements. Certain municipalities may either mow, sweep or ditch County roads, and in turn, we will stripe certain roads. Other municipalities reimburse for materials, labor and equipment monetarily. Charges are directly related to miles striped.

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

3) Program Design and Staffing Level: N/A

Total Funding Requested: Revenue

Oneida County Department Funding Recommendation: Account # D5110

Proposed Funding Source: Federal _____ State _____ County X

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments

Oneida County Department of Public Works

ANTHONY J PICENTE JR
County Executive

DENNIS S. DAVIS
Commissioner

6000 Airport Road
Oriskany, New York 13424
Phone:(315) 793-6221 Fax: (315) 768-6299

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

January 2, 2014

RE: 2014 TOWN/VILLAGE PAVEMENT MARKING AGREEMENTS HAVE BEEN SENT TO THE FOLLOWING TOWNS & VILLAGES WITH SPECIFIED STIPULATIONS:

Town of Annsville	Reimburse for labor, machinery & materials
Town of Deerfield	Reimburse for labor, machinery & materials
Town of Kirkland	Reimburse for labor, materials and machinery the difference after the 2014 mowing agreement has been exhausted.
Town of Marcy	Reimburse for materials and ditch 24 hrs. on County Roads to cover labor & expenses for 25 centerline miles.
Town of New Hartford	Reimburse for materials. Sweep 20.48 County miles and ditch 23 hours @ \$315 per hour to cover labor & expenses for 42 centerline miles. Any change to miles being striped will adjust ditching.
Town of Paris	Reimburse for materials. The Town agrees to sweep 27.33 County roads, approximately 60 hours and ditch 7 hours to cover labor and equipment on 40 centerline miles. Any change to miles being striped will adjust ditching.
Town of Remsen	Reimburse for labor, machinery & materials
Town of Sangerfield	Reimburse for labor, machinery & materials
Town of Verona	Reimburse for labor, machinery & materials
Town of Westmoreland	Mow 36.28 miles of County roads. This will cover striping of 24.4 centerline miles. Any additional miles striped, the Town will deduct hours to be paid under the 2014 Roadside Ditching Agreement.
Town of Whitestown	Reimburse for labor, machinery & materials

Village of Holland Patent	Reimburse for labor, machinery & materials
Village of New York Mills	Reimburse for labor, machinery & materials
Village of Remsen	Reimburse for labor, machinery & materials
Village of Sylvan Beach	Reimburse for labor, machinery & materials
Village of Whitesboro	Reimburse for labor, machinery & materials
Village of Yorkville	Reimburse for labor, machinery & materials
City of Rome	Reimburse for labor, machinery & materials

ONEIDA COUNTY – TOWN/VILLAGE PAVEMENT MARKING AGREEMENT 2014

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as “County” and the Village of sample, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called “Town”.

WHEREAS, the County proposes to perform striping on the improved Town road system located within the geographical boundaries of Town for an agreed-upon price and pursuant to agreed-upon terms and conditions, and

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

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

1. The term of this Agreement shall be from _____, to _____.
2. The County will furnish machinery, Materials and labor to perform striping on the improved Town road system located within the geographical boundaries of Town (hereinafter the “Roads”).
 - a) The Town will supply all supervision necessary to allow County to perform striping on the Roads.
3. The Town agrees to reimburse the County for all labor, machinery and materials used by the County to perform striping on the Roads.
4. The County agrees that it shall defend, indemnify and hold harmless the Town from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the County and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the County or failure on the part of the County to comply with any of the covenants, terms or conditions of this agreement. The County shall not be required to defend and indemnify the Town against claims alleging negligent acts of commission or omission attributable to the Town, including claims alleging negligent design or signing of the Roads.
5. No provision of this Agreement shall be deemed to have been waived by either party, unless such waiver shall be set forth in a written instrument executed by such party. Any waiver by any of the parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.
6. No assignment by any of the parties to this Agreement of any rights, including rights to monies due or to become due under this Agreement or delegation of any duties under this Agreement, shall be binding upon the parties until their written consent has been obtained.

7. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the parties agree that all other provisions shall remain valid and enforceable.
8. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
9. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
10. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
11. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
12. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

COUNTY OF ONEIDA

By: _____
Dennis S Davis, Commissioner
Oneida County DPW

TOWN OF _____

By: _____
Supervisor

COUNTY OF ONEIDA

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

By: _____
Highway Supt.

APPROVED AS TO FORM

By: _____
Oneida County Attorney

ONEIDA COUNTY – TOWN/VILLAGE PAVEMENT MARKING AGREEMENT 2014

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter referred to as “County” and the Town of sample, a municipal corporation organized and existing pursuant to the laws of the State of New York, hereinafter called “Town”.

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

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3. The Town agrees to reimburse the County for all labor, machinery and materials used by the County to perform striping on the Roads.
4. The County agrees that it shall defend, indemnify and hold harmless the Town from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the work of the County and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the County or failure on the part of the County to comply with any of the covenants, terms or conditions of this agreement. The County shall not be required to defend and indemnify the Town against claims alleging negligent acts of commission or omission attributable to the Town, including claims alleging negligent design or signing of the Roads.
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8. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all parties.
9. In performing under this Agreement, all applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority will be followed and complied with in all respects by all parties.
10. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
11. This Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
12. All exhibits to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

COUNTY OF ONEIDA

TOWN OF _____

By: _____
Dennis S Davis, Commissioner
Oneida County DPW

By: _____
Supervisor

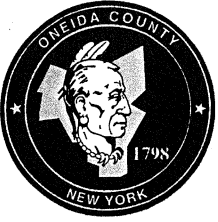
COUNTY OF ONEIDA

By: _____
Highway Supt.

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

APPROVED AS TO FORM

By: _____
Oneida County Attorney



ONEIDA COUNTY
DEPARTMENT OF EMERGENCY SERVICES
FIRE COORDINATOR
911 CENTER

ANTHONY J. PICENTE, JR.
County Executive

KEVIN W. REVERE
Director

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

December 26, 2013

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

FN 20 14-053

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente,

Attached is letter and a grant from the New York State Department of Homeland Security awarding Oneida County \$32,000 through its State Homeland Security Haz Mat Program. \$32,000 has been designated to be used by the Department of Emergency Services. This funding will be used to upgrade Haz Mat response equipment.

No County dollars will be necessary for this project.

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

A.) Establishment of Capital Project H-503 – Emergency Services – DHS Grant 2013 HAZ MAT Grant, and

B.) Funding for Capital Project H – 503 as follows:

H – 503 - State Aid.....\$32,000.

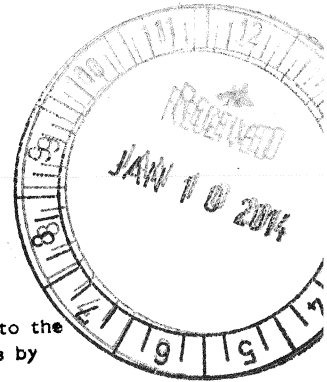
C.) Approval of the attached grant.

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

Sincerely,

Kevin W. Revere
Director

Cc: Tom Keeler
Sheryl Brown
file



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

Anthony J. Picente, Jr.
County Executive

Date 1/10/14

Oneida Co. Department Emergency Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

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

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

Proposed Dates of Operations: 09/06/2013 – 08/31/2015

Client Population/Number to be Served: Oneida County

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

Funding to upgrade Haz-Mat response equipment

2). Program/Service Objectives and Outcomes: Grant Oneida County funding to upgrade Haz-Mat equipment.

3). Program Design and Staffing Level

N/A

Total Funding Requested: No County dollars requested.

Oneida County Dept. Funding Recommendation: H-503

Proposed Funding Source (Federal \$ /State \$ / County \$): \$32,000.00

Cost Per Client Served: N/A

Past performance Served: N/A

O.C. Department Staff Comments:



**NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**

Andrew M. Cuomo, Governor

Jerome M. Hauer Ph.D., MHS, Commissioner

September 6, 2013

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

Dear Mr. Picente:

I am pleased to announce that the NYS Division of Homeland Security and Emergency Services (DHSES) is awarding Oneida County and its regional partnership \$32,000, under the FY2013 Hazmat Grant Program. Funding for this initiative is provided by the federal Department of Homeland Security's State Homeland Security Program (SHSP).

A representative from DHSES's Federal Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Ms. Beverly Riley at (518) 242-5108.

Congratulations on your award! We look forward to working with you to administer this program.

Sincerely,

Jerome M. Hauer, Ph.D., MHS
Commissioner

cc: Mr. Kevin Revere, Director, Oneida County Department of Emergency Services

<p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p>NYS COMPTROLLER'S NUMBER: T150439 (Contract Number) ORIGINATING AGENCY CODE: 01077</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: WM2013 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM13150439</p>
<p>FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO: (if applicable) 300100000 000 SFS VENDER NO: 1000002595</p>	<p>INITIAL CONTRACT PERIOD: FROM 09/06/2013 TO 08/31/2015 FUNDING AMOUNT FOR INITIAL PERIOD: \$32,000.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable)</p>
<p>CHARITIES REGISTRATION NUMBER: _____ (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. 0 - not exempt</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: _____ Date: _____ State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____</p>

Award Contract

SHSP

Project No.

Grantee Name

HM13-1014-D00

Oneida County

12/18/2013

Award Contract

SHSP

Project No.

Grantee Name

HM13-1014-D00

Oneida County

12/18/2013

Award Contract

SHSP

Project No.

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12/18/2013

Award Contract

SHSP

Project No.

Grantee Name

HM13-1014-D00

Oneida County

12/18/2013

Budget Summary by Participant

Oneida County

Oneida County Emergency Services - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Management and Administration	1	\$1,503.00	\$1,503.00	\$1,503.00	\$0.00
Total				\$1,503.00	\$1,503.00	\$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personal Protective Equipment	01CB-02-ENSM	1	\$14,563.00	\$14,563.00	\$14,563.00	\$0.00
2	Testing and Detection Equipment	07CD-02-DPGC	1	\$14,059.00	\$14,059.00	\$14,059.00	\$0.00
3	Drum, Waste Containment	08D2-01-WWCD	1	\$510.00	\$510.00	\$510.00	\$0.00
Total					\$29,132.00	\$29,132.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Detection Supplies (spill kits, test strips) and other related items	1	\$1,365.00	\$1,365.00	\$1,365.00	\$0.00
Total				\$1,365.00	\$1,365.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$32,000.00	\$32,000.00	\$0.00

Herkimer County Hazmat Team

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$32,000.00	\$32,000.00	\$0.00

Award Contract**SHSP****Project No.****Grantee Name**

HM13-1014-D00

Oneida County

12/18/2013

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

B. Interim and/or Final Claims for Reimbursement

1. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money

order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

2. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 05/2013

Certified by - on

Award Contract**SHSP****Project No.****Grantee Name**

HM13-1014-D00

Oneida County

12/18/2013

Work Plan**Goal**

To promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system.

Objective #1

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - CBRNE Detection, Response and Decontamination

Target Capability

Primary - WMD/HazMat Response and Decontamination

Establish/enhance regional response teams.

Task #1 for Objective #1

Purchase allowable equipment along with personal protective equipment (PPE) and testing supplies. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced regional response team capabilities in the region. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #1

Conduct management and administrative activities that support the homeland security initiatives. Ensure all programmatic, fiscal and reporting requirements of the grant are being followed, completed and submitted in a timely manner.

Performance Measure

1 Management and administrative activities conducted. Provide a brief narrative reporting activities completed. All programmatic, fiscal and reporting requirements completed and submitted in a timely manner.

Award Contract**SHSP****Project No.****Grantee Name**

HM13-1014-D00

Oneida County

12/18/2013

APPENDIX A-1

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

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

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

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

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

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

K. Notice:

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

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

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

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

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

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

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

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

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

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

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.¹

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

V. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in

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

C. Termination:

1) Grounds:

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

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

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

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

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

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

2) Notice of Termination:

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

- i. personal messenger service; or
- ii. certified mail, return receipt requested and first class mail.

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

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

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

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

- a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
 - b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.
- 4) Effect of Termination Based on Misuse or Conversion of State or Federal Property:

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

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

6) Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7) Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1) Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2) Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3) For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4) Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

C. Claims for Reimbursement:

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

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

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

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The

Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:² Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:³ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁴ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁵ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:⁶ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

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

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

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

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

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

D. Identifying Information and Privacy Notification:

1) Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for

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

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

E. Refunds:

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

2) If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

them.

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

I. Additional Terms:

1) The Contractor agrees that if the project is not operational within 60 days of the execution date of the

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

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

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

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

3) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

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

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

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

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

a) A Contractor who proposes to purchase goods or services from a particular vendor without competitive

bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

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

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

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

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

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

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

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

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

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

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

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

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

- a) DHSES shall provide the Contractor with written notice of noncompliance.
- b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.
- c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

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

- a) By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.
- b) Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before DHSES may approve a request for Assignment of Contract.
- c) During the term of the Contract, should DHSES receive information that a person is in violation of the above-referenced certification, DHSES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DHSES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.
- d) DHSES reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

- 1) The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.
- 2) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

- 1) If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
- 2) The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
- 3) Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
- 4) When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
- 5) When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
- 6) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

- 1) The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
- 2) Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

- 1) Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the

Contract.

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:**1) General:**

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

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

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history

folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

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

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

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

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

2) Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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

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

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

G. Publicity:

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

2) Any publications, presentations or announcements of conferences, meetings or trainings which are funded

in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

- a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
- 3) Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

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

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real

property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

- 1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
- 2) The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
- 3) The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- 4) At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- 5) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

- 1) If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
 - b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
 - c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible

vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

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

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

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

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

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

P. Consultant Disclosure Law:⁷ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment,

materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

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

2) Contract Goals

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

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

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

3) Equal Employment Opportunity (EEO)

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

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

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

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

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

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race,

creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

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

c) Staffing Plan

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

d) Workforce Employment Utilization Report

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

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

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

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

4) MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE

Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

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

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

5) Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6) MWBE Subcontractor Utilization Quarterly Report

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

7) Liquidated Damages - MWBE Participation

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

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

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

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

8) M/WBE AND EEO Policy Statement

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

M/WBE

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or

WBEs, including solicitations to M/WBE contractor associations.

- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions

of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

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

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

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

1) Administrative Requirements:

- a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
- b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2) Cost Principles:

- a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
- b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
- c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
- d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

- a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

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

1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) Affirmative steps shall include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum

participation by small and minority business, and women's business enterprises;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

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

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

I. Single Audit Requirements: In accordance with federal requirements, a Contractor that expends during its fiscal year \$500,000 or more of federal funds from all sources, including this Contract, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

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

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

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

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

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

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

L. Accounting for Grant Expenditures:

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

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

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

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

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

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

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

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

O. Equipment and Property:

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

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

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

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

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

P. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

Q. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

R. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:

¹ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

² A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

³ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁴ Rate based agreements are those agreements in which payment is premised upon a specific established rate

per unit.

⁵ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁶ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁷ Not applicable to not-for-profit entities.

VER 09/13

Certified by - on

Award Contract**SHSP****Project No.****Grantee Name**

HM13-1014-D00

Oneida County

12/18/2013

Special Conditions**I. ALL GRANT FUNDS:****A. Permissible Use of Funding**

1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the HSGP application kit, which can be located at <http://www.fema.gov/government/grant/hsgp/index.shtm>.

2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <http://www.dhSES.ny.gov/planning/#strat>.

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.llis.dhs.gov/knowledgebase>).

2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using HSGP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities

1. Any non-DHS training course to be supported by this award must be submitted to DHSES for approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.

3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

E. Law Enforcement Requirements

1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/#ehp>

G. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.
4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to

ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer

FN 20 14-054

PUBLIC SAFETY
WAYS & MEANS

Michael R. Nolan
Kara E. Wilson
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss

December 16, 2013

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

Dear Mr. Picente:

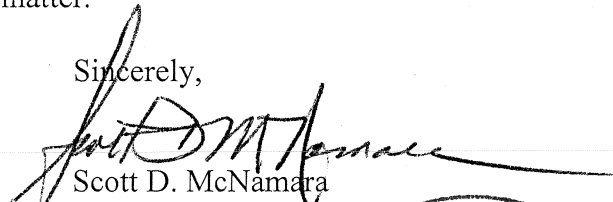
Enclosed is a Lease Agreement between the Oneida County District Attorney's Office and the Town of New Hartford, New York, to lease a building for an initial period of five (5) years, commencing on October 1, 2013 and ending on September 30, 2018. The rent that will be paid by the Tenant to the Landlord for the initial term and/or any renewal term shall be the sum of \$1.00.

I am hereby requesting your review and approval of this lease agreement. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

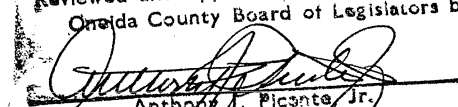
Should you have any questions or concerns, please notify me.

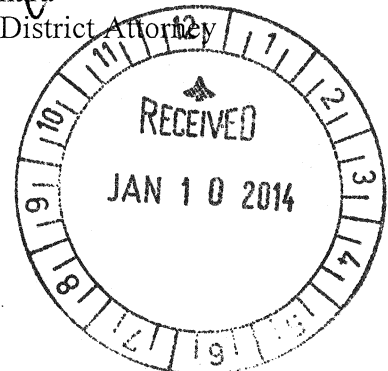
Thank you for your time and assistance in this matter.

Sincerely,


Scott D. McNamara
Oneida County District Attorney

SDM/jl
Enc.

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

Anthony J. Picente, Jr.
County Executive
Date 1/10/14



Oneida Co. Department: District Attorney

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Federal Agreement/Revenue _____

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Oneida County District Attorney's Office/ [REDACTED]

Title of Activity or Service:

Lease Agreement

Proposed Dates of Operation:

10/01/2013 – 09/30/2018

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

The lease of a building [REDACTED]

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$1.00

Account #

Oneida County Dept. Funding Recommendation:

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

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:



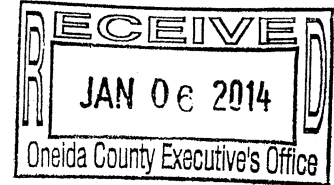
Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660
Fax: (315) 768-3670
Website: www.ocgov.net
Email: mentalhealth@ocgov.net

120 Airline Street
Suite 200
Oriskany, New York 13424

FN 20 14-055



January 2, 2014

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Dear County Executive:

Due to the fact Upstate Cerebral Palsy was granted an increase in State Aid the Appropriations originally allocated for their Account Number A4310.49517 needs to be increased. The Amount of increase is already included in the Original Revenue Account A3490.

I therefore request your Board's approval for the following 2013 fund account increase:

TO APPROPRIATIONS ACCOUNT:

AA# A4310.49517: Mental Health Administration – Upstate Cerebral Palsy \$ 3,939.00
.....(final Account balance - \$765,887.00)

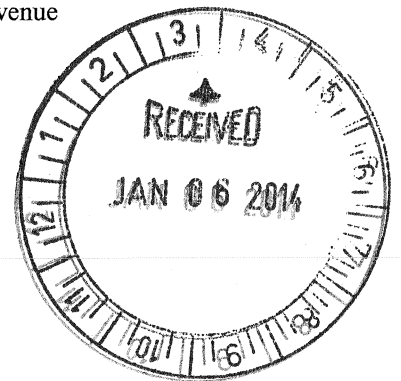
FUNDING FROM REVENUE ACCOUNT:

#A4490: Mental Health Administration – State Aid OMH \$6,556,240.00
.....final Account Revenue

Respectfully submitted,

Debra A. Whiteford
Debra A. Whiteford

Interim Commissioner Oneida County Department of Mental Health



Attach.

- CC: County Attorney
- Comptroller
- Budget
- Comm., Mental Health

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

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 1/4/14



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Telephone (315) 798-5514 Fax (315) 793-6044

January 3, 2014

FN 20 14 - 056

HEALTH & HUMAN SERVICES

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

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

WAYS & MEANS

[Signature]
Anthony J. Picente, Jr.
County Executive

Date 1/7/14

Dear Mr. Picente:

Social Services is requesting a transfer from A6010.102, General Administration, Temporary Help account to A6010.109 Salaries, Other Expenses, in the amount of \$10,000 for budget year **2013**. This transfer is needed to cover half of the salary of a shared employee with Purchasing. Originally, this cost was budgeted as temporary help but changed to a contracted employee.

Therefore we are asking for your approval and, subsequent Board approval of the following transfer:

From:
A6010.102 General Administration – Temporary Help \$10,000

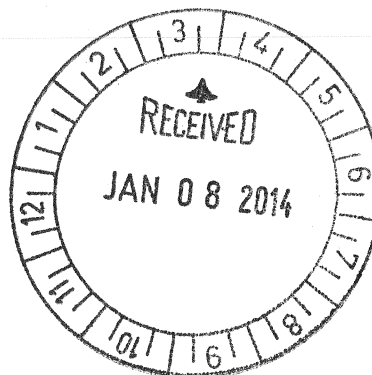
To:
A6010.109 General Administration – Salaries, Other Expense \$10,000

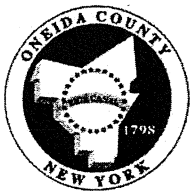
Sincerely,

[Signature]

Lucille A. Soldato
Commissioner of Social Services

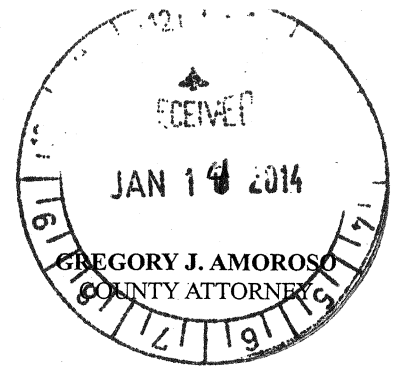
Cc: Tom Keeler





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

FN 20 14-057

January 13, 2014

Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

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

WAYS & MEANS

[Signature]
Anthony J. Picente, Jr.
County Executive
Date 1/14/14

Re: Tentative Agreement between Oneida County and the Oneida County Nurses Unit of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO

Dear Mr. Picente:

The County negotiating team has entered into a Tentative Agreement with the Oneida County Nurses Unit of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO. The union membership has ratified the agreement.

I am attaching a copy of the Tentative Agreement to this letter for your reference. In summary, the Tentative Agreement holds, in pertinent part, as follows:

Length of Award

Two years (January 1, 2014– December 31, 2015)

Wages

2014:

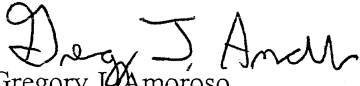
- On January 1, 2014, each employee on the schedule shall advance one step.
- On January 1, 2014, Step 1 will be dropped from the 2014 schedule and the remaining steps will be appropriately renumbered.
- On January 1, 2014, each employee who is “off the schedule” shall receive an increase of 2.25% to his/her salary.

2015:

- On January 1, 2015, each employee on the schedule shall receive an increase of 2.25% to his/her salary.
- On January 1, 2015, each employee who is “off the schedule” shall receive an increase of 2.25% to his/her salary

I would ask that your office forward the matter to the Oneida County Board of Legislators with your recommendation for legislative approval.

Very truly yours,


Gregory J. Amoroso
County Attorney

PROPOSED TENTATIVE AGREEMENT BETWEEN THE COUNTY OF ONEIDA

AND CSEA. LOCAL 1000 AFSCME, AFL-CIO

DECEMBER 9, 2013

WAGES

2014:

- On January 1, 2014, each employee on the schedule shall advance one step.
- On January 1, 2014, Step 1 will be dropped from the 2014 schedule and the remaining steps will be appropriately renumbered.
- On January 1, 2014, each employee who is "off the schedule" shall receive an increase of 2.25% to his/her salary.

2015:

- On January 1, 2015, each employee on the schedule shall receive an increase of 2.25% to his/her salary.
- On January 1, 2015, each employee who is "off the schedule" shall receive an increase of 2.25% to his/her salary

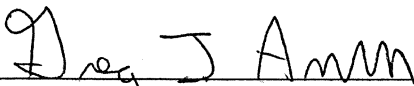
OTHER

Section 7.09 shall be amended to allow regular full-time employees to use a maximum of 6 sick leave days each calendar year for illness or injury to a member of the employee's immediate family.

Section 10(h) shall be amended to only apply to full-time bargaining units who were employed prior to January 1, 2013, and who were performing Maternal Child Health Care services on a full-time basis at the time of ratification.



For the Union



For the County