

# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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## COMMUNICATIONS WITH DOCUMENTATION July 9, 2014

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

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ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY & WATER POLLUTION CONTROL

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

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

July 3, 2014

FN 2014-242

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

WAYS & MEANS

Re: Niagara Mohawk Power Corporation/National Grid License and Assent Agreement  
North Utica Parallel Interceptor  
Capital Project HG479

Dear County Executive Picente:

Construction of the North Utica Parallel Interceptor Project is underway. A significant portion of this project is located within a corridor which consists of lands which are owned by Niagara Mohawk Power Corporation/National Grid (NMPC) and lands which are subject to a right-of way in favor of NMPC. This corridor contains a high voltage power transmission line. In order for the County to conduct construction activities within this right-of-way, NMPC is requiring that a license and assent agreement be executed between the parties. I have just received the final version of this document from NMPC.

This agreement details NMPC's requirements that the County must meet to be allowed to access the right-of-way for construction purposes. Some of these requirements, such as paying for a full time NMPC inspector to be on site during construction and paying for third party engineering reviews at the request of NMPC have a cost associated with them. This cost is estimated to be \$200,000 depending on the duration of the project.

Full blown construction activities cannot occur within the NMPC corridor until this agreement is executed. The project is underway and the contractor is currently working on site. To prevent project delays, I would appreciate consideration of this request by you and Board of Legislators so that the legislation could be acted upon during the July 9<sup>th</sup> meeting.

I am available to meet with you or the Board at your convenience to discuss this request and explain this agreement in more detail.

Thank you for your consideration in this matter.

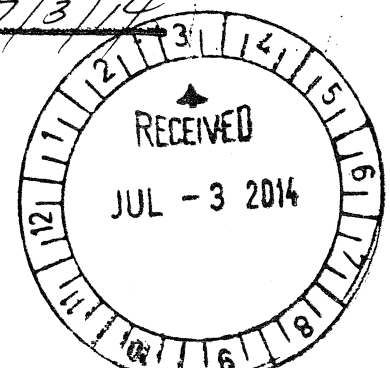
Sincerely,  
THE ONEIDA COUNTY DEPARTMENT OF  
WATER QUALITY AND WATER POLLUTION CONTROL

Steven P. Devan, P.E.  
Commissioner

Cc: Brian D. Miller, Chairman-DPW Committee

Attachement: Niagara Mohawk Power Corporation License and Assent Agreement

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 7/3/14



Oneida Co. Department: WQ&WPC

Competing Proposal                     

Only Respondent                     

Sole Source RFP           X          

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Niagara Mohawk Power Corp /National Grid

**Title of Activity or Service:** License and Assent Agreement

**Proposed Dates of Operation:** Through 2016

**Client Population/Number to be Served:** Oneida County Sewer District/110,000 people

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** This agreement allows us to access and do construction on Niagara Mohawk/National Grid right-of-way for the North Utica Parallel Interceptor Project.
- 2) **Program/Service Objectives and Outcomes:** Complete construction of the North Utica Parallel Interceptor in Niagara Mohawk/National Grid right-of-way.
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$200,000 (estimate)

**Account #:** HG479

**Oneida County Dept. Funding Recommendation:** Funding for this will come out of capital project HG479. Grant/bonding have already been secured.

**Proposed Funding Sources (Federal \$/ State \$/County \$):** The project is funded through a \$5M grant from EDGE and County bonding. Bonding has already been conducted.

**Cost Per Client Served:** \$1.82

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** The agreement requires the County to pay for a full time inspector to be in the field during inspection and any third party engineering reviews requested by Niagara Mohawk/National Grid. Estimate is \$200,000.

**LICENSE AND ASSENT AGREEMENT**

**THIS LICENSE AND ASSENT AGREEMENT** (this “Agreement”) is made as of this \_\_\_\_ day of June, 2014 (the “Effective Date”), by and between **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an office at 300 Erie Boulevard West, Syracuse, New York 13202 (“NMPC”) and the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at the County Office Building, 800 Park Avenue, Utica, New York 13501 (“Grantee”).

**RECITALS:**

WHEREAS, NMPC is the fee owner of a certain parcel of real property (the “NMPC Land”) located in the City of Utica, Oneida County, New York (the “City”) pursuant to that certain instrument listed on **Exhibit A-1** attached hereto and made a part hereof, and the holder of certain easement rights (collectively, the “NMPC Easements”) over, across, under, upon and through certain parcels of real property also located in the City pursuant to those certain instruments listed on **Exhibit A-2** attached hereto and made a part hereof; and

WHEREAS, NMPC did install and has continuously operated an electric transmission line known as the Terminal-Schuyler #7 Electric Transmission Line (the “Electric Transmission Line”) on and within a certain right-of-way comprised, principally, of the NMPC Land and the NMPC Easements, but also of certain other interests (collectively, the “Other NMPC Interests”) (hereinafter, the NMPC Land, the NMPC Easements and the Other NMPC Interests may be referred to, collectively, as the “NMPC Right of Way”); and

WHEREAS, Grantee proposes to construct, using both traditional “trenching” methods and, at certain locations, so-called “trenchless” methods, a new, 42” diameter, interceptor sewer line, together with all of the pipes (including collector and/or lateral pipes), equipment, appliances, appurtenances, apparatus and fixtures used or associated therewith (collectively, the “Facilities”), running from the Marcy Interceptor Sewer eastward through North Utica to Grantee’s Sewage Treatment Facility located at 51 Leland Avenue, Utica, New York (the “New Interceptor Sewer”) and thereafter operate and maintain the same in its



entirety and/or turn over to the City of Utica certain portions thereof which comprise collector and/or lateral pipes lying outside the Affected Area (as such term is hereinafter defined); and

WHEREAS, the proposed alignment of the New Interceptor Sewer is depicted on a map (consisting of 10 sheets) entitled "Survey Map Showing Areas of Overlap Between (A) an Existing 15' Wide Oneida County Sewer District Easement and Certain Temporary Easements and Permanent Easements to be Acquired for the Construction of the New North Utica Interceptor Sewer and (B) the Existing 100'+/- Wide Niagara Mohawk Power Corporation Terminal-Schuyler #7 Electric Transmission Line Right of Way, City of Utica, Oneida County, New York", prepared by Lafave, White & McGivern, L.S., P.C., dated June 19, 2013, revised June 23, 2014 (the "Survey Map"), a reduced size copy of which Survey Map is attached hereto and made a part hereof at **Exhibit B**; and

WHEREAS, as indicated by the Survey Map, a portion of the New Interceptor Sewer is proposed to be located within certain portions of the NMPC Right of Way and, therefore, Grantee has requested NMPC's permission to access the affected areas with vehicles, equipment, materials and workers necessary to construct, operate and maintain such New Interceptor Sewer (the "Work") within the affected portions of the NMPC Right of Way, all as more particularly described herein; and

WHEREAS, the parties have reached an agreement as to the terms and conditions under which NMPC is willing to grant such permission, and desire to memorialize their agreement regarding the same.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, and the covenants and agreements hereinafter contained, the parties agree as follows:

1. GRANT OF LICENSE AND ASSENT.

Subject to the terms and provisions of this Agreement, and for the sole purpose of conducting the Work, NMPC hereby (a) grants to Grantee (which term shall mean and include Grantee's officers, employees, agents and contractors), a limited, non-exclusive license and privilege (the "License") to enter upon and use, at its sole cost, expense and risk, those portions of the NMPC Land designated as "TE-6" and "PE-7" (the "License Area") on the Survey Map and more particularly described by metes and bounds in the legal

descriptions attached hereto and made a part hereof at **Exhibit C**; and (b) assents to Grantee's entry upon and use of, at its sole cost, expense and risk, subject in all cases to the rights of the underlying landowner, the area of overlap between the temporary and permanent easements to be acquired for construction of the New Interceptor Sewer and the NMPC Right of Way, as depicted on the Survey Map (the "Assent Area" which, together with the License Area, may be referred to collectively herein as the "Affected Area"). Upon final completion of the New Interceptor Sewer, Grantee shall arrange for the Survey Map to be revised so as to eliminate from the Affected Area any areas designated thereon as temporary easements including, without limitation, the area designated as "TE-6" and make such other changes thereto as may be mutually agreeable to the parties (the "Revised Survey Map"). The Revised Survey Map shall be substituted for the Survey Map attached to this Agreement on the Effective Date as **Exhibit B** and, upon the making of such substitution, references in this Agreement to the Survey Map shall thereupon be deemed to mean the Revised Survey Map.

## 2. COVENANTS AND CONDITIONS.

Grantee covenants, acknowledges and agrees that:

(a) Grantee shall not install or authorize to be installed (whether by the issuance of a so-called "notice to proceed" to its general contractor, or otherwise) any improvements within the Affected Area without NMPC's prior written agreement in accordance with the procedures set forth herein. If, during the period of initial construction of the New Interceptor Sewer (the "Construction Phase"), Grantee learns of any improvement not so installed in accordance with such procedures, Grantee promptly shall give NMPC's on-site Inspector (as such term is hereinafter defined) written notice thereof. Upon his receipt of any such written notice, NMPC's on-site Inspector shall review the same utilizing the procedure established in Paragraph 2(b) hereof for processing a Proposed Work Plan Change (as such term is hereinafter defined). If, after conducting such review and conferring with Grantee, NMPC determines that the improvement in question must be removed due to engineering and/or safety concerns, it shall so notify Grantee whereupon Grantee promptly shall remove such improvement at its sole cost and expense. If, on the other hand, during the period after the initial construction of the New Interceptor Sewer has been finally completed (the "Post-

Construction Phase”), Grantee learns of any improvement not so installed in accordance with such procedures, Grantee shall give written notice thereof to NMPC (pursuant to the provisions on notice set forth in Paragraph 8 hereof). Upon its receipt of such notice, and after conferring with Grantee, NMPC shall determine what action, if any, should be taken with respect to such improvement. If NMPC determines that such improvement should be relocated, it may send a Relocation Notice to Grantee pursuant to the provisions of Paragraph 7 hereof.

(b) NMPC is entering into this Agreement as an accommodation to Grantee, primarily to acknowledge its conditional agreement to the alignment of the New Interceptor Sewer, as shown on the Survey Map. As of the Effective Date hereof, however, the means and methods of construction have not been determined or finalized. Accordingly, unless, and only to the extent that, NMPC may otherwise agree, in writing (which writing shall make specific reference to this Paragraph 2(b)), the Work shall not commence until such time as NMPC has completed a “thorough review” of such plans and documents as it may deem necessary, in its sole discretion, to reach a satisfactory determination that the intended work shall not injure, damage or interfere with the NMPC Right of Way and/or the Electric Transmission Line located thereon, or create a level of risk deemed unacceptable to NMPC in its sole discretion. Specifically, Grantee shall submit to NMPC, in both electronic and hard copy format, at least one (1) complete set of the following plans, drawings and documents (which may be prepared by Grantee’s general contractor) for its review and written acceptance prior to commencing any work within the NMPC Right of Way:

- (1) Trench Excavation and Stabilization Plan;
- (2) Dewatering Plan;
- (3) Micro-tunneling Plan;
- (4) Work and Safety Plan;
- (5) Traffic Plan (showing access points, crossing points, staging points, loading/unloading points; soil removal route(s), etc.);
- (6) Construction Sequence Plan/Document;
- (7) Construction Schedule; and
- (8) Plan and Profile Drawings.

The foregoing shall not be deemed an exhaustive list, NMPC hereby reserving the right to require such additional plans, drawings or other documents as may be necessary to make the foregoing determinations. As soon as is reasonably practicable following its receipt of such

plans and documents, NMPC shall provide Grantee with written comments and/or acceptance thereof. Grantee shall address any such comments to NMPC's satisfaction. Once accepted, the foregoing plans and documents, together with any plans and documents reviewed and accepted prior to the Effective Date hereof or subsequent thereto, shall be referred to as the "Work Plans", and **Exhibit D** attached hereto and made a part hereof shall be updated to include a reasonably detailed description of such Work Plans, which description shall, at minimum, include a title and/or other such identifying reference, as well as month, day and year thereof. The Facilities shall be constructed in those particular locations and using those particular means and methods accepted in advance by NMPC as set forth in the Work Plans. Grantee acknowledges that the NMPC Right of Way may be improved with other above and/or below-ground facilities existing as of the Effective Date, including, without limitation, gas, electric and other utility facilities; accordingly, the Work Plans shall show the location of such features as determined by Grantee's general contractor as part of its design and/or construction dig safely due diligence.

No changes shall be made to the Work Plans without the prior written agreement of NMPC, which agreement shall not be unreasonably withheld, conditioned or delayed. In order to make changes to any Work Plans (each, a "Proposed Work Plan Change") during the Construction Phase, the parties shall follow the following procedures: Grantee's engineer first shall furnish each such Proposed Work Plan Change to NMPC's on-site Inspector. Upon his receipt of any such Proposed Work Plan Change, NMPC's on-site Inspector (and such other NMPC representatives as NMPC's on-site Inspector deems necessary) immediately shall confer with Grantee's engineer (and such other Grantee representatives as Grantee's engineer deems necessary) to obtain the relevant facts and circumstances underlying such Proposed Work Plan Change and shall determine whether such Proposed Work Plan Change would result in a minor change to any of the Work Plans and, thus, can be approved in the field. If NMPC's on-site Inspector and/or other NMPC representatives determine to approve such Proposed Work Plan Change, such approval shall be in writing and a copy thereof shall be given to Grantee's engineer. If, on the other hand, after conferring with Grantee's engineer and/or Grantee's other representatives, NMPC's on-site Inspector and/or NMPC's other representatives determine that such Proposed Work Plan Change would result in a major change to any of the Work Plans, or if he or they have an insufficient

information concerning the relevant facts and circumstances underlying the Proposed Work Plan Change upon which to make an informed decision approving the same then, and in such case, the Proposed Work Plan Change shall be processed by NMPC in accordance with the “thorough review” procedures set forth above. Any Proposed Work Plan Change furnished by Grantee to NMPC during the Post-Construction Phase shall be processed by NMPC in accordance with the “thorough review” procedures above.

Each party shall maintain at least one (1) complete set of all Work Plans, all Proposed Work Plan Changes which have been approved by NMPC, all such NMPC approvals, and any other records reasonably necessary to fully document all Work Plans, as the same may be amended and/or changed from time to time (collectively, the “Work Plan Record”). During the Construction Phase, NMPC shall maintain the Work Plan Record at its corporate office located at 40 Sylvan Road, Waltham, Massachusetts 02451 and Grantee shall maintain the Work Plan Record at its Department of Water Quality & Water Pollution Control, 51 Leland Avenue, Utica, New York 13503.

(c) In light of the foregoing subsections, the conditions provided for hereinbelow are general in nature. NMPC may impose such additional conditions as it may deem necessary to accept the Work Plans, or any of them, and if and when such additional conditions are imposed, the same shall be incorporated into the applicable Work Plans and included in the Work Plan Record. If the additional conditions in question necessitate amendments or supplements to this Agreement, then, and in such event, each party shall execute and deliver such amendments or supplements hereto as may be reasonably necessary in order to memorialize such additional conditions.

(d) The grade of the Affected Area shall not be changed, whether by excavation, fill or other means, except to the extent set forth in the Work Plans; NMPC reserves the right to require that all earth or soil disturbed by the Work shall be properly replaced and the surface thereof restored by Grantee to its prior condition or to a condition reasonably comparable to such prior condition, at Grantee’s sole cost and expense and in compliance with Applicable Laws (as such term is hereinafter defined). Notwithstanding anything to the contrary contained herein, Grantee shall not be obligated hereunder to restore any trees, shrubs, bushes or similar vegetation; instead, re-seeding any such disturbed earth or soil with the appropriate grass or grasses or otherwise restoring the same shall be sufficient; provided,

however, that any such restoration methods comply with Applicable Laws and the conditions of any Approvals (as such term is defined herein).

(e) Within sixty (60) days following final completion of the Work, Grantee shall deliver to NMPC an “as built” plan prepared by a New York State registered professional engineer or New York State licensed land surveyor indicating the exact location of the Facilities and all final grades within the Affected Area (as depicted on the Revised Survey Map), and certifying that the Facilities have been located in strict compliance with the Work Plans. Grantee shall install and maintain elevated manholes or field markers indicating the location of the Facilities at such intervals as may be necessary to ensure that any elevated manhole or field marker located immediately behind and ahead of a particular elevated manhole or field marker is plainly visible while standing at that particular elevated manhole or field marker (except to the extent that such visibility may be obstructed by North Genesee Street and/or Leland Avenue.

(f) NMPC makes no covenant, guaranty or warranty, express or implied, with respect to the condition, safety, title, fitness or suitability of the Affected Area, the NMPC Land, the NMPC Easements or any other portion or portions of NMPC Right of Way for any purpose, and Grantee hereby expressly waives any such warranties, and acknowledges that the Affected Area shall be made available, subject to the terms and conditions hereof, “AS IS, WHERE IS, WITH ALL FAULTS AND HAZARDS”, to be used by Grantee at its sole risk. Grantee has not relied on nor will it not rely on, nor shall NMPC be liable for or bound by any express or implied warranties, guaranties, covenants (including, not limited to, any express or implied covenant of quiet enjoyment), statements, representations, or information pertaining to the Affected Area or relating in any manner to this Agreement made or furnished by NMPC or any employee representing or purporting to represent NMPC, to whomever made or given, directly or indirectly, orally or in writing. Grantee acknowledges that to the extent any such statements were made or information was furnished, the same was made or furnished as an accommodation only. Grantee assumes the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, the unsuitability of the Affected Area for the activities contemplated hereby, or the current and future existence of NMPC's facilities within the NMPC Right of Way and the inherently dangerous nature thereof, may exist and Grantee shall be deemed to have waived, relinquished, and

released NMPC and its affiliated corporations or entities and its or their respective successors, assigns, officers, directors, shareholders, employees, attorneys and agents (collectively, the “NMPC Parties”), from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney fees and expenses) of any and every kind or character, known or unknown, which Grantee might have asserted or alleged against the NMPC Parties, or any of them, at any time by reason of or arising out of any latent or patent physical conditions, violations of applicable laws, unsuitability of the Affected Area for Grantee’s intended use, the existence of NMPC’s facilities, both current and to be constructed in the future, and the inherently dangerous nature thereof, breach of any express or implied covenant of quiet enjoyment, and any and all other acts, omissions, events, circumstances, or matters relating in any manner thereto.

(g) Grantee shall (1) at all times comply with (A) the terms and conditions of this Agreement; (B) except as specifically provided otherwise in the Work Plans, and then only to the extent Grantee strictly adheres to all general or special conditions which may be imposed herein or hereafter, the guidelines set forth in Exhibit E attached hereto and made a part hereof entitled “Conditions For Activities Within Electric Transmission Line Rights of Way”; and (C) all Applicable Laws (as defined below) affecting the Affected Area and its occupancy and use thereof pursuant to this Agreement (if any provision of this Agreement is less restrictive than Applicable Laws, then Grantee shall comply with the more restrictive Applicable Laws); and (2) take all necessary precautions for the safety of Grantee’s employees, agents, contractors, and invitees upon, within, or about the Affected Area, and comply with all applicable provisions of federal, state, and municipal laws, statutes, codes, rules, regulations and ordinances and any successor laws, statutes, codes, rules, regulations and ordinances thereto (collectively, “Applicable Laws”) in order to prevent accidents or injury to persons and property on, about, or adjacent thereto. Prior to commencement of the Work, Grantee shall have obtained any and all final federal, state, local and other licenses, permits, approvals and authorizations that are necessary or required therefor, with all appeal periods for such approvals having expired with no appeals having been taken (collectively, the “Approvals” and individually an “Approval”).

(h) The persons who perform the Work within the Affected Area (including, without limitation, the employees of Grantee’s contractors) shall be Electric Hazard Awareness

(EHAP) certified, in accordance with all applicable OSHA requirements, and have a full and complete understanding of the New York State High Voltage Proximity Act. Grantee shall (1) provide the names of any such persons performing the Work within the Affected Area, along with evidence of their certifications, if requested by NMPC, and (2) shall provide contact information, including an emergency contact number, for the field supervisor and, if applicable, crew foreman performing the Work.

(i) NMPC, at its sole election, may have one or more inspectors (each, an “Inspector”) present on-site at any time that construction meetings are being held and at the time or times the Work is being performed, which Inspectors may be employees of NMPC or any NMPC affiliate (collectively, “NMPC In-House Employees”) or outside, independent, third-party contractors (collectively, “Outside Third-Party Contractors”). Each such Inspector shall have the right and authority, to require the modification or cessation of the Work when, in his sole judgment, such Work is contrary to the provisions of this Agreement or is, or may become, a source of danger to the Electric Transmission Line, or to any other NMPC facilities. Grantee expressly agrees to cooperate with such Inspector(s) to the maximum extent practicable including, by way of example only, providing such Inspector(s) with such advance notice of the time and location of any construction meetings as may be reasonably necessary to afford such Inspector(s) an opportunity to attend the same. The presence or absence of any such Inspector(s) shall not constitute a waiver of any provision of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantee shall be obligated to pay the hourly cost and expense to NMPC of any such Inspector(s) present while construction meetings are being held and/or the Work is being performed. During the Construction Phase, NMPC has projected that the cost and expense of such Inspector(s) shall be \$95.00 per hour x the number of hours each such Inspector is present while construction meetings are being held and/or the Work is being performed plus a mileage reimbursement to each such Inspector not to exceed \$50.00 per day. NMPC shall use its best efforts to (i) notify Grantee as to any material change in the foregoing projection, and (ii) limit the number of Inspectors to the number reasonably necessary to align with Grantee’s Work schedule and/or to otherwise oversee the Work.

(j) Grantee shall bear, pay and discharge all taxes, assessments and public charges, ordinary and extraordinary, levied, assessed or accruing upon the Affected Area, attributable



to the Work or the Facilities installed pursuant thereto. Unless Grantee is then contesting, by appropriate legal proceedings conducted in good faith and with due diligence, the validity, application, or amount, in whole or in part, of any such taxes, assessments or public charges, every such tax, assessment and public charge shall be paid, discharged or cancelled by Grantee not more than thirty (30) days after the same shall become a lien, and if Grantee shall fail to pay, discharge or cancel any such tax, assessment or public charge within thirty (30) days after the same shall become a lien, NMPC may, at its option, pay and satisfy the same and any amount so paid, together with all penalties in connection therewith, together with interest from date of payment, shall be repaid to NMPC, upon thirty (30) days' demand.

(k) Grantee covenants and agrees to pay NMPC, on demand, all reasonable costs and expenses incurred by NMPC which are directly or indirectly related to this Agreement and/or Grantee's exercise of its rights or the performance of its obligations hereunder, including but not limited to, any and all reasonable costs for repairs of, or modifications to, any structures, clearances, or any guys, anchors, grounds, counterpoises, culverts or any other utility facility or equipment within the NMPC Right of Way which are occasioned by the Work. Grantee hereby assumes the responsibility for reimbursing NMPC for any adjustment (temporary or permanent), and outages requested or required as a result of the Work (collectively, the "Outages"), or relocations (temporary or permanent) of its facilities necessary to accommodate the construction, operation, maintenance or removal of the Facilities. Outages shall be requested through John A. Fiume, Manager, Community and Customer Management, National Grid (Office Tel.: (315) 452-7655; Mobile Tel.: (315) 439-0681) in accordance with NMPC's standard procedures for outages. Notwithstanding anything to the contrary contained in this Agreement, with the exception of the cost and expense of NMPC In-House Employees who serve as Inspectors and NMPC In-House Employees who perform work in connection with Outages, Grantee shall not be obligated to pay the cost and expense of internal labor of NMPC In-House Employees (collectively, the "NMPC Internal Labor Expenses").

NMPC agrees that whenever it performs any work pursuant to or in connection with this Agreement and/or Grantee's exercise of its rights or the performances of its obligations hereunder (collectively, the "NMPC Work"), NMPC shall use its best efforts (i) to utilize NMPC In-House Employees to perform such NMPC Work and (ii) to consult with Grantee in

advance of hiring any Outside Third-Party Contractors with regard to both the need by NMPC to hire such Outside Third-Party Contractor and the anticipated cost thereof. With respect to any NMPC Work which Grantee is obligated to pay for hereunder, NMPC shall bill Grantee only for the reasonable direct cost to NMPC thereof, without markup (collectively, the "NMPC Reasonable Reimbursable Expenses"). Until final completion of the New Interceptor Sewer, NMPC shall invoice Grantee for the NMPC Reasonable Reimbursable Expenses on a monthly basis (or at other reasonable intervals). Each such invoice shall be itemized and be accompanied by such supporting documentation as may be reasonably necessary in order for Grantee to verify the accuracy of such invoice. Unless incurred as a result of or in connection with a request by Grantee, Grantee's breach of this Agreement, or any reason requiring action on the part of NMPC, during the Post-Construction Phase NMPC shall not incur any NMPC Reasonable Reimbursable Expenses without first obtaining Grantee's concurrence that such NMPC Reasonable Reimbursable Expenses are necessary.

For the avoidance of doubt:

(a) Grantee shall not be obligated to pay for any of the NMPC Internal Labor Expenses, except for the direct cost to NMPC, without mark-up, of any NMPC In-House Employees who serve as Inspectors and/or who work on Outages.

(b) Grantee shall be obligated to pay for the direct cost to NMPC, without mark-up, of any Outside Third-Party Contractors (including the cost of one (1) or more Outside Third-Party Contractors who serve as Inspectors) incurred in connection with the NMPC Work.

(c) Outages, including the cost and expense thereof, shall be handled in accordance with NMPC's standard procedures for such Outages.

(l) Grantee covenants and agrees that Grantee shall immediately notify NMPC (in accordance with the notice provision set forth in Section 8 below), and cease any and all activities within the NMPC Right of Way when any of NMPC's structures or facilities, including, without limitation, any buried ground wires and/or counterpoises, are damaged by Grantee. NMPC shall thereafter take the necessary steps to repair, restore or modify such structures and facilities, and Grantee covenants and agrees to pay to NMPC any and all documented costs incurred by NMPC in connection therewith. The provisions of this paragraph are without prejudice to any rights that NMPC may have to make a claim in law or

in equity or under any other Applicable Laws for any damages incurred by NMPC other than those provided for herein. The provisions of this paragraph shall survive the termination or release of this Agreement.

(m) Nothing contained herein shall be deemed or construed as an abandonment or release of any of the NMPC Easements.

(n) The Facilities shall at all times be operated and maintained in good repair and in a safe condition. If the Facilities require re-construction, repair or removal, then Grantee shall obtain NMPC's prior written consent, which shall not be unreasonably withheld or delayed, but may be reasonably conditioned. If the Facilities (or any other Grantee-owned facilities existing prior to the Effective Date hereof) fall into disrepair or are no longer used or useful, Grantee may either (1) remove or relocate such Facilities off of the NMPC Right of Way at Grantee's sole cost and expense or (2) abandon such Facilities in place, subject to such reasonable requirements as may be imposed by NMPC with respect thereto including, without limitation, requirements regarding the environmental condition of such Facilities, requirements implementing the recommendations of any engineering report regarding such Facilities (e.g. recommendations that the sewer pipe be capped and/or filled), and requirements that manholes be removed to a depth of at least 12' below grade and otherwise in accordance with Applicable Laws.

### 3. NMPC'S RESERVATION OF RIGHTS.

Subject to the terms and provisions of this Agreement, NMPC hereby reserves:

(a) The paramount right now and hereafter to occupy and use all or any portion or portions of the Assent Area for the purposes specified in the NMPC Easements, and NMPC shall not be responsible to Grantee for changes to the Facilities arising out of NMPC's operations or otherwise.

(b) The right of NMPC from time to time hereafter to grant to others or to authorize the occupancy or use by others of any portion or portions of the NMPC Land for any purpose or purposes whatsoever, provided, however, that any such future grant or authorization shall not unreasonably interfere with the permission herein granted or any easement(s) that may hereafter be granted by NMPC to Grantee over, across, under and upon the NMPC Land.

(c) All rights and privileges pursuant to the NMPC Easements, including, by way of example only and without limitation, the rights to reconstruct, maintain, operate, repair, renew, replace, add to and otherwise change any lines, structures, guys, anchors or other facilities to meet the needs of its business, as deemed appropriate by NMPC in its sole discretion, to place future structures and facilities or relocate existing structures and facilities anywhere within the NMPC Easements, and to enter upon said NMPC Easements for all lawful purposes at any and all times.

(d) NMPC agrees to exercise its reserved rights in a manner that does not unreasonably interfere with the Facilities.

#### 4. RELEASE; INDEMNIFICATION.

Grantee covenants and agrees with NMPC that the NMPC Parties shall not be liable to Grantee or its successors, its employees, agents or contractors, or their respective successors or assigns, for any liabilities, damages, costs, expenses (including any and all attorneys' fees and expenses of Grantee), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from Grantee's exercise of this Agreement resulting from or in any way connected with: (a) the rights herein reserved or granted by NMPC including damage caused by voltage, fault current or ground current; (b) the construction, installation, maintenance, repair, operation, use and reconstruction of NMPC's existing structures and facilities; (c) the construction, installation, maintenance, repair, operation, use and reconstruction and maintenance of additional structures or facilities by NMPC; or (d) the removal of any unauthorized structures, improvements or other obstructions. Grantee, for itself, its agents, employees, licensees, servants and contractors, and their respective successors and assigns, further releases all of said parties from and against any and all such claims or demands. The foregoing release shall not include injury or damage directly caused by the gross negligence or willful misconduct of NMPC. The provisions of this paragraph shall survive the termination or release of this Agreement. Grantee hereby assumes all risk of loss, damage or injury (including death) to persons or property occasioned by negligence or otherwise, and arising out of or in any way connected with the design, construction, maintenance, renewal, repair, operation, use, existence or removal of the Facilities and/or the Work herein authorized. Grantee hereby expressly agrees

to indemnify, defend and save harmless NMPC, its officers, contractors, agents and employees from and against any and all such loss, damage or injury, whether resulting or accruing to NMPC, its officers, contractors, agents or employees, or to any other person or persons, and from all claims arising out of such loss, damage or injury, and from all costs and expenses connected therewith (including, but not limited to, counsel fees and disbursements incurred by NMPC in any action or proceeding between Grantee and NMPC or between NMPC and any third party or otherwise), unless it is established by a final decision of a court of competent jurisdiction (with all appeal periods having been exhausted or waived) that the same was occasioned by the gross negligence or willful misconduct of NMPC. It is agreed that Grantee is responsible for all costs, expenses or damages arising out of, or in connection with, any injuries to persons or damages to property (including real property, personal property and environmental damages) caused by the design, installation, erection, construction or reconstruction, excavation, grade of land or maintenance of the Facilities, as previously described. Subject to the provisions of Paragraph 6 hereof, Grantee specifically agrees to indemnify NMPC against any claim which may be made pursuant to the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, and any subsequent amendments thereto, arising from or in any manner relating to the Work or the operation of the Facilities. This indemnification also applies to any claims resulting from Grantee's violation of any state laws or regulations pertaining to releases or spills of toxic and/or hazardous substances to the environment. Grantee shall take prompt action to defend and indemnify NMPC against claims, actual or threatened, but in no event later than notice by NMPC to Grantee of the service of a notice, summons, complaint, petition or other service of a process against NMPC alleging damage, injury, liability, or expenses attributed in any way to this Agreement, including but not limited to the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of Grantee, its agents, employees, sub-contractors or suppliers. Grantee shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, Grantee understands and agrees that it is responsible for any and all costs and expenses incurred by NMPC to enforce this indemnification provision in all cases where NMPC is entitled to such indemnification. The obligations set

forth in this article shall survive completion of the Work, termination or expiration of this Agreement.

#### 5. INSURANCE.

Grantee shall obtain (and provide evidence thereof to NMPC prior to exercise of the permission herein granted), and keep in force during the term of this Agreement, a general Public Liability insurance policy which shall include contractual coverage and such other policy(ies) as may be reasonably required by NMPC. Such policy(ies) shall be written by a company and contain language and policy limits to be reasonably approved by NMPC. The type of policy, nature of special endorsements, if any, and amount of coverage shall be as set forth in **Exhibit F** attached hereto and made a part hereof. If the exercise of the rights herein granted or any of such rights are performed by one or more contractors, the insurance provisions attached, except self-insurance, shall apply. Subject to the provisions set forth in **Exhibit F**, Grantee may elect at any time and from time to time to self insure some or all of its obligations under this Agreement. If Grantee elects to self insure, it shall provide written notice thereof to NMPC. Without limiting the generality of the foregoing, NMPC acknowledges that Grantee may elect to self-insure with respect to the liability that would be covered by Contractors Pollution Liability insurance.

#### 6. HAZARDOUS MATERIALS; OIL.

Grantee covenants and agrees with NMPC that neither Grantee nor any person claiming under Grantee, nor the employees, agents, contractors, servants, or invitees of Grantee (collectively, the "Grantee's Representatives") or any such person shall bring onto, store, generate, or permit to be stored or generated on the NMPC Right of Way, including but not limited to the Affected Area, any oil, hazardous material, hazardous waste or hazardous substance as those terms are defined by any applicable federal, state or municipal law, regulation, code, or ordinances including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq., except in compliance with Applicable Laws. In the event, during installation or

maintenance of the improvements, any such oil, hazardous material, hazardous waste or hazardous substance (collectively, "hazardous materials") are discovered to be present at the NMPC Right of Way or the Affected Area in a manner which does not comply with Applicable Laws, Grantee shall immediately inform NMPC of such discovery and, at NMPC's option, Grantee shall perform or cause to be performed, at Grantee's sole cost and expense and to the reasonable satisfaction of NMPC, remediation or removal of said hazardous materials in accordance with (i) any and all Applicable Laws and (ii) a remedial action work plan reviewed and approved in advance by NMPC. Grantee shall indemnify and hold the NMPC harmless from and against any claim, liability, loss, damage or expense (including reasonable attorneys' fees, costs, expenses, assessments, remedial or response action) arising from a violation of any law or from a breach of the conditions of this paragraph by Grantee or any person claiming under Grantee, or utilizing the Affected Area in connection with the Work or in any manner related thereto or to this Agreement; provided, however, Grantee shall have no such obligations with respect to any hazardous materials present in the NMPC Right of Way to the extent solely attributable to the act or omission of some person or entity other than Grantee or one of Grantee's Representatives which occurs on or after the Effective Date. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

#### 7. RELOCATION OF THE FACILITIES; TERMINATION.

As soon as practicable, but in any event not later than one hundred eighty (180) days following written notice from NMPC delivered in accordance with the provisions on notice set forth in Paragraph 8 hereof (each, a "Relocation Notice"), Grantee shall, at its sole cost and expense, relocate (or commence relocating, if such Facilities cannot reasonably be relocated within one hundred (180) days), all or any part or parts of the Facilities as NMPC may at any time, or from time to time, reasonably require in the course of conducting its business. NMPC and Grantee agree that in the event any of the Facilities are so relocated in accordance with the terms of this Agreement, the parties shall execute such amendments to of this Agreement as may be necessary to depict, describe, and condition as necessary, the location of such relocated facilities.

Notwithstanding the provisions of the immediately preceding paragraph, should Grantee not desire to relocate all or any part or parts of the Facilities subject to such a Relocation Notice, Grantee may elect, in writing, not later than thirty (30) days following NMPC's delivery of such Relocation Notice, to leave in place all or any part or parts of the Facilities which are the subject of such Relocation Notice. If Grantee makes such election, NMPC, after first conferring with Grantee, may impose reasonable conditions with respect to any of the Facilities which are to remain in place. Such election shall be subject to Grantee's delivery of a written agreement and financial assurance, satisfactory to NMPC in its reasonable discretion, that Grantee shall reimburse NMPC for any and all reasonable increases in cost which NMPC may incur due to the need to alter its design and/or associated increases in the cost of construction, reconstruction or installation of its facilities, or any and all increases in cost which NMPC may otherwise reasonably incur in conducting its business (whether routine operations or otherwise) as a result of such election by Grantee. If additional right-of-way is reasonably required to accommodate NMPC's requirements, Grantee shall be responsible for obtaining, at its sole cost and expense, such additional right-of-way on behalf of NMPC and subject to NMPC's right-of-way standards. Grantee's obligations hereunder shall survive the termination of this Agreement with respect to any Facilities which are abandoned in place or which otherwise remain in place.

If Grantee shall fail to observe or perform any of its agreements or obligations under this Agreement, NMPC may suspend use of the NMPC Right of Way, or any portion thereof, until such time as said default is cured. NMPC shall give Grantee written notice of any default on Grantee's part hereunder as soon as practicable but no later than the date that NMPC suspends Grantee's use of the NMPC Right-of-Way. If any such default shall not be cured within thirty (30) days of NMPC's delivery of written notice of default, or such longer time as is reasonably necessary to cure such default, provided Grantee is diligently and continuously pursuing such cure, but under no circumstances shall such cure period exceed sixty (60) days from NMPC's delivery of written notice of a default, NMPC may, at its sole option, terminate this Agreement with respect to all or any portion of the Affected Area. Upon such termination, this Agreement shall become null and void and be of no further force and effect as of the date of said notice, except as to such of Grantee's liabilities or obligations hereunder, actual or contingent, as shall have arisen on or prior to such date of termination or



which by their terms survive said termination, and Grantee either may (a) remove the Facilities on or prior to the termination date and shall restore NMPC's Right-of-Way to a neat, safe and orderly condition or (b) abandon the Facilities in place, subject to such reasonable requirements as may be imposed by NMPC, as described in Paragraph 2(n) above.

This Agreement shall commence on the full execution and delivery hereof and shall expire upon the removal or abandonment of the Facilities.

NMPC acknowledges that Grantee may pursue, at its sole cost and expense, acquisition of certain permanent easement rights from NMPC on, under, over, across and upon all or some portion of the License Area. Accordingly, the parties hereby agree that if the License granted herein has not been previously revoked or terminated as provided for herein, said License (or the applicable portion or portions thereof) shall automatically expire on the date such permanent easement rights are granted to Grantee. Nothing herein contained shall be construed as a requirement that Grantee shall pursue such easement rights, or that NMPC shall grant such easement rights. Grantee further acknowledges that if NMPC does agree, in its sole discretion to grant such easement rights, NMPC may, as a regulated public utility, be required to secure certain governmental approvals as a condition precedent to making such a grant, and that NMPC shall not be obligated to accept any condition or conditions of such governmental approvals. To the extent such approvals are necessary, no such grant shall become effective unless and until all applicable prior approvals have been obtained (including any approvals which must be obtained by the New York Public Service Commission (the "Commission") pursuant to Section 70 of the New York Public Service Law), including the rate and regulatory treatment of all amounts arising therefrom, satisfactory to NMPC in its sole and absolute discretion. In the event that such Commission approval is required, and the Commission determines that it will not grant such approval or, alternatively, the Commission issues an order approving such a permanent easement, but NMPC determines in its sole discretion and exclusive judgment that the stated conditions of approval in, or other aspects of, such order are not satisfactory, NMPC may take such steps to withdraw any further efforts to obtain Commission or other governmental approvals and discontinue any further efforts to deliver such permanent easement rights. Notwithstanding anything to the contrary herein, Grantee acknowledges and agrees that, in either event,

NMPC shall not be obligated to indemnify or reimburse the Grantee for any costs or expenses incurred by Grantee under this Agreement or otherwise in connection with the Project, it being understood by the Grantee that any and all expenditures shall be made at its sole and exclusive risk.

#### 8. NOTICE.

All notices required or permitted under this Agreement shall be in writing and either delivered (a) by certified mail (return receipt requested) with the United States Postal Service, or (b) by Federal Express or other nationally recognized overnight courier service furnishing evidence of receipt, to:

To NMPC:

Niagara Mohawk Power Corporation  
c/o National Grid  
Real Estate, D-Mezz  
Attn: Manager- Real Estate Energy Delivery Support  
300 Erie Boulevard West  
Syracuse, New York 13202

Niagara Mohawk Power Corporation  
c/o National Grid  
Attn: Director of Transmission Line Engineering  
40 Sylvan Road  
Waltham, MA 02451

To Grantee:

County of Oneida  
County Office Building  
800 Park Avenue  
Utica, New York 13501  
Attn: County Executive

(If by Overnight Courier Service)

Oneida County Department of Water Quality & Water Pollution Control  
51 Leland Avenue  
Utica, New York 13503  
Attn: Commissioner

(If by Certified Mail, Return Receipt Requested)

Oneida County Department of Water Quality & Water Pollution Control

51 Leland Avenue, P.O. Box 442  
Utica, New York 13503  
Attn: Commissioner

Grantee shall provide NMPC at least seven (7) days' prior written notice before commencing any fieldwork hereunder, whether in the initial construction or subsequently. Additionally, Grantee shall call William C. Murty, National Grid Manager of Transmission Line Services and Transmission Construction NY, at (716) 207-1495 at least seven (7) days before commencing any initial fieldwork hereunder. Either party may change the address at which it is to receive notices by giving notice as hereinabove set forth. Any notice or other communication in connection with this Agreement shall be deemed duly served when received (or upon attempted delivery if delivery is not accepted).

#### 9. GENERAL/MISCELLANEOUS PROVISIONS.

(a) Any dispute arising under this Agreement shall be the subject of good-faith negotiations between the parties. Each party shall designate one or more representatives with the authority to negotiate the matter in dispute for the purpose of participating in such negotiations. Unless a party identifies exigent circumstances reasonably requiring expedited resolution of the dispute by a court of competent jurisdiction, any dispute that is not resolved through good-faith negotiations after a negotiation period of not less than sixty (60) days may be submitted by either party for resolution to a court of competent jurisdiction. Notwithstanding the foregoing, any dispute arising under this Agreement may be submitted to non-binding mediation or any other form of alternative dispute resolution upon the agreement of both parties to participate in such an alternative dispute resolution process.

(b) If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable by a final, non-appealable decision by a court of competent jurisdiction, the remainder hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. Each provision of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law.

(c) The paragraph and section headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

(d) This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written offers, negotiations, proposals, representations, agreements, courses of dealing and understandings between the parties relating to the subject matter hereof, and is subject to no understandings, conditions, or representations other than those expressly stated herein.

(e) This Agreement may only be amended or modified by a writing signed by the parties hereto and which refers to this Agreement.

(f) This Agreement may not be assigned or transferred, voluntarily, involuntarily or by operation of law, in whole or in part, by Grantee.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law principles.

(h) This Agreement shall not be construed as creating or vesting in Grantee any easement or estate in real property and Grantee expressly disclaims any such interest pursuant hereto. The permission herein granted is subject to any and all existing rights held by others, including, without limitation, any and all outstanding leases, tenancies, easements, licenses or other tenures, existing covenants or restrictions, and/or claims of title affecting the Affected Area, the NMPC Right of Way, or any portion or portions thereof; and subject also to any and all encumbrances, liens, conditions, restrictions, and/or reservations subject to or under which NMPC holds the same. Without limiting the generality of the foregoing, it is declared between the parties that it is not the intention of either NMPC or Grantee to create between them the relationship of landlord and tenant with respect to the real property which is the subject hereof, or to confer any rights on Grantee that would amount in law to a landlord-tenant relationship with respect thereto.

(i) This Agreement: (1) may be executed in counterparts, each of which when executed by all parties to this Agreement shall be deemed to be an original; (2) shall bind and inure to the parties hereto; and (3) is not intended to inure to any third-party beneficiary.

(j) In the event that any action or dispute arising out of or with respect to this Agreement is submitted to a court of competent jurisdiction by NMPC, Grantee will pay all

of NMPC's costs and expenses in connection therewith including, but not limited to, NMPC's reasonable attorneys' fees, expert witness fees and all other costs, including all such costs with respect to any appellate proceedings or any proceedings in bankruptcy; provided, however, that NMPC is the prevailing party.

(k) Grantee acknowledges and agrees that NMPC is not under any obligation to furnish any utilities or services of any kind whatsoever in connection with this Agreement.

(l) Failure of NMPC to complain of any act or omission hereunder on the part of Grantee, no matter how long the same may continue, shall not be deemed a waiver by NMPC of any of its rights hereunder. No waiver by NMPC at any time, express or implied, of any breach of any provision of this Agreement shall ever be deemed a waiver of a breach of any other provision hereof, or a consent to any subsequent breach of the same or any other provision. If any action by Grantee shall require NMPC's consent or approval, such consent or approval on any particular occasion shall not be deemed a consent or approval of any other action on any subsequent occasion.

#### 10. EFFECTIVE DATE

Notwithstanding any provision to the contrary contained herein, this Agreement is expressly conditioned upon, and shall not become effective unless and until:

(a) NMPC and Grantee have executed and delivered original counterpart signatures to this Agreement; and

(b) Grantee has obtained the insurance required by this Agreement and has delivered satisfactory evidence of same to NMPC.

[End of Document - Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this License and Assent Agreement to be executed by their respective duly authorized officers as of the Effective Date.

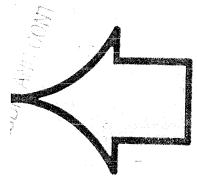
**NMPC: NIAGARA MOHAWK POWER CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**GRANTEE: COUNTY OF ONEIDA**

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

By: \_\_\_\_\_  
Steven P. Devan  
Commissioner of Department of Water Quality  
& Water Pollution Control

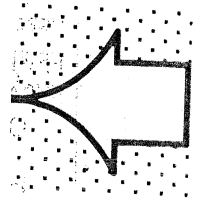


STATE OF NEW YORK :  
SS:  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2014, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK :  
SS:  
COUNTY OF ONEIDA :



On this \_\_\_\_ day of June, in the year 2014, before me, the undersigned, personally appeared ANTHONY J. PICENTE, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK :  
SS:  
COUNTY OF ONEIDA :

On this \_\_\_\_ day of June, in the year 2014, before me, the undersigned, personally appeared STEVEN P. DEVAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT LIST**

EXHIBIT A-1	TITLE REFERENCES (NMPC LAND)
EXHIBIT A-2	TITLE REFERENCES (NMPC EASEMENTS)
EXHIBIT B	SURVEY MAP
EXHIBIT C	LEGAL DESCRIPTION OF LICENSE AREA
EXHIBIT D	WORK PLANS
EXHIBIT E	CONDITIONS FOR ACTIVITIES WITHIN ELECTRIC TRANSMISSION LINE RIGHTS OF WAY
EXHIBIT F	INSURANCE REQUIREMENTS



**EXHIBIT A-1**

**TITLE REFERENCE (NMPC LAND)**

Deed from Ernest T. Hermant and Mary Hermant to Adirondack Power and Light Corporation dated February 3, 1992 and recorded on April 4, 1922 in the Oneida County Clerk's Office in Book 802 of Deeds at Page 377.

**EXHIBIT A-2****TITLE REFERENCES (NMPC EASEMENTS)**

Easement granted by Stephen J. Weaver and Charlotte Kern Weaver, his wife, to Adirondack Power and Light Corporation dated February 6, 1922 and recorded on April 4, 1922 in the Oneida County Clerk's Office in Book 802 of Deeds at Page 372.

Easement granted by William E. Weaver and Jennie E. Weaver, his wife, to Adirondack Power and Light Corporation dated February 7, 1922 and recorded on March 29, 1922 in the Oneida County Clerk's Office in Book 802 of Deeds at Page 319.

Easement granted by Solomon G. Wells, William J. Wells and Emma D. Wells, wife of Solomon G. Wells, to Adirondack Power and Light Corporation dated February 7, 1922 and recorded on March 29, 1922 in the Oneida County Clerk's Office in Book 802 of Deeds at Page 324.

Easement granted by Ernest T. Hermant and Mary Hermant, his wife, to Adirondack Power and Light Corporation dated February 3, 1922 and recorded on April 4, 1922 in the Oneida County Clerk's Office in Book 802 of Deeds at Page 377.

Easement granted by Ida May Huss to Adirondack Power and Light Corporation dated February 6, 1922 and recorded on April 4, 1922 in the Oneida County Clerk's Office in Book of Deeds at Page 370.

Easement granted by Ernest T. Hermant and Mary Hermant, his wife, to Adirondack Power and Light Corporation dated February 3, 1922 and recorded on April 4, 1922 in the Oneida County Clerk's Office in Book 802 of Deeds at Page 366.

Easement granted by George F. Weaver, William B. Weaver and John M. Weaver, and Mildred B. Weaver, wife of George F. Weaver to Adirondack Power and Light Corporation dated February 7, 1922 and recorded on March 29, 1922 in the Oneida County Clerk's Office in Book 802 of Deeds at Page 321.

Easement granted by Charles C. Weaver and Elizabeth Weaver, his wife, to Adirondack Power and Light Corporation dated February 3, 1922 and recorded on April 4, 1922 in the Oneida County Clerk's Office in Book 805 of Deeds at Page 61.

Easement granted by Laura W. Weaver, as the widow and Administratrix of Estate of Van R. Weaver, Van R. Weaver, Ralph O. Weaver, Harrison Weaver, and Clarence Weaver, as the heirs at law of Van R. Weaver, deceased, and Sarah T. Weaver, wife of Harrison Weaver, Jessica D. Weaver, wife of Clarence Weaver, Edith B. Weaver, wife of Van R. Weaver and Lula E. Weaver, wife of Ralph O. Weaver to Adirondack Power and Light Corporation dated February 3, 1922 and recorded on April 4, 1922 in the Oneida County Clerk's Office in Book 802 of Deeds at Page 368.

Easement granted by William H. Budlong and Matilda Budlong, his wife, to Adirondack Power Corporation dated August 5, 1921 and recorded on October 5, 1921 in the Oneida County Clerk's Office in Book 785 of Deeds at Page 448.

Easement granted by Mary M. Kasson Weaver and Ameila Gray as devisees of Mary M. Green (who was the devisee of John Green) to Adirondack Power and Light Corporation dated February 3, 1922 and recorded on April 4, 1922 in the Oneida County Clerk's Office in Book 802 of Deeds at Page 374.

**EXHIBIT B**

**SURVEY MAP**

**[see attached – ten (10) sheets]**

**EXHIBIT C**  
**LEGAL DESCRIPTION OF LICENSED AREA**

**TE-6**

**Temporary Easement**

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Utica, County of Oneida, and State of New York, designated as "TE-6" on a map entitled "Survey Map Showing Easements to be Acquired for the Construction of the North Utica Interceptor Sewer, City of Utica, Oneida County, New York", prepared by Lafave, White & McGivern, L.S., P.C., dated November 29, 2012, and filed in the Oneida County Clerk's Office, being more particularly bounded and described as follows:

Commencing at a point of reference on the east street boundary line of Genesee Street at the southwest corner of the lands of Cameron Utica, LLC (Instr. No. 2006-012000) and the north boundary line of the lands of Niagara Mohawk Power Corporation d/b/a National Grid, formerly of Adirondack Power and Light Corporation (L.802 P.377); thence along the north boundary line of the lands of Niagara Mohawk Power Corporation d/b/a National Grid the following two (2) courses and distances: 1) S 48 degrees 20 minutes 07 seconds E, 124.90 feet to a point; 2) S 37 degrees 49 minutes 53 seconds W, 19.53 feet to the Point of Beginning of the parcel herein described; thence continuing along said boundary line S 37 degrees 49 minutes 53 seconds W, 11.39 feet to a point on the north boundary line of the lands of the State of New York Barge Canal; thence along said boundary line the following three (3) courses and distances: 1) N 82 degrees 04 minutes 40 seconds W, 34.54 feet to a point; 2) N 39 degrees 02 minutes 03 seconds E, 23.12 feet to a point; 3) N 48 degrees 07 minutes 07 seconds W, 35.47 feet to a point on the south boundary line of the lands of Niagara Mohawk Power Corporation d/b/a National Grid; thence along said boundary line S 54 degrees 48 minutes 54 seconds E, 64.91 feet to the Point of Beginning, containing 643 square feet or 0.01 acres of land.

The above-described tract or parcel of land being a portion of the lands conveyed by Ernest T. Hermant and Mary Hermant to Adirondack Power and Light Corporation by deed dated February 3, 1922 and recorded in the Oneida County Clerk's Office on April 4, 1922 in Liber 802 of Deeds at Page 377.

**PE-7**

**Permanent Easement**

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Utica, County of Oneida, and State of New York, designated as "PE-7" on a map entitled "Survey Map Showing Easements to be Acquired for the Construction of the North Utica Interceptor Sewer, City of Utica, Oneida County, New York", prepared by Lafave, White & McGivern, L.S., P.C., dated November 29, 2012, and filed in the Oneida County Clerk's Office, being more particularly bounded and described as follows:

Beginning at a point on the east street boundary line of Genesee Street at the southwest corner of the lands of Cameron Utica, LLC (Instr. No. 2006-012000) and the north boundary line of the lands of Niagara Mohawk Power Corporation d/b/a National Grid, formerly of Adirondack Power and Light Corporation (L.802 P.377); thence along the north boundary line of the lands of Niagara Mohawk Power Corporation d/b/a National Grid the following two (2) courses and distances: 1) S 48 degrees 20 minutes 07 seconds E, 124.90 feet to a point; 2) S 37 degrees 49 minutes 53 seconds W, 19.53 feet to a point; thence through the lands of Niagara Mohawk Power Corporation d/b/a National Grid N 54 degrees 48 minutes 54 seconds W, 64.91 feet to a point on the north boundary line of the lands of the State of New York Barge Canal; thence along said boundary line N 48 degrees 07 minutes 07 seconds W, 61.54 feet to a point on the east street boundary line of Genesee Street; thence along said east street boundary line N 41 degrees 17 minutes 17 seconds E, 26.58 feet to the Point of Beginning, containing 3,125 square feet or 0.07 acres of land.

The above-described tract or parcel of land being a portion of the lands conveyed by Ernest T. Hermant and Mary Hermant to Adirondack Power and Light Corporation by deed dated February 3, 1922 and recorded in the Oneida County Clerk's Office on April 4, 1922 in Liber 802 of Deeds at Page 377.

Upon final completion of the New Interceptor Sewer, this Exhibit C shall be deemed automatically amended so as to eliminate the legal description of "TE-6" therefrom.

NMPC REF:

Document No.

**EXHIBIT D**

**WORK PLANS**

**EXHIBIT E**  
**CONDITIONS FOR ACTIVITIES**  
**WITHIN ELECTRIC TRANSMISSION LINE RIGHTS-OF-WAY**



**EXHIBIT F**

**INSURANCE REQUIREMENTS**

1. From the commencement of the Agreement through final expiration or longer where specified below, Grantee shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA, its direct and indirect parents, subsidiaries and affiliates (the “Insured Entities”)), covering all activities to be performed under or in connection with and all uses permitted under this License, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

(a) **Workers’ Compensation and Employers Liability Insurance** as required by the State in which the work activities under this License will be performed. If applicable, coverage shall include the U.S. Longshoreman’s and Harbor Workers Compensation Act, and the Jones Act. The employer’s liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.

(b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Grantee under or in connection with this License, with **minimum** limits of:

- Bodily Injury (BI) - \$1,000,000 per occurrence
- Property Damage (PD) - \$ 500,000 per occurrence
- OR
- Combined Single Limit - \$1,000,000 per occurrence
- OR
- BI & PD per Occurrence - \$1,000,000
- General Aggregate & Product Aggregate - \$2,000,000 each

- Coverage shall include: contractual liability (with this License, and any associated verbal agreements, being included under the definition of “Insured Contract” thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U).

- If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this License and coverage shall be maintained continuously for the duration of this License and for at least two years thereafter.

- Additional Insured as required in Article 3 below,
- The policy shall contain a separation of insureds condition.

(c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Grantee under or in connection with this License with minimum limits of:

- Bodily Injury - \$500,000 per occurrence; 1,000,000 aggregate
- Property Damage - \$500,000 per occurrence
- OR
- Combined Single Limit - \$1,000,000 per occurrence

- Additional Insured as required in Article 3 below.

(d) **Umbrella Liability or Excess Liability** coverage, with a **minimum** per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Article 1(b) above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Insurance Exhibit, and shall provide additional insured status as outlined in Article 3 below.

(e) **Watercraft Liability**, if used in connection with this License, with the same **minimum** limits of liability as outlined in requirement 1(b) above, and naming the Insured Entities, including their officers and employees, as additional insured as outlined in article 3.

(f) **Aircraft Liability**, if used in connection with this License, with a limit of liability of not less than \$10,000,000 combined single limit per occurrence, and naming the Insured Entities, including their officers and employees, as Additional Insureds as required in Article 3 below. Such coverage shall not include a per-passenger or per seat coverage limit.

(g) **Contractors Pollution Liability (CPL)**: covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this License, including all operations to be performed by or on behalf of Grantee, or that arise out of the Grantee's use of any owned, non-owned or hired vehicles, with a minimum liability limit of:

- Bodily Injury (BI) - \$1,000,000 per occurrence
- Property Damage (PD) - \$ 500,000 per occurrence
- OR
- Combined Single Limit - \$1,000,000 per occurrence

This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Entities, including their officers and employees, as Additional Insureds as outlined in Article 3 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

In the event Grantee is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Grantee agrees to indemnify and hold the Insured

Entities harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

- (h) **Risk of Loss:** Grantee shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then coverage will be acceptable under Grantee's property policy.

In the event that any equipment or materials (Goods) are supplied by the Insured Entities, an Insured Entities representative will provide the insurable value of the Goods to Grantee in writing, both cumulatively and on a maximum per item basis. Grantee will provide replacement cost insurance for these Goods under a blanket builder's risk policy, an equipment floater, or other equivalent coverage, while such Goods are under the care, custody and control of Grantee. Such insurance shall cover all Goods outlined in the License or as noted on subsequent contract amendments. The coverage limit shall apply on either a per location basis or a maximum per item basis, and shall name the Insured Entities, as a Loss Payee with respect to their insurable interest as required in Article 3 below.

- (i) **Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in items 1 b, c & d above.

If the term of this agreement is longer than five (5) years, in the fifth year, and every five (5) years thereafter, the Commercial General Liability and Umbrella/Excess Liability insurance limits required above shall be increased by the percentage increase in the Consumer Price Index from the month the License was executed to the month immediately preceding the first month of the year in which the increase is required.

2. **Self-Insurance:** Proof of qualification as a qualified self-insurer, if approved in advance in writing by an Insured Entities representative, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section. Such acceptance shall become a part of this insurance provision by reference herein.

For Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

In order for self insurance to be accepted, Grantee's unsecured debt must have a financial rating of at least investment grade. For purposes of this section, "Investment Grade" means (i) if Grantee has a Credit Rating from both S&P and Moody's then, a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; (ii) if Grantee has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3; or (iii) if the Parties have mutually agreed in writing on an additional or alternative rating agency, then the equivalent credit

rating assigned to an entity by such additional or alternative rating agency that is equal to or better than “BBB-” from S&P and/or “Baa3” from Moody’s.

3. **Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, Umbrella/Excess, Aircraft and Watercraft policies is to include the Insured Entities, their directors, officers and employees, as Additional Insureds for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of Grantee, including ongoing and completed operations, under this License. The following language should be used when referencing the additional insured status: **National Grid USA, its subsidiaries and affiliates shall be named as Additional Insured.**

The Loss Payee language, as required in article 1.h above, shall read as follows: **National Grid USA, its subsidiaries and affiliates shall be included as a Loss Payee as their interest may appear.**

To the extent Grantee’s insurance coverage does not provide the full Additional Insured coverage as required herein, Grantee agrees to indemnify and hold harmless the Insured Entities against any and all liability resulting from any deficiency in Grantee’s insurance coverage that may be out of compliance with this insurance requirement.

4. **Waiver of Recovery:** Grantee and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Grantee. To the extent Grantee’s insurance carriers will not waive their right of subrogation against the Insured Entities, Grantee agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Grantee’s insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, sub-contractors, or agents.
5. **Contractors:** In the event Grantee uses Contractors in connection with this License, it is expressly agreed that Grantee shall have the sole responsibility to make certain that all Contractors are in compliance with these insurance requirements and remains in compliance throughout the course of this License, and thereafter as required. Grantee shall remain liable for the performance of the Contractor, and such sub-contract relationship shall not relieve Grantee of its obligations under this agreement.

Unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, any deductible or self insured retentions maintained by any Contractor, which shall be for the account of the Contractor, and shall not exceed \$100,000. In addition, Contractor shall name both the Grantee and National Grid USA, (including their subsidiaries, affiliates, officers and employees), as Additional Insureds under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by National Grid, Grantee shall provide National Grid with an insurance certificate from its Contractor evidencing this coverage.

In the event any Contractor is unable to maintain all of the same insurance coverage as required in this insurance article, Grantee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in Contractor's insurance coverage that may be out of compliance with these insurance requirements.

6. **Insurance Certification:** Upon execution of this License, Grantee shall promptly provide National Grid with (a) **Certificate(s) of Insurance** for all coverage's required herein at the following address:

National Grid  
Attn: Risk Management Bldg. B-3  
300 Erie Boulevard West  
Syracuse, NY 13202

Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of Grantee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, whose approval shall not be unreasonably withheld, delayed or conditioned.

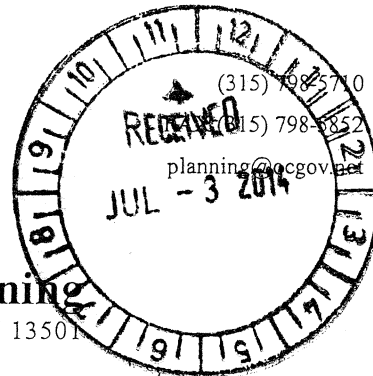
Grantee shall provide National Grid with at least 30 days prior written notice of any cancellation or diminution of the insurance coverage required in this insurance article.

7. **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled and Grantee fails immediately to procure other insurance as specified, National Grid has the right, but not the obligation, to procure such insurance and to invoice Grantee for said coverage.
8. **Incident Reports:** Grantee shall furnish the Risk Management Department of National Grid USA Service Company with copies of any non-privileged accident or incident report(s) (collectively, the "Documents") sent to Grantee's insurance carriers covering accidents, incidents or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of Grantee under or in connection with this License, excluding any accidents or incidents occurring on Grantee property. If any of the National Grid Companies are named in a lawsuit involving the operations and activities of Grantee associated with this License, Grantee shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by National Grid. However, in the event such Documents are deemed privileged and confidential (Attorney Client Privilege), Grantee shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney Client Privilege.
9. **Other Coverage:** These requirements are in addition to any which may be required elsewhere in this License. In addition, Grantee shall comply with any governmental site specific insurance requirements even if not stated herein.

10. **Coverage Representation:** Grantee represents that it has the required policy limits available, and shall notify National Grid USA Service Company's Risk Management Department in writing when the minimum coverage's required in this article herein have been reduced as a result of claims payments, expenses, or both. However, this obligation does not apply to any claims that would be handled solely within Grantee's deductible or self-insured retention.
11. **Responsibility:** The complete or partial failure of the Grantee's insurance carrier to fully protect and indemnify the Insured Entities per the terms of the License, including without limitation, this exhibit, or the inadequacy of the insurance shall not in any way lessen or affect the obligations of the Grantee to the Insured Entities.
12. **Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the Grantee's responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Grantee under or in connection with this License, or limiting, diminishing, or waiving Grantee's obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this License.

ANTHONY J. PICENTE, JR., County Executive

JOHN R. KENT, Jr., Commissioner



**Oneida County Department of Planning**  
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

July 2, 2014

FN 20 14-243

**ECONOMIC DEVELOPMENT  
& TOURISM**

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

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

**WAYS & MEANS**

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive  
Date 7/3/14

Re: NYS Office of Community Renewal – 2014 Community Development Block Grant Assistance

Dear County Executive Picente:

The Mohawk Valley Regional Economic Development Council (MVREDC) was awarded \$7M from the New York State Office of Community Renewal in the 2013 Consolidated Funding Application Awards announcement in December, 2013. This Community Development Block Grant (CDBG) Community Renewal Fund (CRF) funding allows municipalities to obtain assistance for Economic Development projects that will benefit low- to moderate-income persons.

Oneida County submitted preliminary requests to NYSOCR and is waiting for an Invitation to Apply for the following projects:

- \$750,000 – Briggs & Stratton Power Products Group in the City of Sherrill that will result in the creation of 50 new jobs;
- \$750,000 – Phase II Oneida County Interceptor Project, in the Town of Marcy and the City of Utica, that will result in the creation of 50 jobs;
- \$350,000 – Charles T. Sitrin Health Care Center, Inc., in the Town of New Hartford, that will result in the creation of 24 jobs;
- \$100,000 – McDonough Hardwoods, Ltd., in the Town of Vernon, that will result in the creation of 4 jobs; and
- \$280,000 – Delft Blue, LLC, in the Village of New York Mills, that will result in the creation of 19 jobs.

Since the CDBG program does not require a local match, no Oneida County dollars will be expended on these projects. Upon award of the CDBG CRF grants, Mohawk Valley EDGE will administer the programs on behalf of Oneida County.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit these applications to the New York State Office of Community Renewal for CDBG CRF funding totaling \$2,230,000. Included in this resolution is the authorization to conduct the mandated public hearings on the Community Development Block Grant applications, as required by the statutory requirements of the CDBG program, and, if awarded the grants, authorization to enter into agreements with the Mohawk Valley EDGE to administer the programs.

Due to the rapidly approaching OCR application deadline of August 15, 2014, I am requesting an approval of these actions at their regular meeting on **August 13, 2014**.

Should you have any questions regarding this matter please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Regina M. Venturi, for". The signature is written in black ink and is positioned above the typed name of John R. Kent, Jr.

John R. Kent, Jr.  
Commissioner of Planning

Cc: Edward Welsh  
Emil Paparella  
Rose Ann Convertino



RE: AUTHORIZATION FOR ONEIDA COUNTY TO MAKE APPLICATION TO THE NEW YORK STATE OFFICE OF COMMUNITY RENEWAL (OCR) FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING TOTALING \$2,230,000 TO SUPPORT ECONOMIC DEVELOPMENT EFFORTS IN ONEIDA COUNTY

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from John R. Kent, Jr., Commissioner of Planning, requesting submittal of applications by Oneida County to the State of New York Office of Community Renewal (OCR) for Community Development Block Grant (CDBG) direct grants totaling \$2,230,000, and

WHEREAS, The Community Development Block Grant funds will provide funding assistance for the following:

- \$750,000 – Briggs & Stratton Power Products Group in the City of Sherrill that will result in the creation of 50 new jobs;
- \$750,000 – Phase II Oneida County Interceptor Project, in the Town of Marcy and the City of Utica, that will result in the creation of 50 jobs;
- \$350,000 – Charles T. Sitrin Health Care Center, Inc., in the Town of New Hartford, that will result in the creation of 24 jobs;
- \$100,000 – McDonough Hardwoods, Ltd., in the Town of Vernon, that will result in the creation of 4 jobs; and
- \$280,000 – Delft Blue, LLC, in the Village of New York Mills, that will result in the creation of 19 jobs.

WHEREAS, The CDBG program requires the holding of two public hearings by the County, a minimum of one prior to the submission of said application to obtain the views of citizens regarding the proposed application and one following the award to report on project accomplishments, and

WHEREAS, The CDBG program requires that the Community Development Block Grant application must comply with the program requirements set forth in 24 CFR Part 570, as amended, now, therefore, be it hereby

RESOLVED, That Oneida County Executive Anthony J. Picente, Jr., is authorized to submit the applications and amendments thereto and all understandings and assurances contained therein, and is further authorized to act in connection with the applications to provide such additional information as may be required to request and implement said funds, and it is further

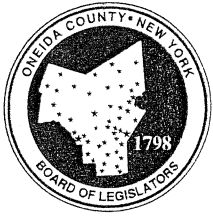
RESOLVED, That the Oneida County Executive is authorized and directed to hold any required public hearings and execute all documents and certifications required as part of the submission of the applications, and it is further

RESOLVED, That the County Executive is hereby authorized to execute such documents as may be required in order to implement the programs and hold the required public hearing if the applications are approved and enter into agreements with beneficiaries of the funds.

APPROVED: Ways & Means Committee

DATED:

Adopted by the following vote:  
AYES \_\_\_ NAYS \_\_\_



# 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

July 7, 2014

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

FN 20 14-244  
**ECONOMIC DEVELOPMENT  
& TOURISM**

## WAYS & MEANS

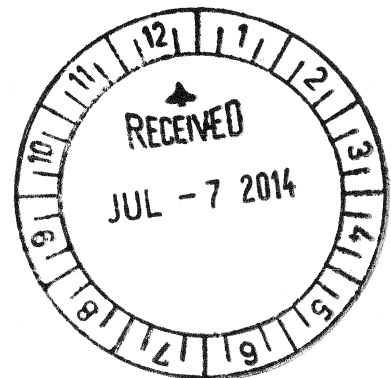
Honorable Members:

I have received a letter from the Chairman of the Oneida Farmland Protection Board (FPB) seeking Board of Legislator approval to petition the State to extend the review of Agricultural District No. 7 by one year. Details of the request are enclosed on the attached letter from the FPB Chair.

Pursuant to Mr. Humphreys request, I ask that this be considered by the appropriate committee(s) and at our full Board meeting of **August 13<sup>th</sup>**.

Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD





# ONEIDA COUNTY FARMLAND PROTECTION BOARD

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Brymer Humphreys, Chair

Paul Snider ♦ Thomas Cassidy ♦ George Gafner ♦ Michael J. Cosgrove ♦ Andy Gale  
Brian Mandryck ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam ♦ Clifford Kitchen

Mr. Gerald J. Fiorini  
Chairman of the Board of Legislators  
800 Park Ave.  
Utica, NY 13503

RE: Oneida County Agricultural District Numbers 6 and 7

Dear Chairman Fiorini,

It has come to the attention of the Oneida County Farmland Protection Board that the anniversary date of Agricultural District No. 7 has the same anniversary date as Agricultural District No. 6 which is July 16, 2015. This fact appears to have been overlooked when the county made the decision to consolidate the numerous districts into seven districts several years ago.

As set forth within Section 303-a of New York State Agricultural Districts Law, counties may request an extension of existing agricultural districts. Allowing the extension of District No. 7 would be beneficial to the county in that it would maintain the county's goal of only reviewing one Agricultural District per year, which was the purpose district consolidation.

Therefore, the Farmland Protection Board is formally requesting that the Oneida County Board of Legislators approve the request for a one year extension for the eight-year review of Oneida County Agricultural District No.7. This would make the anniversary date for District No. 7 July 16, 2016.

Thank you for your time and consideration in this matter.

Sincerely,

Brymer Humphreys, Chairman  
Oneida County Farmland Protection Board

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

INTRODUCTORY

No.

## ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:

2<sup>ND</sup> BY:

**RE: THE EXTENSION OF AGRICULTURAL DISTRICT No.7 FOR ONEIDA COUNTY**

**WHEREAS:** Section 303-a of New York State Agricultural Districts Law allows for counties to petition the Commissioner of Agriculture and Markets to approve for good cause an extension of up to four years for a district review; and

**WHEREAS:** The review anniversary for Agricultural District No. 6 falls on July 16, 2015 and the review anniversary for Agricultural District No. 7 also falls on July 16, 2015; and

**WHEREAS:** It is the goal of Oneida County's plan for Agricultural District consolidation to only have one Agricultural District per year for review, therefore, be it hereby

**RESOLVED:** That the Oneida County Board of Legislators petition the New York State Commissioner of Agriculture and Markets to grant a one year extension for the anniversary date of Agricultural District No. 7 thereby making the anniversary date for District No. 7 July 16, 2016.

APPROVED:

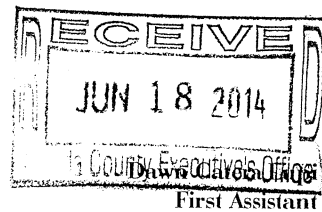
DATED:

Adopted by the following v.v. vote:

AYES NAYS ABSENT

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney



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

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

June 12, 2014

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

FN 20 14-245  
**PUBLIC SAFETY**  
**WAYS & MEANS**

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2014 budgetary transfer within the District Attorney's cost center to cover meeting and seminar expenses.

TO:

A1165.454 District Attorney, Travel – Meetings/Seminars \$4,000.

FROM:

A1165.101 District Attorney, Salaries \$4,000.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

Scott D. McNamara  
Oneida County District Attorney

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

Anthony J. Picente, Jr.  
County Executive

Date 6/18/14

se

cc: Hon. Gerald J. Fiorini, Chairman  
Hon. George Joseph, Majority Leader  
Hon. Frank Tallarino, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard A. Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director



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

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

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

June 18, 2014

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

FN 20 14-246

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive:

In 2013 the Approved Capital Budget for Water Pollution Control contained Capital Project HG-407 WPC Facilities and Equipment Improvements. This project was designated to be funded using 100% Reserve Funds. Unfortunately, the operating budget was never amended to reflect this appropriation to the Capital Fund. This piece of legislation is to correct that error and provide the vehicle so the funding can be moved as originally intended.

I therefore request your Board's approval of the following **2014** supplemental appropriation for the Water Pollution Control Fund:

TO:

AA# G9950.9	WPC – Administration – Transfer to Capital Fund Sewer.....	\$ 422,000.00
AA# G9950.9	WPC – Administration – Transfer to Capital Fund Sewer.....	\$ 40,000.00
	Total.....	\$ 462,000.00

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

RA# G599	Unappropriated Fund Balance.....	\$ 462,000.00
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Sincerely,

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

Steven P. Devan, P.E.  
Commissioner

Cc: Comptroller  
County Attorney  
Budget Director

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

Anthony J. Picente, Jr.  
County Executive

Date: 6/18/14

# ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

DENNIS S. DAVIS  
COMMISSIONER



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

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

July 2, 2014

FN 20 14-247

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

**PUBLIC WORKS**

Dear County Executive Picente,

**WAYS & MEANS**

I am requesting a fund transfer to cover the cost of maintaining Buildings & Grounds vehicles.

Additional funding will be required to cover routine maintenance of vehicles utilized by Buildings & Grounds personnel. Due to an aging fleet and extensive routine maintenance repairs the 2014 appropriation of \$10,500 in A1620.451 will be expended by August. Therefore I am requesting a transfer of \$10,000 from appropriation account A1620.414 to appropriation account A1620.451.

If you approve, please forward this request to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

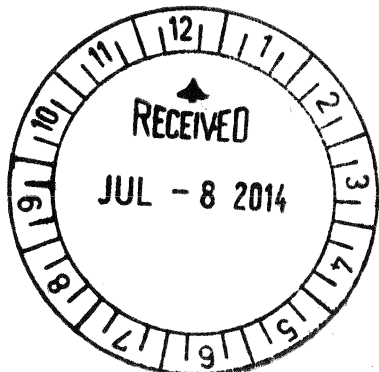
Dennis S. Davis  
Commissioner

cc: Thomas B. Keeler, Budget Director  
Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente Jr.  
County Executive

Date 7/7/14





**ONEIDA COUNTY  
WORKERS' COMPENSATION DEPARTMENT**

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

PHONE: (315) 798-5688 FAX: (315) 798-5924

Michael L. Lally

Email: mlally@ocgov.net

Workers' Compensation  
Committee

Norman Leach, Chairman

Oneida County  
Board of Legislators  
Gerald J. Fiorini, Chairman

July 8, 2014

FN 20 14-248

**WORKERS' COMPENSATION**

**WAYS & MEANS**

Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

Dear Chairman Fiorini:

Attached is the proposed 2015 Workers' Compensation Budget. I respectfully request that this proposed budget be referred to the Workers' Compensation and Ways and Means Committees for their consideration.

Sincerely yours,

*Norm Leach* (MLL)

Norm Leach, Chairman  
Workers' Compensation Committee

NL:ml

Att.

**INTRODUCTORY  
NO.**

**F.N. 2015-**

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:** *Messrs. Waterman, Leach*  
**2ND BY:**

**RE:** PROPOSED WORKERS' COMPENSATION BUDGET FOR 2015

**WHEREAS,** The Oneida County Government Operations Committee has filed a budget estimate for the operation of the Oneida County Self- Insurance Plan as hereinafter set forth for the year 2015, and

**WHEREAS,** It is desirable to authorize the County Comptroller and the Commissioner of Finance to establish in their accounts a budget estimate for the operation of the Oneida County Self-Insurance Plan, now, therefore, be it hereby

**RESOLVED,** That the following budget estimate for 2015 is hereby ordered to be placed upon the books of the County Comptroller and the Commissioner of Finance, and that the County Comptroller be, and hereby is, authorized to make payments from the respective accounts as hereinafter set forth upon inspection and examination by the Government Operations Committee.

BUDGET APPROPRIATIONS

**PROGRAM ADMINISTRATION AND SUPPORT**

S1710.109	Salaries & Fringes	\$	75,956
S1710.195	Other Fees & Services	\$	668,652
S1710.416	Telephone	\$	518
S1710.418	Meter Postage	\$	347
S1710.455	Travel	\$	1,450
S1710.491	Other Materials & Supplies	\$	50
S1710.495	Other Expenses	\$	150
S1990.9	Contingent Account	\$	40,000
	<b>Total Administrative Expense</b>	<b>\$</b>	<b>787,123</b>

S1720.410	Indemnity & Medical	\$	4,546,489
S1720.412	Insurance & Bonding	\$	670
S1720.495	WCB Assessments	\$	568,865
	<b>Total Claims Expense</b>	<b>\$</b>	<b>5,116,024</b>

**TOTAL ADMINISTRATIVE & CLAIMS EXPENSES** **\$ 5,903,147**

ESTIMATED REVENUES

S2222	Participant Assessments	\$	5,041,489
S2401	Interest Earnings	\$	16,500
S2701	Refund of Prior Years - Expenditures	\$	20,000
S2705	Revenues	\$	825,158

**TOTAL ESTIMATED REVENUES** **\$ 5,903,147**

RESOLVED, That the Oneida County Board of Legislators hereby approves and accepts the aforementioned Workers' Compensation Budget for 2015.

APPROVED: Government Operations Committee  
 Ways & Means Committee

DATED:

Adopted by the following vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

ANTHONY J. PICENTE, JR.  
County Executive



ROBERT J. ROTH  
Director

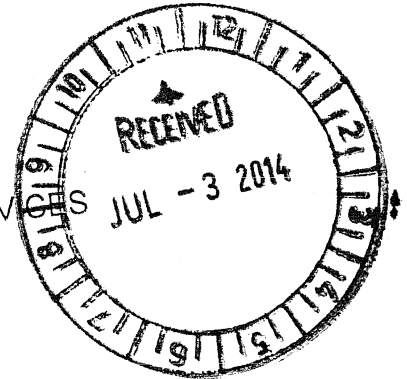
**ONEIDA COUNTY YOUTH BUREAU**  
County Office Building ♦800 Park Avenue ♦Utica, New York 13501  
Phone: (315) 798-5027 ♦Fax: (315) 798-6438

July 2, 2014

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

FN 20 14-249

HEALTH & HUMAN SERVICES  
WAYS & MEANS



Dear Mr. Picente:

The Oneida County Youth Bureau has received notice from the New York State Office of Children and Family Services that they will receive an allocation of \$264,659 for 2014. This allocation exceeds the \$253,689 that was budgeted for 2014. These funds are a pass through and come directly from New York State, requiring no county match funding support.

Therefore, I respectfully request the following supplemental appropriation and budget transfer for the 2014 fiscal year:

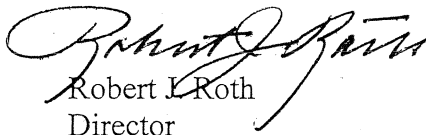
**To: A8830.495147 Youth Service Programs \$10,970.00**

This appropriation will be supported by revenue:

**From: A3902 – State Aid Youth Services Reimbursement \$ 10,970.00**


Thank you for your consideration of this request.

Sincerely,

  
Robert J. Roth  
Director

Cc: T. Keeler, Budget  
S. Brown, Audit & Control

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

  
Anthony J. Picente, Jr.  
County Executive

Date 7/3/14



**Oneida County**

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

**Office for the Aging & Continuing Care**

**Michael J. Romano**  
Director

120 Airline Street-Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

June 17, 2014

FN 20 14-250

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

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

Enclosed please find an Agreement between Oneida County Office for the Aging/Office of Continuing Care, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, and the Town of Kirkland Parks & Recreation Department, located at 36 Kirkland Avenue, Clinton, New York 13323, your review and approval.

This Agreement is for use of space at the Clinton Arena on Thursday, June 26, 2014, to hold our annual health fair and picnic. The total amount of this contract is \$400.00, which no county dollars will be used. The terms of this Agreement commence June 26, 2014 and terminate June 26, 2014.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano  
Director

MJR/mac

Enclosure

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

Anthony J. Picente, Jr.  
County Executive

Date 6/27/14

**Oneida County Board of Legislators  
Contract**

**Name of Proposing Organization:** Town of Kirkland Parks & Recreation Dept.

**Title of Activity or Service:** Permit for Use of Space

**Proposed Dates of Operation:** Thursday, June 26, 2014

**Proposed Hours of Operation:** 10:00am to 4:00pm

**Client Population/Number to be Served:** Older Oneida County residents age 60 and older

**Summary Statements**

1. **Narrative Description of Proposed Service.**  
For use of the Clinton Arena, located in the Town of Kirkland, Clinton, NY
2. **Program/Service Objectives and Outcomes.**  
Provide a County-wide Health Fair and Picnic Lunch with recreational activities for older residents across Oneida County.
3. **Program Design and Staffing Level.**  
OFA employees to volunteer with setup, serving lunch, organizing games and activities. Prestige will prepare and serve the picnic lunch.

**Total Funding Requested - \$400.00**

**Oneida County Department Funding Recommendation:** \$400.00  
Account#:A6772.495119

**Proposed Funding Source:** (Federal \$/ State \$/County \$): \$400.00  
**Federal (\$0), State (\$0), County (\$0), Other (\$400.00)**

**Cost per Unit/Client Served:** N/A

**Past Performance Data:** 2013 location of the OFA Health Fair and Picnic.

**Oneida County Department Staff Comments:** Provides location for annual Senior Health Fair coordinated by Oneida County Office for the Aging/Continuing Care

## AGREEMENT

This is an Agreement by and between the **TOWN OF KIRKLAND, PARKS & RECREATION DEPT.** located at 36 Kirkland Ave, Clinton, New York 13323, hereinafter known as "**PROVIDER**"; and the **COUNTY OF ONEIDA**, by and through its department of **OFFICE FOR THE AGING**, located at 120 Airline Street Suite 201, Oriskany, New York 13424, hereinafter known as the "**COUNTY**".

### WITNESSETH:

**WHEREAS**, the **COUNTY** desires to rent a location for a health fair and picnic to be conducted by the Office for the Aging; and

**WHEREAS**, the **PROVIDER** warrants that it can provide an adequate facility for the County's health fair and picnic, and is willing and able to provide such facility for this purpose; and

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. **PROGRAM STANDARDS**

A. The **PROVIDER** shall allow the **COUNTY** use of the Clinton Arena on Thursday, June 26, 2014, between the hours of 10:00am and 4:00pm.

B. It is understood by the **PROVIDER** that use of this facility will be for the purpose of holding a Health Fair and Picnic.

C. It is understood that the **PROVIDER** will not allow the **COUNTY** use of the Clinton Figure Skating Club room, machine rooms, staff room, utility rooms and concession stands.

D. The **PROVIDER** and the Clinton Arena will provide the necessary lights and water for normal use during this event.

E. The **COUNTY** will pay the **PROVIDER**, the fee of \$100.00 per hour, for a total of \$400.00, for the four (4) hours during the health fair and picnic. The **PROVIDER** is not charging a fee to the **COUNTY** for the set-up time required for this event.

F. The **COUNTY** agrees to make payment by the end of the season.

G. The **COUNTY** agrees to unconditionally guarantee the **PROVIDER** that they shall pay for the above-identified minimum hours, whether or not the hours are actually used.

G. The **COUNTY** will supply the **PROVIDER** with a permit from the Oneida County Health Department, stating that Prestige Services, Inc. will be serving food at the event.

2. **TERM OF CONTRACT**

A. The terms and conditions of this Agreement will commence Thursday, June 26<sup>th</sup> at 10:00am and terminate Thursday, June 26<sup>th</sup> at 4:00pm, 2014.

3. **INSURANCE COVERAGE REQUIREMENTS**

A. The **COUNTY** will supply the **PROVIDER** with a copy of a Certificate of Liability Insurance from Prestige Services, naming the Town of Kirkland as additional insured.

B. The **COUNTY** will also supply the **PROVIDER** a copy of their Certificate of Liability Insurance naming the Town of Kirkland as additional insured.

C. The **PROVIDER** agrees to maintain existing insurance coverage for persons entering the facilities during this time.

4. **CONTRACT CANCELLATION**

A. The Agreement may be canceled by the **COUNTY** for failure by the **PROVIDER** to comply with the terms and conditions of this Agreement; the **PROVIDER** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **PROVIDER** and the **COUNTY** reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The **PROVIDER** agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the **COUNTY**.

D. The **PROVIDER** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.



5. **NO CLAIM FOR DAMAGES**

The **PROVIDER** agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

6. **COMPLIANCE WITH REGULATION**

A. The **PROVIDER** agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

7. **TERMS OF AGREEMENT**

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

**IN WITNESS THEREOF**, the parties have here unto set their hand on the date respectively stated.

**PROVIDER**

\_\_\_\_\_  
Mike Orsino, Town of Kirkland

\_\_\_\_\_  
Date

**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING**

\_\_\_\_\_  
Michael J. Romano, Director

\_\_\_\_\_  
Date

**Approved as to Form ONLY  
ONEIDA COUNTY ATTORNEY**

By: \_\_\_\_\_

## ADDENDUM

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

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85 Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and

4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.  
Place of Performance (street, address, city, county, state, zip code).

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

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - 3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  - 1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - 2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
  - 1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - 5. Make available protected health information in accordance with 45 CFR § 164.524;
  - 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  - 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its

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

#### **8. Wage and Hours Provisions.**

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

#### **9. Non-Collusive Bidding Certification.**

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

#### **10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.



**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

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

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

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

**COUNTY OF ONEIDA**

**PROVIDER**

By: \_\_\_\_\_  
Oneida County Executive

By: \_\_\_\_\_  
Name

Approved as to Form **ONLY**

**ONEIDA COUNTY ATTORNEY**

BY: \_\_\_\_\_  
Oneida County Attorney



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

June 18, 2014

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

FN 20 14-251

**HEALTH & HUMAN SERVICES  
WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The New York State's Office of Temporary and Disability Assistance has encouraged local districts to design programs which assist applicants or recipients of public assistance in obtaining employment, therefore alleviating or reducing their need for Temporary Assistance.

This renewal Agreement is with the Oneida County Workforce Development which operates Oneida County's Pride in Work Program for all TANF employable applicant/recipients. The program is a full time four week training component combining life skills, work experience, job search and the assistance of job developers. It is designed to reduce the number of new TANF cases in Oneida County.

The term of the Agreement is July 1, 2014 through June 30, 2015. The total cost for this Purchase of Services Agreement is \$ 339,707 and there is no local cost to support this contract.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for their review.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 6/23/14

6/18/14  
# 67301

**Oneida Co. Department Social Services**

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

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:**

Oneida County Department Workforce Development  
209 Elizabeth Street  
Utica, New York 13501

**Title of Activity or Services:** JOB Readiness/ JOB Placement & Pride in Work Program

**Proposed Dates of Operations:** July 1, 2014 through June 30, 2015

**Client Population/Number to be Served:** Safety Net Applicants and Temporary Assistance Recipients TANF/Safety Net. Numbers are unlimited.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services:** This is a full time four week program operated at the Access Center in Utica & the Adult Learning Center in Rome. A class begins every week in Utica & on a bi-weekly basis in Rome. The first two weeks are classroom training involving life skills, personal hygiene, decision making, work ethics, employment expectations, resume' writing, interviewing techniques and budgeting. The second two weeks involves an active job search combined with an assignment to a work experience.

The Contractor agrees to perform the "Pride in Work" program as follows:

- Administer TABE test or equivalent instrument to measure educational level,
- Teach Job finding skills to include resume preparation, application and interviewing skills,
- Computer and internet based application skills and communication,
- Oral communication and phone skills,
- Attendance, dress and workplace etiquette, including conflict resolution,
- Motivation, self confidence, perseverance,
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program,

**2). Program/Service Objectives and Outcomes** This is a full time four week program designed to help Temporary Assistance Applicants/Safety Net find employment which would negate their need for temporary assistance benefits. Public Assistance Recipients that are considered employable will also be placed into the program to reduce their need for public assistance by obtaining employment.

**3). Program Design and Staffing Level** - This Contract is with the Office of Employment & Training and they have a subcontract with Madison/Oneida BOCES.

Staffing: Employment & Training

1 Full-time Project Coordinator  
1 Full-time Job Developer  
1 Full-time Job Placement Assistant

Madison/Oneida BOCES

1 Full-time Work Skills Teacher I  
1 Full-time Work Skills Teacher II  
1 Full-time Work Skills Teacher III  
1 Full-time Program Supervisor

**Total Funding Requested:** \$ 339,707

**Oneida County Dept. Funding Recommendation:** Account # A6014.49543

**Mandated or Non-mandated:** Non-mandated, however all safety net applicants and family assistance applicants are required to look for work prior to their case opening.

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

<b>Federal</b>	100% =	\$ 339,707
<b>State</b>	0 % =	\$ 0
<b>County</b>	0 % =	\$ 0

**Cost Per Client Served:**

**Past performance Served:** The maximum cost of the Contract for the period July 1, 2013 through June 30, 2014 was \$ 332,729.

**O.C. Department Staff Comments:** The Department originally contracted for this service with both Madison/Oneida BOCES and the Office of Employment and Training. The two agencies have combined their programs since 1997. The program has proved to be one of the most successful employment readiness programs operated by the Department.

## AGREEMENT

THIS AGREEMENT, made and entered in to, by and between Oneida County, through its Oneida County Department of Social Services, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Oneida County Workforce Development, 209 Elizabeth Street, Utica New York 13501 (hereinafter called Contractor).

WHEREAS, the Department desires to reduce the number of recipients of Temporary Assistance and Supplement Nutrition Assistance Program (SNAP) through placement in meaningful employment,

WHEREAS, the Contractor has the experience and staff to train Temporary Assistance and SNAP recipients or applicants to obtain basic job skills and to assist in the job placement of those recipients or applicants who have successfully completed the program,

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

This Agreement is to begin on the 1st day of July, 2014, and will end on the 30th day of June, 2015. The option to renew this Agreement under all current terms and conditions for one additional year not to exceed June 30, 2016 is at the sole discretion of the Department and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

This Agreement may be terminated by either party upon 30 days written notice to the other party.

The Contractor agrees to perform the "Pride in Work" program (hereinafter "Program") as follows:

- Administer Test of Adult Basic Education (TABE) or equivalent instrument to measure educational level.
- Teach Job finding skills to include resume preparation, application and interviewing skills, and updating registration with One Stop
- Teach computer and internet based application skills and communication
- Teach oral communication and phone skills
- Teach attendance, dress and workplace etiquette, including conflict resolution
- Teach motivation, self-confidence, and perseverance
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program

The Department agrees to determine eligibility and select participants for the Program.



The Contractor agrees to notify the Department of Program attendees that are no-shows, terminated from the Program or from employment and any new employments on a current basis as they occur. The Contractor will submit attendance sheets with any progress comments and verified excuses for time missed to the Department. The Contractor shall report to the Department when attendees of the Program have gained employment. Employments will be verified after the start date with the following information: Name and address of employer, start date, rate of pay, hours/days and shift, pay period, and expected date of the first pay.

The Contractor agrees to compile Program Evaluation data / material at the mid-point of the contract, and at the conclusion of each Program.

The liaison for this Program shall be;

(1) from the Oneida County Department of Social Services:

Philip Martini Employment Supervisor

(2) from the Madison - Oneida BOCES:

Continuing Education

(3) from the Oneida County Office of Workforce Development: David Mathis

The Department agrees to pay the cost, up to a maximum of \$339,707 for the term of this Agreement as per attached budget.

The activities provided by this Contract are not otherwise available on a non-reimbursable basis.

The Contractor will bill on a monthly basis, on a County voucher with the supporting documentation attached including participants names, case numbers, and training status. The Contractor agrees to provide other data as required by the Department.

The Contractor agrees to reconcile all expenditures, as stated on the billing vouchers, including specific personal costs.

The Department and the Contractor will meet monthly to review the contract, and at other times as requested by either party.

The Contractor agrees to maintain financial records and necessary supporting documents as required by the Department. Such financial and statistical records shall be subject at all reasonable times to inspection, review, or audit by authorized County, State, and / or Federal personal.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department, pursuant to the applicable provisions of the Social Services Law and any New York State Department regulations promulgated thereunder, as well as any applicable Federal Laws and any regulations promulgated, thereunder, and shall not be disclosed except as authorized by

The Department shall be held harmless for any liability whatsoever for whatever reason associated with the training or placement of any of its Temporary Assistance and SNAP clients enrolled in the Pride in Work Program, delivered by the Contractor.

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

This Agreement can be terminated with a 30 day written notice by either party.

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

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 6-16-14

Agency: \_\_\_\_\_ Oneida County Workforce Development

Authorized Signature: David Mathis

Print Authorized Name: DAVID L. MATHIS

Title: DIRECTOR

\*\*\*\*\*

JULY 1, 2014 - JUNE 30, 2015  
PRIDE IN WORK

Salaries:

Mary Beth Ricci	100%	\$ 40,144.00
Nancy Gaston	100%	\$ 30,576.00
Juan Lehner	100%	\$ 29,536.00
Mary Rieth	25%	<u>\$ 5,000.00</u>
Total Salaries:		\$ 105,256.00

Fringe Benefits

Mary Beth Ricci	100%	\$ 10,050.00
Nancy Gaston	100%	\$ 15,856.00
Juan Lehner	100%	<u>\$ 10,050.00</u>

Total Benefits \$ 35,956.00

**Total Salaries & Benefits \$ 141,212.00**

Other Expenses:

Rent/Lease		\$ 4,250.00
Tele./Internet		\$ 1,198.00
Supplies		\$ 300.00
Mileage		\$ 333.00
Bus Passes		\$ 750.00
Administration/Overhead	(\$1,250 X 3)	\$ 3,750.00
Contract Expense (Madison-Oneida BOCES)		<u>\$187,914.00</u>

**Total Other Expenses \$ 198,495.00**

**Grand Total \$ 339,707.00**

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
- (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because 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 hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

\*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

\*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

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**\*\*Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

## APPENDIX B

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### Personnel

- a. The Contractor agrees to 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 this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

#### Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  - 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

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. 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 register 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.



- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this 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 either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval 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 this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/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 and 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 under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall 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:
  - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
  - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of

religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

## REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

## CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 4<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

## PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall 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, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to



all applicable law and regulations.

## TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall

follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

#### CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and

operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

#### FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

#### ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000) per incident and not less than three million (\$3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

## RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

## COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

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

As a mandated reporting agency, all instances of suspected child abuse, neglect and/or maltreatment, will be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the Agency's decision to file a report with the Central Register.

The Contractor attest they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

*Oneida County Workforce Development*

NAME OF CONTRACTED AGENCY

*David L. Mathis, Director*

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

*David Mathis*

SIGNATURE

*6-16-14*

DATE

**Oneida County Department of Social Services  
Contractor and Contract Staff  
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of \_\_\_\_\_, (the  
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Created 4-24-12



**ADDENDUM**

THIS ADDENDUM, entered into on this 1<sup>st</sup> day of July, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executor or Non-Appropriation Clause.**

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer

- or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

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

Place of Performance (street, address, city, county, state, zip code).

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

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

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

manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Worker's Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or

intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

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

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection,

auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

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

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

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



**14. Prohibition on Purchase of Tropical Hardwoods.**

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

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

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

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

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

**18. Certification of compliance with the Iran Divestment Act.**

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an

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

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

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

**County of Oneida**

**Contractor**

By: \_\_\_\_\_

By: David Mathis  
Name: David L. Mathis  
Director

Oneida County Executive

Approved as to Form only

\_\_\_\_\_

Oneida County Attorney



# 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

June 17, 2014

FN 20 14-252

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

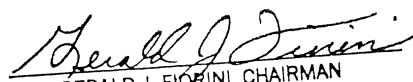
**READ & FILED**

Mr. Billard:

The New York State Department of Agriculture & Markets has certified the parcels submitted during the 2014 Open Enrollment Period in Oneida County that the Board of Legislators recommended for inclusion into agricultural districts by way of Resolution No. 121, dated May 14, 2014.

Please file the attached as a "Read & File" docket to read "RE: NYS certification of properties added to agricultural districts during Oneida County's designated Open Enrollment Period, January 2014."

Respectfully,

  
GERALD J. FIORINI, CHAIRMAN  
ONEIDA COUNTY BOARD OF LEGISLATORS



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS

10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agriculture.ny.gov

Andrew M. Cuomo  
Governor

Richard A. Ball  
Commissioner

Mikale Billard, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501-2977

Dear Mr. Billard:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Legislature submitted to me, by Resolution No. 121-2014, a plan to modify Oneida County Agricultural Districts No. 1, No. 2, No. 3, No. 4, No. 5, No. 6 and No. 7 by including predominantly viable agricultural land in to the Districts.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the Districts.

Signed and Sealed at the Town of Colonie,  
County of Albany, New York,  
This 10 day of June, 2014.

A handwritten signature in black ink, appearing to read "Richard A. Ball".

Richard A. Ball  
Commissioner of Agriculture and Markets  
of the State of New York

James Vincent, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chair, Oneida County AFPB  
Guy Sassaman, Planner, Oneida County Planning Department