



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATIONS FOR APRIL 14, 2021 MEETING

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2021-055 . . .	Ways & Means (to Board March 10, 2021)	
2021-056 . . .	Public Works, Ways & Means	
2021-057 . . .	Public Works, Ways & Means	
2021-058 . . .	Public Works, Ways & Means	
2021-059 . . .	Public Works, Ways & Means	
2021-060 . . .	Public Works, Ways & Means	
2021-061 . . .	Public Works, Ways & Means	
2021-072 . . .	Public Works, Ways & Means (to Board March 10, 2021)	
2021-062 . . .	Public Works, Ways & Means	
2021-063 . . .	Public Safety, Ways & Means	
2021-073 . . .	Public Safety, Ways & Means	
2021-064 . . .	Airport, Ways & Means	
2021-065 . . .	Government Operations, Ways & Means	
2021-066 . . .	Government Operations, Ways & Means	
2021-067 . . .	Government Operations, Ways & Means	
2021-074 . . .	Ways & Means	
2021-068 . . .	Ways & Means	
2021-069 . . .	Health & Human Services, Ways & Means	
2021-070 . . .	Health & Human Services, Ways & Means	
2021-071 . . .	Health & Human Services, Ways & Means	
2021-054 . . .	Government Operations	

AVAILABLE ON WEBSITE ONLY
www.ocgov.net



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

February 25, 2021

FN 20 21 - 055

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

WAYS & MEANS

Dear Chairman Fiorini:

The 2020 election process in Oneida County had many costly errors. First, the County was not able to certify a winner in the local congressional race until early February 2021. Second, many mistakes were uncovered due to poor internal control. Fortunately, these problems are being addressed and will be corrected in the very near future.

Unfortunately, as result of the Court Ordered Review, Oneida County had to hire two independent Counsels to observe the recount and incurred some pretty substantial legal fees along the way. These fees were not anticipated during the budget process and as a result they were not accounted for in the 2021 adopted budget. Therefore it is necessary to do a budget transfer.

I therefore request your Board's approval of the following **2021** transfer for the General Fund:

TO:

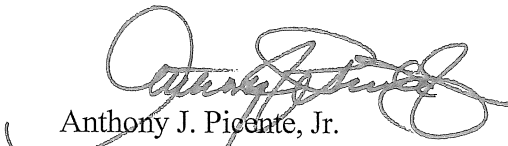
AA# A1930.1951 Law Department – Other Fees and Services..... \$ 102,152.00

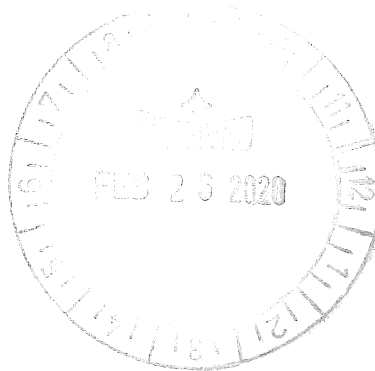
FROM:

AA# A1992.9 Budget – Special Items / Contingent – Salaries..... \$ 102,152.00

Thank you for your consideration of this request.

Respectfully submitted,


Anthony J. Picente, Jr.
County Executive



CC: Comptroller
County Attorney
Commissioner of DPW
Budget Director



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

February 26, 2021

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

FN 2021-054

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

Oneida County currently contracts with Global-Montello on a month-to-month basis for management of off-site (gas station/convenience store) fuel purchases and fuel card services. In 2019 Oneida County purchased approximately 110,000 gallons of diesel and approximately 45,000 gallons of gasoline at off-site locations with a total expenditure of approximately \$363,000.00.

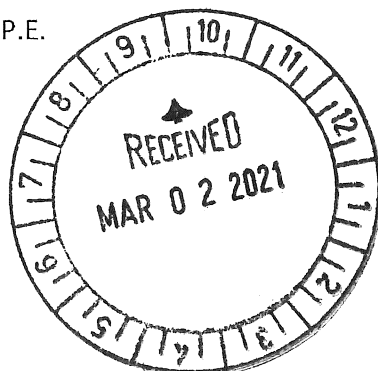
The State of New York contracts with WEX Bank (NYSOGS Contract #PS67946) for the aforementioned services. The Oneida County Purchasing Department and Oneida County Attorney's Office have confirmed that Oneida County is authorized to utilize NYSOGS Contract #PS67946. This agreement provides a guaranteed monthly discount for all fuel purchases with a discount range ranging from 1.50% to 1.86% based on State-wide consumption. These rates and calculated discount would result in at least \$5,000.00/year additional savings compared to the County's current agreement.

If acceptable, please forward a request to the Oneida County Board of Legislators for authorization to contract for off-site fuel purchases and fuel card services via NYSOGS Contract #PS67946 and any extension or amendment of said contract.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 3-2-21

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other (OGS) _____

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: WEX Bank
7090 South Union Park Center, Suite 350
Midvale, UT 84047

Title of Activity or Service: Fuel Card Services

Proposed Dates of Operation: Begin Upon Execution – June 21, 2021

Client Population/Number to be Served: N/A

Mandated/Non-Mandated: Non-Mandated

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County currently contracts with Global-Montello on a month-to-month basis for management of off-site (gas station/convenience store) fuel purchases and fuel card services. In 2019 Oneida County purchased approximately 110,000 gallons of diesel and approximately 45,000 gallons of gasoline at off-site locations with a total expenditure of approximately \$363,000.00.

The State of New York contracts with WEX Bank (NYSOGS Contract #PS67946) for the aforementioned services. The Oneida County Purchasing Department and Oneida County Attorney’s Office have confirmed that Oneida County is authorized to utilize NYSOGS Contract #PS67946. This agreement provides a guaranteed monthly discount for all fuel purchases with a discount range ranging from 1.50% to 1.86% based on State-wide consumption. These rates and calculated discount would result in at least \$5,000.00/year additional savings compared to the County’s current agreement.

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

3) Program Design and Staffing: N/A

4) Funding Account #: Various
Total Funding Requested: \$363,000.00
Oneida County Dept. Funding Recommendation: \$363,000.00

Proposed Funding Sources **Federal:**
New York State:
County: \$363,000.00
Other:

Past Performance Data: N/A

O.C. Department Staff Comments: None



**Office of
General Services**

**Procurement
Services**

Office of General Services
Procurement Services
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

Fuel Card Services Contract Guidelines

Issued: February 9, 2018

**Group 79008 Award 23062
Bank Card Services (Fuel Card Services)
Contract PS67946
WEX Bank
(Herein Referred to as WEX)
Contract Term: June 22, 2018 to June 21, 2021**

INTRODUCTION

The Fuel Card Services contract is designed to provide NYS Authorized Users with a centralized contract for a universally accepted Fuel Card that allows drivers to purchase Fuel for NYS vehicles at retail Fuel Locations located throughout NYS, and nationwide, as well as at NY State-owned and Contract User-owned Fuel Locations located within New York State, for conventional and alternative fuels supplied by multiple companies (e.g. Exxon Mobil, Chevron, Gulf, Shell, etc.), and limited Associated Products necessary for the safe operation of State vehicles. Use of the Fuel Card is designed to streamline and automate the purchase of Fuel for State business.

The intent of this document is to provide instruction for implementing a Fuel Card Services program, and guidelines for Fuel Card usage. **These guidelines are general usage guidelines, and are not intended to supersede more restrictive guidelines or policies adopted by Authorized Users.**

DEFINITION OF TERMS

Terms used in this document that are capitalized shall be defined in accordance with the Contract (see section 1.5, *Definitions*).

GENERAL INFORMATION

This Contract is available for use by all Authorized Users of NYS Contracts (See Appendix B, §2, *Definitions*, and §25, *Participation in Centralized Contracts*), including Non-State Users listed in Table One and Table Two (See <http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Authorized Users are not mandated to use this Contract.

Fleet Contact Person:

Authorized Users must determine who at their agency will serve as the Fleet Contact Person for this contract. Fleet Contact Person duties are listed below.

NYS Contract Administrator:

The NYS Contract Administrator may be contacted with any questions regarding the centralized Contract. For the current contact information for this Award, please see the Contract Award Notification page located on the OGS website at:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900823062can.pdf>.

WEX Contact Information:

WEX Bank may be contacted directly with questions about your specific agency agreement under this contract. For the current list of WEX contact information for this Award, please see the Contractor Information page located on the OGS website at:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900823062can.HTM>.

PROCUREMENT INSTRUCTIONS

To establish a Fuel Card Services program with WEX, Authorized Users should follow the following procedures:

1. Review the Contract Award Notification (CAN) and Fuel Card Services Contract to determine if the WEX Fuel Card will meet the agency's form, function and utility;

2. Designate a Fleet Contact Person; and
3. Engage the services of WEX by submitting the following to the WEX Contact Administrator:
 - A) A completed Participation Addendum (see page 9 of this document). WEX will use information submitted on this form to conduct a credit evaluation of Non-State Agencies. *Note: Standard Purchase Orders will not be used for this Contract;*
 - B) If applicable, NYS form FT-505.1, *Government Entity Credit Card Refund or Credit Election*, (available at http://www.tax.ny.gov/pdf/current_forms/misc/ft505_1.pdf);
 - C) Upon receipt of a Participation Addendum, WEX will work with the Authorized User's designated Fleet Contact Person to implement a Fuel Card Services program. The Fleet Contact Person will then complete a WEX Fleet Program Data Intake spreadsheet, which requests specification of driver and vehicle information, Fuel Card type (i.e., Fuel only or Fuel and Associated Product), embossing requirements, Fuel Card control settings (e.g., driver or vehicle PIN, card reader prompts, and card usage limits), and authorized online users. If applicable, the Fleet Contact Person will also be required to complete a "Certificate of Buyer of Taxable Fuel" form, provided by the Contractor, so that Federal Excise taxes may be deducted prior to invoicing.

CARD ISSUANCE

Fuel Cards will be distributed to the Fleet Contact Person. The cards will be sorted, bundled and delivered according to the Fleet Contact Person's specifications. Each card will be issued with a three (3) year active period.

WEX will set up the account(s) and issue cards after receipt and verification (including a credit evaluation, if applicable) of the documents listed above under "Procurement Instructions." The time to setup the account(s) will be dependent upon the complexity and size of the Agency. The implementation period can take up to 90 days for the most complex setups.

CARD RENEWAL

WEX will coordinate card renewals with the Fleet Contact Person eight (8) weeks prior to the expiration date of the card. The cards will be issued based on the current approved cards in the WEXOnline system. The Fleet Contact Person will be responsible for keeping all card information current. Unless otherwise agreed upon, WEX will deliver new cards approximately 45 days prior to expiration to the Fleet Contact Person. Cards will be sorted, bundled and delivered according to the Fleet Contact Person's specifications.

CARD CANCELLATION AND LOST OR STOLEN CARDS

To cancel a card, destroy card and notify WEX via WEXOnline account maintenance or through customer service at 1-866-544-5796. Fuel Cards will not be cancelled by WEX for inactivity.

If a card is lost or stolen, immediately notify WEX customer services at 1-866-544-5796. Upon notification of a lost or stolen card, the Authorized User is not liable for unauthorized charges.

The Fleet Contact Person will be responsible for coordinating cancellation of the card and working with WEX to reissue a card for the account.

WEX will print and send replacement cards to the Fleet Contact Person within 24 hours of notification. If a card is ordered as a replacement, it will be an identical card to the original card in hand. All cards ordered as lost/stolen will result in a new eighteen-digit card number and the original card will be rendered inactive in the system.

CARD ACCEPTANCE

The WEX card is a universal card that can be utilized at Fuel Locations located throughout New York State, and nationwide, for Fuel supplied by multiple oil companies. In addition to acceptance at retail outlets, Wex's Fuel Card can be coded for acceptance at the card reading equipment located at any Contract Users' Independent Fuel Stations. Retail Fuel Locations that accept the WEX card should display the WEX logo, however if they do not this doesn't mean they do not accept WEX. Authorized Users may search for accepting retail Fuel and non-Fuel Locations at the WEX website: <http://www.wexinc.com/accepting-locations>, or on the WEX Connect app for your smart phone.

At retail locations Authorized Users can swipe the WEX card at the pump or take it inside to the station attendant for processing at accepting merchants. It is recommended that drivers use the "pay at the pump" method, to reduce potential transaction error.

WEXPay: If a retail Fuel Location does not accept the WEX card but does accept MasterCard, Accounts enrolled in WexPay can instruct drivers to have the merchant contact WEX at **1-800-438-9140**. WEX will supply the merchant with a single-use MasterCard number for payment. The transaction will appear on your reporting and billing, along with your WEX card transactions, with the prefix "MC." To sign up for this service, contact the WEX Contract Administrator for an enrollment form. ***Note: The State has not reviewed the associated transaction processing rules and terms of use for WEXPay; accordingly, the Authorized User is obligated to review and make an independent determination, with the advice of legal counsel as necessary, before authorizing usage of this service.***

FEE AND DISCOUNT SCHEDULE

For the current fee and discount schedule for this Award, please see the Contract Award Notification page located on the OGS website at:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900823062can.pdf>.

APPROPRIATE USE

The Fuel Card is to be used to purchase Fuel and Associated Product for the Authorized User's vehicles and equipment (e.g., automobiles, trucks, and heavy and light duty equipment). The card may only be used to purchase products and services for official government or business purposes and not for personal, family or household purposes.

The WEX Card can be used to make the following purchases:

1. **Fuel**: Conventional Fuels (e.g., gasoline and diesel) and Alternative Fuels (e.g., hydrogen, propane, compressed natural gas (CNG), liquefied natural gas (LNG), methanol, ethanol and electricity). The Fleet Contact Person is responsible for notifying card users about the Authorized User limits on gasoline type (e.g., regular grade, mid-grade and premium). Additionally, if a type of fuel is not referenced in this Contract (e.g. aviation fuel) or if a new type of fuel becomes

available during the term of the Contract from a commercial/retail source that Wex has a relationship with or can enter into a relationship with to provide the non-referenced/emerging fuel, then it may be made available for purchase by Authorized Users.; and

2. **Associated Product:** A non-Fuel Product that may be purchased with the Fuel Card in an Emergency situation. Associated Products purchased in an Emergency situation are limited to Products that are required for continued safe operation of the vehicle (e.g., motor oil, transmission fluid, windshield wipers and fluid, and tire repair).

The following are general use guidelines for the Fuel Card. Authorized Users may adopt more restrictive guidelines or policies.

1. Driver ID/PIN numbers are confidential and must not be shared with anyone. Do not keep the number with or write it on the Fuel Card;
2. Fuel Cards assigned to a vehicle are to be used for fueling of that vehicle only;
3. Fuel Cards assigned to individuals are to be used for official government or business purposes only;
4. Fuel Cards are to be used for approved Fuel products for each vehicle. Unless otherwise approved by the Fleet Contact Person, drivers should purchase regular grade unleaded fuel, rather than mid-grade or premium unleaded. If appropriate for the vehicle, diesel Fuel or alternative Fuel shall be purchased;
5. Non-fuel products, other than Associated Products that are required for continued safe operation of the vehicle (e.g., motor oil, transmission fluid, windshield wipers and fluid, and tire repair), and car washes, shall not be purchased with the Fuel Card;
6. If applicable, an accurate odometer reading shall be entered at the pump at each fueling;
7. The Fleet Contact Person should set controls for each card that limits use by Fuel Location, days/times, number of transactions, and number of gallons allowed. WEX can also establish email alerts that notify a designated individual of Fuel Card misuse;
8. Unless otherwise authorized by the Fleet Contact Person, self-service pumps shall be used instead of full-service; and
9. Fuel Card users shall use their discretion in choosing Fuel Locations. This may include selecting the most competitive Fuel provider in situations where multiple providers are within close proximity to one another. Every reasonable effort should be made to select the vendor with the lowest advertised or displayed Fuel price. Before fueling, driver should verify that the vendor is a participant in the WEX network.

FLEET CONTACT PERSON

The Authorized User shall designate a Fleet Contact Person for their Fuel Card program. The Fleet Contact Person's duties may be designated to multiple persons according to the agency's structure and business practices. However, each Authorized User must have one Fleet Contact Person. The Fleet Contact Person's responsibilities shall include, but are not limited to:

- Creation of account with WEX;
- Receipt of Fuel Cards;
- Physical security of Fuel Cards;
- Establishment of Cardholder account access;

- Distribution of Fuel Card usage procedures to appropriate agency staff;
- Management of the account (e.g., requesting Fuel Cards, making changes to Fuel Card Authorized User options, and terminating Fuel Cards);
- Monitoring agency accounts with the Contractor to ensure that account and Fuel Card information is current;
- Maintaining a record of all Authorized persons who have physical access to the Fuel Cards;
- Termination of lost/stolen cards as appropriate;
- Review of monthly invoices for appropriateness of card usage following the agency determined reconciliation process;
- Ensuring that the card is used only for appropriate purchases in conjunction with State business and rules;
- Establishment of agency card restrictions and controls for the fleet;
- Review of transactions to ensure that Fuel Card users are in compliance with agency restrictions and controls; and
- Receipt of agency activity reports and statements.

ONLINE ACCOUNT MANAGEMENT AND REPORTING

Authorized Users can manage their WEX accounts and run standard reports online at the WEXOnline site: <https://go.wexonline.com>. Your WEXOnline user name and temporary password will be sent automatically from online_services@wexinc.com.

TRAINING

WEX will provide implementation and on-going training related to the Fuel Card Services program to the Authorized Users throughout the term of the Contract. WEX will provide each Authorized User with all necessary training for the Fuel Card Services program, including user manuals and system documentation, at no additional cost. Such training will provide the Authorized User with:

1. A thorough understanding of Fuel Card acceptance and processing;
2. An understanding of Authorized User reports and reconciliation procedures;
3. Guidance in developing Authorized User internal reports; and
4. An understanding of security requirements and fraud prevention/detection.
5. An understanding of what Additional Products may or may not be purchased using the Fuel Card

HELP DESK SERVICES

WEX will provide help desk services for Authorized Users based on a twenty-four (24) hours per day, seven (7) days per week basis, including holidays, in order to address all Authorized User customer assistance needs and technical issues. For the current list of WEX contact information for this Award, please see the Contractor Information page located on the OGS website at:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900823062can.HTM>.

INVOICING

Unless otherwise agreed upon in writing between the Authorized User and the Contractor, Fuel and Associated Product costs must be separately invoiced on a monthly basis to each participating Authorized User. In order to allow for the aggregation of the NYS discount, all Authorized Users of the Contract shall be invoiced on the same billing cycle. *Note: See Appendix B, §45 Contract Invoicing and §47 Prompt Payments.* Invoices shall include, at a minimum, the following level of detail:

1. Total gallons of Fuel in tenths, and volume of Associated Product purchased during the billing period;
2. Total Gross/pump price of Fuel, and retail price of Associated Product purchased;
3. NYS discount(s) deducted;
4. Taxes deducted; and
5. Net amount due from the Authorized User.

In addition to the summary invoice described above, a transaction detail report will be available for download from a secure location at WEXOnline or submitted directly to the Authorized User in an Excel spreadsheet. The transaction detail report will match the billing cycle of the invoice and provide the level of detail listed in Contract Section 4.4.1, *Authorized User Transaction Reports*.

INVOICE RECONCILIATION

Authorized Users shall have a reconciliation or Fuel transaction auditing process in place for the review of all transactions to prevent theft, abuse and fraud relating to the overall use of the card. It is the responsibility of each Authorized User to review Fuel Card charges and monthly invoices to reduce unnecessary and inappropriate charges. It is also the responsibility of each Authorized User to inform vehicle operators of current contracts and provisions and policies relating to Fuel Card purchases. If an unauthorized purchase is detected, the transaction should be promptly investigated to determine whether the transaction was listed incorrectly or is truly an unauthorized purchase.

At a minimum, each invoice should be reviewed and monitored for the following PRIOR to payment:

1. The appropriate NYS Fuel and Associated Product discount has been applied prior to tax removal;
2. All federal excise taxes have been appropriately removed, if applicable; and
3. All state and local sales taxes have been appropriately removed, if applicable.

DISPUTE RESOLUTION

Disputed charges can result from incorrect amounts, duplicate charges, incorrect product codes, incorrect federal excise tax exemptions, incorrect product quantities, unprocessed credits, fraud or misuse. Designated personnel should contact WEX on any erroneous charges or other disputed items immediately upon discovery of the potential error. It is understood that the provision of services is subject, at times, to conditions beyond the control of the Contractor which may affect the provision of such service in some instances. An Authorized User may, at their option, choose to utilize the following dispute resolution process. ***Note: Disputes of transactions conducted with WEXPay are subject to the MasterCard dispute process.***

1. First Level: In the event of any dispute arising between WEX and an Authorized User regarding services provided pursuant to this Contract, the complaining party shall notify the other and shall make a good faith effort to resolve the dispute within thirty (30) days and shall adhere to the order of precedence application set forth in the Contract. For disputes regarding individual Fuel Card

transactions, the Authorized User must notify the WEX within sixty (60) days of the date of the invoice listing the disputed transaction in order for the Contractor to conduct a review with the applicable Fuel Location.

WEX requests that the Fleet Contact Person provide as many details regarding the transaction and the reason for dispute as possible, including, but not limited to the following: card number, driver identification number used, transaction date and time, transaction dollar amount, and reason for dispute. Additional information may be requested as necessary to facilitate the investigation.

2. **Second Level:** In the event that a dispute cannot be satisfactorily resolved by good faith efforts at the First level, then either party may, upon satisfaction of conditions set forth herein, refer the entire matter to the NYS Contract Administrator responsible for administration of the Contract for a determination. Conditions precedent to referral of a dispute to the Second and Third Levels of this dispute resolution procedure are: (i) any such referral must be made, if at all, within thirty (30) days of the time that notice of the dispute was first given by the complaining party to the other, and (ii) no duty or obligation arising hereunder which is the subject of a dispute, specifically including but not limited to any and all service obligations and any and all payment obligations arising hereunder may be refused, deferred, declined, withheld, delayed or diminished during the pendency of this dispute resolution process. The NYS Contract Administrator will make a determination on the dispute within ten (10) business days of receipt of the matter from the complaining party and will notify both parties of its determination simultaneously. The determination of the NYS Contract Administrator shall be final and binding upon the parties unless within ten (10) business days of receipt thereof, either party gives written notice of appeal to the Commissioner of General Services and provides therewith all matter pertinent to the dispute.
3. **Third Level:** In the event that a party is unsatisfied with the resolution of a dispute at the First and Second Levels, that party may, within ten (10) business days of receipt of the Second Level determination, refer the entire matter, in writing, to the Commissioner of General Services as a final appeal. The appealing party must provide, with its notice of appeal, all documents pertinent to the appeal, including a written description of the facts and circumstances giving rise to the dispute; the reason why that party is aggrieved and copy of this dispute resolution procedure. The Commissioner of General Services or a designated representative thereof shall render a decision resolving the dispute within thirty (30) days of receipt of all necessary and pertinent information. The decision of the Commissioner of General Services shall be final and binding upon both parties except that neither party shall be precluded from pursuing any legal remedy it may have. The decision of the Commissioner of General Services may be admitted as evidence of administrative determinations of fact in any legal proceeding pertaining to a dispute arising under this Contract.

Notwithstanding any of the above, WEX shall be obligated to provide continuous services and shall be liable for any breaches of this Contract, which in the State's discretion, cannot be resolved through the dispute resolution process.

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK AND THE STATE OF NEW YORK (the "State")**

CREDIT INFORMATION				
Authorized User		Phone #		Fax#
Headquarters Name and Physical Address (Do not include PO Box)			Applicant's Taxpayer ID # (TIN, FEIN or SSN)	
In Business Since (yyyy) N/A	Year of Incorporation (yyyy) N/A	Number of Vehicles	Avg Monthly Fuel Expenditures \$	Avg Monthly Service Expenditures N/A

ACCOUNT SETUP INFORMATION				
Write Authorized User name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no Authorized User name will appear on cards. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				
Billing Contact		Billing Address		City
				State
				Zip+4
Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your Authorized User to provide all fleet vehicles, driver and other information we may request.				
Authorized Fleet Contact Name		Title	Phone #	Fax #
Mailing Address (if different from billing address)			City	State
				Zip+4
Email address (required to take advantage of product type card controls)				
Card Controls: To help us estimate your credit needs, indicate the types of cards you anticipate using. If you provide a valid email address above, you can select from these product type options: <input type="checkbox"/> Fuel Only, EXCLUDING Roadside Assistance <input type="checkbox"/> Fuel & Associated Products – oil/fluid, quick lube, parts/service, and gen merchandise but EXCLUDING Roadside Assistance <input type="checkbox"/> Check here if Authorized User is exempt from motor fuels tax				

TERMS

DEFINITIONS:
 "Agreement" means: Contract No. 23062 effective 06/22/2018 for Fuel Cards and Fuel Management Services (the "Agreement") between the (State and WEX BANK.
 "Authorized User" shall mean the entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information section above.
 All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND AUTHORIZED USER:

- This Addendum is to allow the Authorized User to participate under the Agreement between WEX Bank and the State. It does not modify, amend or change the Agreement in any way.
- Authorized User represents that it is authorized or allowed by applicable law to enter into this Addendum and to participate under the Agreement.
- Authorized User requests the services of WEX Bank described in the Agreement and agrees to perform all duties of an Authorized User under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Authorized User agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Authorized User's account.
- Authorized User acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Authorized User and this Addendum is the valid and binding obligation of the Authorized User, enforceable in accordance with its terms.

INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

COMPLIANCE WITH FEDERAL LAW: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SUBJECT TO APPLICABLE LIMITATIONS SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Authorized User has been duly authorized by all necessary action of their governing body, and that the undersigned is authorized to make this application on behalf of the Authorized User.

Signature: _____ Printed Name: _____
 Title: _____ Date: _____

CONTRACT NUMBER PS67946
FUEL CARD SERVICES (STATEWIDE)
WITH WEX BANK
AMENDMENT #1

THIS AMENDMENT (hereinafter Amendment #1) is made as of this 14th day of June, 2019 by and between the State of New York, acting by and through the Office of General Services (hereinafter "OGS" or the "State"), with offices at 36th Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York, 12242 and WEX Bank (hereinafter "Contractor"), with offices at 7090 South Union Park Center, Suite 350, Midvale, UT 84047. The State and the Contractor are collectively referred to as the "Parties."

WHEREAS, the Parties entered into the above referenced Contract, effective June 22, 2018 (the "Contract"), for Fuel Card Services (Statewide); and

WHEREAS, the Parties now wish to amend the Contract as set forth below, to provide for additional discounts for early payments; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Amendment #1, the Parties agree to the following amendment to the Contract:

1. The Parties agree that *Attachment 1 – Fuel and Associated Product Discount Tables* of the Contract is hereby deleted and replaced with the revised version of *Attachment 1 – Fuel and Associated Product Discount Tables* (June 2019), attached hereto.

Except as herein modified, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment to be executed as of the date of signature by the State below, and the persons signing this Amendment represent and warrant that they are duly authorized to sign on behalf of the respective Parties.

WEX BANK

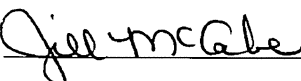
By: 

NAME: Tim Laukka

TITLE: President/CEO

DATE: 5/28/19

THE STATE OF NEW YORK

By: 

NAME: Jill McCabe

TITLE: Director
Procurement Services

DATE: 6/14/19

APPROVED
By Eleanor Duffus at 4:44 pm, May 24, 2019

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF Utah }
: SS.:
COUNTY OF Salt Lake }

On the 28 day of May in the year 20 19, before me personally appeared Tim Laukka, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at WEX Bank, 7090 Union Park Center, Suite 350, Midvale, UT 84047; and further that:

[Check One]

If an individual: he executed the foregoing instrument in his/her name and on his/her own behalf.

If a corporation: he is the President/CEO of WEX Bank, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

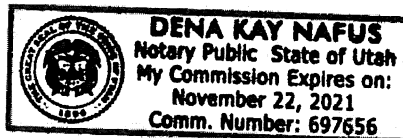
If a partnership: he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

If a limited liability company: he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Sworn to me before this 28 day of May, 20 19



Notary Public
Registration No.





**Office of
General Services**

**Procurement
Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <http://nyspro.ogs.ny.gov> | customer.service@ogs.ny.gov | 518-474-6717

**AGREEMENT FOR
FUEL CARD SERVICES (STATEWIDE)
BY AND BETWEEN
THE NEW YORK STATE OFFICE OF GENERAL SERVICES
AND
WEX BANK**

CONTRACT NUMBER PS67946

THIS CONTRACT (hereinafter "Contract" or "Centralized Contract") for the acquisition of Fuel Card Services is made between the People of the State of New York, acting by and through the Commissioner of the Office of General Services (hereinafter "State" or "OGS") whose principal place of business is the 41st Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242, pursuant to authority granted under New York State Finance Law §163, and Wex Bank (hereinafter "Contractor"), with its principal place of business at 7090 South Union Park Center, Suite 350, Midvale, UT 84047. The foregoing are collectively referred to as the "Parties" or each individually as a "Party."

WHEREAS, OGS is statutorily authorized to enter into centralized contracts for use by New York State agencies, departments, public authorities, political subdivisions and others authorized by statute to utilize such contracts ("Authorized Users"); and

WHEREAS, OGS issued Request for Proposals #23062 (the "RFP") seeking proposals from qualified and experienced bidders with the capability to provide Fuel Card Services, as set forth in the RFP, to Authorized Users of OGS Centralized Contracts; and

WHEREAS, OGS provided notification of the availability of the RFP by placing a notice in the July 6th, 2017 edition of the New York State Contract Reporter; and

WHEREAS, in accordance with the method of award set forth in the RFP, OGS conducted a competitive evaluation process to identify the bidder which could provide the Fuel Card Services at the best value; and

WHEREAS, OGS has determined that the Contractor is responsible and has submitted a responsive proposal which met the RFP requirements; and

WHEREAS, OGS has determined that the Contractor submitted the best value proposal; and

WHEREAS, Contractor agrees to the terms and conditions set forth in this Contract and the Contractor is willing to provide the services as set forth herein to Authorized Users.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties hereby agree as follows:

Contents

1 INTRODUCTION	5	
1.1 OVERVIEW		5
1.2 SCOPE AND OBJECTIVES		5
1.3 ELIGIBLE PARTICIPANTS		6
1.4 ESTIMATED QUANTITIES		6
1.5 DEFINITIONS		6
2 CONTRACT INFORMATION	8	
2.1 CENTRALIZED CONTRACT TERM		8
2.2 APPENDICES AND ATTACHMENTS		8
2.3 ORDER OF PRECEDENCE/CONFLICT OF TERMS		8
3 CENTRALIZED CONTRACT TERMS AND CONDITIONS	9	
3.1 APPENDIX A		9
3.2 APPENDIX B		9
3.3 PROCUREMENT INSTRUCTIONS		9
3.4 CONTRACTOR'S ABILITY TO CONDUCT CREDIT EVALUATIONS		10
3.5 FUEL AND ASSOCIATED PRODUCT DISCOUNTS		10
3.6 UPDATING CONTRACTOR DISCOUNT(S)		10
3.7 NO FUEL CARD FEES		11
3.8 INSURANCE REQUIREMENTS		11
3.9 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR MWBE PARTICIPATION		11
3.10 PARTICIPATION OPPORTUNITIES FOR SDVOBs		13
3.11 NEW YORK STATE VENDOR RESPONSIBILITY		14
3.12 NEW YORK STATE TAX LAW SECTION 5-A		14
3.13 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS		15
4 SERVICE REQUIREMENTS	15	
4.1 FUEL LOCATION NETWORK		15
4.2 FUEL CARD SERVICES AND AUTHORIZED USER OPTIONS		16
4.3 TAX DEDUCTION		17
4.4 REPORTING		18
4.4.1 <i>Authorized User Transaction Reports</i>		18
4.4.2 <i>Exception Reports</i>		19
4.4.3 <i>Quarterly Summary Report of Contract Usage</i>		19
4.5 TRAINING		19
4.6 HELP DESK SERVICES		20
4.7 INVOICING		20
4.8 SECURITY AND CONFIDENTIALITY		20
4.9 IMPLEMENTATION PLANS		21
4.10 INTEGRATION OF CONTRACTOR'S FUEL CARD WITH CONTRACT USERS INDEPENDENT FUEL STATIONS, INCLUDING EXISTING STATE-OWNED FACILITIES		21
4.11 OTHER SERVICES		23
5 GENERAL PROVISIONS	23	
5.1 NOTICES		23
5.2 CAPTIONS		24
5.3 SEVERABILITY		24
5.4 COUNTERPARTS		24
5.5 ENTIRE AGREEMENT		24
SIGNATURE PAGE	25	

Appendix A – Standard Clauses for NYS Contracts (January 2014)

Appendix B – General Specifications (April 2016)

Attachment 1 – Fuel and Associated Product Discount Tables

Attachment 2 – Insurance Requirements

Attachment 3 – Contractor Contact Information

- Attachment 4 – Contractor Order Forms (Participation Addendum)**
- Attachment 5 – Contractor Additional Terms and Conditions**
- Attachment 6 – Report of Contract Usage**

1 Introduction

1.1 Overview

This Contract is awarded and executed by the New York State Office of General Services (OGS), a New York State (NYS) agency authorized by law to issue Centralized Contracts for use by NYS Agencies and other Authorized Users, as defined by State Finance Law § 163(1)(k).

This Contract establishes the terms and conditions governing the provision of Fuel Card Services by Contractor to Authorized Users.

1.2 Scope and Objectives

The scope of this Contract is to provide New York State Authorized Users with Fuel Card Services (as defined herein) that can be utilized at all or almost all commercial Fuel Locations (as defined herein) located throughout New York State and nationwide, as well as at NY State-owned and Contract User-owned Fuel Locations located within New York State, for conventional and alternative fuels supplied by multiple companies (e.g. Exxon Mobil, Chevron, Gulf, Shell, etc.), and limited Associated Products (as defined herein) necessary for the safe operation of State vehicles.

The objectives of the Fuel Card Services program are to:

- Provide improved customer service and convenience in the procurement of conventional and alternative fuels;
- Strengthen fuel purchase accountability;
- Provide Authorized Users with easily accessible reporting and fuel management options;
- Have Contractor provide deduction of all applicable federal, state and local government taxes from Fuel Card purchases prior to invoicing/billing Authorized Users, as appropriate;
- Support the diverse needs of the State vehicle fleet; and
- Improve operational efficiencies.

The State seeks a Fuel Card Services program that provides the following features, as defined and identified herein:

- A nationally recognized Fuel Card for purchasing Fuel and limited Associated Products;
- A discount off the price of Fuel, for all Authorized Users, when purchased with the Contractor's Fuel Card;
- The ability to track the volume of fuel transactions obtained by Contract users at commercial locations, through reports, and at State owned and operated fueling stations. However, the Fuel Card is expected to interface with the State or Contract user's equipment allowing them to track the volume of fuel transactions by Contract users;
- Deduction of all applicable federal, state and local government taxes, due to the government's tax-exempt status, from Fuel Card purchases prior to invoicing/billing Authorized User, as specified in Section 4.3, Tax Deduction;
- Authorized User Fuel Card usage options, as specified in Section 4.2, Fuel Card Services and Authorized User Options; and
- Detailed reporting capabilities, as specified in Section 4.4 Reporting.

1.3 Eligible Participants

This Centralized Contract is available for use by all Authorized Users, as defined by State Finance Law § 163(1)(k), which includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. This Contract may be extended with the approval of the Contractor and the Commissioner for joint purchasing by any department, agency or instrumentality of the United States government and/or any state, including political subdivisions thereof.

1.4 Estimated Quantities

This Contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered, at or below the Contract prices. The anticipated dollar value of the award for this Contract, based on historical purchases under previous awards, is approximately \$47,000,000 annually (equal to approximately 20,120,162 gallons of fuel purchased), with approximately 1,431,971 transactions. See Appendix B, *Estimated/Specific Quantity Contracts and Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of products purchased under the Contract to vary substantially from any estimated values provided. Such factors include, but are not limited to, the following:

- The Contract may be a non-exclusive contract.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases
- The value of the Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the Contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from any estimated values provided.

1.5 Definitions

The terms used in this Contract shall be defined in accordance with Appendix B, *Definitions*. In addition, the following definitions shall apply:

- A. **ACTIVE/INACTIVE CARD(S):** A **FUEL CARD** as defined below that is authorized to make **FUEL** purchases and has been used or not used within a specific period of time as defined by the selected contractor.
- B. **ASSOCIATED PRODUCT:** A non-Fuel Product that may be purchased with the Fuel Card ONLY in an Emergency situation. Associated Products are limited to Products that are required only for the continued safe operation of the vehicle (e.g fluid refills {motor oil, transmission fluid, power steering fluid, brake fluid, antifreeze/coolant, windshield washer fluid, etc.}, windshield wipers, head lights). Car washes will not be considered an Associated Product for this Solicitation and the

resultant contract however the State recognizes that Contractor may not be able to prevent the purchase of all Associated Products but will do so where it is in the Contractor's ability.

- C. **CARDHOLDER:** The Authorized User to which a Fuel Card has been assigned. The Authorized User may allocate Fuel Cards to an individual, vehicle and/or department.
- D. **CENTRAL BILL/CENTRAL PAY:** The process under which each Authorized User is assigned a single Fuel Card account for all cards issued to such Authorized User, and receives a single monthly invoice for all activity charged against or credited to such account. Notwithstanding the foregoing, a separate account and invoice may be allowed, if required to implement a fictitious name account or sub-account, as described in Section VI.2B(9).
- E. **DUAL USE FUEL CARD(S):** A **FUEL CARD** as defined below, with added functionality allowing for the authorization of transactions at non-commercial, State-Owned or Authorized User-Owned **INDEPENDENT FUEL STATIONS**
- F. **FUEL CARD SERVICES:** Services related to the use of a Fuel Card, including, but not limited to, the ability to purchase Fuel and limited Associated Products from Fuel Locations, applicable tax deduction, customized pricing and billing, usage reporting and card security.
- G. **FUEL:** A consumable material or substance used to produce energy for powering vehicles and small engines (e.g., automobiles, trucks, heavy and light duty equipment). Included in this definition are conventional fuels (e.g., gasoline and diesel) and alternative fuels (e.g., hydrogen, propane, compressed natural gas (CNG), liquefied natural gas (LNG), methanol, ethanol and electricity). *Note: A Bidder shall not be required to provide Fuel Locations that supply all Fuel types identified herein. However, at a minimum, Bidder must provide Fuel Locations in all New York State counties that supply conventional Fuels.*
- H. **FUEL CARD(S):** A Contractor-issued electronic payment card for use by an Authorized User to purchase Fuel and limited Associated Products at Fuel Locations. The card shall be accepted at Fuel Locations located throughout New York State, and nationwide, for Fuel supplied by multiple oil companies (e.g., Exxon Mobil, Chevron, Gulf and Shell). (See also **DUAL USE FUEL CARD(S)**)
- I. **FUEL LOCATION(S):** Fuel stations or outlets, including retail, commercial, and independent locations, where an Authorized User may use the Fuel Card to purchase Fuel and limited Associated Products at retail or commercial outlets, or be authorized to make Fuel transactions at **INDEPENDENT FUEL STATIONS**. *Note: It is not required that all Fuel types be offered at all Fuel Locations.* (See also **INDEPENDENT FUEL STATION(S)**)
- J. **INDEPENDENT FUEL STATION(S):** A non-commercial **FUEL LOCATION** owned and operated by either the State of New York or any other Authorized User. **FUEL CARDS** may be coded to allow transactions at these facilities.
- K. **MAY:** The permissive in a contract clause or specification. "May" does not mean "required." Also see "Shall" and "Must."
- L. **MUST:** The imperative in a contract clause or specification. "Must" is synonymous with "required." Also see "Shall" and "May."
- M. **PERSONAL IDENTIFICATION NUMBER (PIN):** A numeric identification code used for security purposes to identify Fuel Card Authorized Users when making transactions.
- N. **PRIMARY FUEL DISCOUNT(S):** The NYS discount(s) that an Authorized User of the Fuel Card will receive for Fuel purchases at all of the Bidder's Fuel Locations.

- O. **PROCUREMENT SERVICES:** A division of the New York State Office of General Services which is authorized by law to issue centralized, statewide contracts for use by New York agencies, political subdivisions, schools, libraries and others authorized by law to participate in such contracts.
- P. **SHALL:** The imperative in a contract clause or specification. "Shall" is synonymous with "required." Also see "Must" and "May."
- Q. **TOTAL CARDS:** Refers to the total amount of all **FUEL CARDS** that are activated and available to make purchases. This number does not include cards that have been deactivated, lost, stolen, or otherwise taken out of circulation.

2 Contract Information

2.1 Centralized Contract Term

This Contract will be in effect for an initial term of **three (3) years** with an option to renew for **up to two (2) additional one (1) year terms**. The Contract term shall commence on **June 22, 2018** or the date of all necessary approvals (the later of the two) and shall continue until **June 21, 2021**. The Contract shall become effective upon mailing or electronic communication of the final executed Contract documents to Contractor (see Appendix B, *Contract Creation/Execution*). The State may further extend this Contract for up to one (1) additional year or until a new contract is entered into, upon mutual written consent of the State and the Contractor in accordance with Appendix B, *Contract Term – Extension*. Authorized Users may engage the Contractor for services pursuant to this Contract at any time during the term of the Contract.

If at any time the Contract is cancelled, terminated or expires, the Contractor has the affirmative obligation to extend appropriate and reasonable cooperation to assure the orderly transition of Contract services to the subsequent contractor.

2.2 Appendices and Attachments

The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract as fully as if set forth at length herein:

- Appendix A – Standard Clauses for NYS Contracts (January 2014)
- Appendix B – General Specifications (April 2016)

- Attachment 1 – Fuel and Associated Product Discount Tables
- Attachment 2 – Insurance Requirements
- Attachment 3 – Contractor Contact Information
- Attachment 4 – Contractor Order Forms (Participation Addendum)
- Attachment 5 – Contractor Additional Terms and Conditions
- Attachment 6 – Report of Contract Usage

2.3 Order of Precedence/Conflict of Terms

In the case of any conflict or inconsistency among the elements of this Contract, such conflict or inconsistency shall be resolved by giving precedence to the documents in the following order:

1. Appendix A – Standard Clauses for New York State Contracts (January 2014);

2. The Centralized Contract (this document);
3. Appendix B – General Specifications (April 2016)
4. Attachment 1 – Fuel and Associated Product Discount Tables
5. Attachment 2 – Insurance Requirements
6. Attachment 3 – Contractor Contact Information
7. Attachment 4 – Contractor Order Forms (Participation Addendum)
8. Attachment 5 – Contractor Additional Terms and Conditions
9. Attachment 6 – Report of Contract Usage

3 Centralized Contract Terms and Conditions

The terms and conditions set forth in this section are expressly incorporated in and applicable to the Centralized Contract and all purchases by Authorized Users under the Centralized Contract.

3.1 Appendix A

Appendix A, Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby incorporated in, and expressly made a part of, this Contract as fully as if set forth at length herein.

3.2 Appendix B

Appendix B, Office of General Services General Specifications, dated April 2016, attached hereto, is hereby incorporated in, and expressly made a part of this Contract as fully as if set forth at length herein.

3.3 Procurement Instructions

- A. An Authorized User will review the Fuel discount and Fuel Card Services listed on the Contract Award Notification (CAN), which is the award document prepared by OGS to notify Authorized Users of a Contract award. OGS reserves the right to add additional procurement instructions in the CAN, in addition to the general instructions contained herein.
- B. An Authorized User shall seek to engage the services of the Contractor by submitting a request to the Contractor by means of the contact information provided in Attachment 3 – Contractor Contact Information or other acceptable means established between the Contractor and OGS. At a minimum, the request shall consist of:
 1. Contract number;
 2. Authorized User name and contact information;
 3. Number of Fuel Cards required;
 4. Custom embossing requirements;
 5. Delivery specifications;
 6. A description of the Fuel Card Authorized User options that will be required for the Fuel Cards (see Section 4.2, *Fuel Card Services and Authorized User Options*; and
 7. Submission of NYS form FT-505.1, *Government Entity Credit Card Refund or Credit Election*, for certification of tax exempt status. *Note: The Contractor must counter-sign form FT-505.1 and submit it to the NYS Department of Taxation and Finance before taxes can be deducted.*

- C. An Authorized User reserves the right to secure through separate procurement methods all or part of the Fuel Card Services from any other contract sources.

3.4 Contractor's Ability to Conduct Credit Evaluations

A. State Agency

1. The Contractor is precluded from conducting credit evaluations for State Agencies. State Agency procurements are covered under the NY State Finance Prompt Payment Law. Invoices for State Agencies are primarily processed through the Business Services Center and paid through the Office of the State Comptroller. State Agencies do not have individual credit.

B. Non-State Agency (see <http://www.ogs.ny.gov/purchase/snt/othersuse.asp> for listing of eligible entities)

1. The Contractor may conduct credit evaluations for Non-State Agencies intending to use the Contract and deny services to Non-State Agencies that do not meet the Contractor's standard commercial risk qualifications. The Contractor shall notify the Non-State Agency in writing that their use of the Contract has been denied based on an unsatisfactory credit rating.

3.5 Fuel and Associated Product Discounts

The Contractor shall provide a Primary Fuel Discount and an Associated Product Discount, as set forth in Attachment 1 – Fuel and Associated Product Discount Tables, at all Fuel Locations where the Authorized User may use the Fuel Card. Discounts shall be calculated and applied as follows:

A. Fuel Discount(s):

The Primary NYS Fuel Discount shall be calculated based on the aggregate volume of all Authorized User Fuel Card purchases under the Contract, for Fuel purchases at Fuel Locations. Tiered discounts shall be calculated monthly, based on the aggregate volume of all Authorized User Fuel transactions made during the applicable billing cycle at the time of invoicing, and be applied to the monthly Central Bill for the applicable billing cycle. In order to allow for the aggregation of the NYS discount, all Authorized Users of the Contract shall be invoiced on the same billing cycle. The NYS Fuel Discount shall be applied, prior to deduction of the applicable tax(es), to the gross monthly sales amount of each Authorized User's Fuel purchases at all Fuel Locations.

B. Associated Product Discount(s):

The NYS Associated Product discount(s), if applicable, shall be applied to an Authorized User's monthly Central Bill for the applicable billing cycle. If Contractor deducts applicable tax(es) for Associated Products, the NYS discount shall be applied prior to deduction of the tax(es).

3.6 Updating Contractor Discount(s)

The Fuel discount(s) set forth in Attachment 1 – Fuel and Associated Product Discount Tables, shall not decrease during the Contract term. Contractor may increase the Contract discount offered at any time, without prior approval by OGS, provided that OGS be notified at the time of the increase in discount.

Associated Product Discount(s) shall not decrease without the prior approval of OGS. In order to request a decrease in discount, a Contractor shall submit a notarized request to OGS on company letterhead. Such request shall include a justification for the discount change. If approved, OGS staff will notify Contractor in writing. Discount decreases shall not be effective until approval by OGS. Contractor may increase the Contract discount offered at any time, without prior approval by OGS, provided that OGS be notified at the time of the increase in discount.

3.7 No Fuel Card Fees

There shall be no Fuel Card Fees (e.g., annual fees, fees for issuance, renewals and cancellation, or fees for Authorized User option changes) assessed to or collected from Authorized Users. *Note: The State's Prompt Payment Law prescribes the manner in which the State compensates a Contractor for late payment from New York State Agencies. Interest that accrues as a result of statutory compensation shall not be considered a fee.*

3.8 Insurance Requirements

The Contractor shall procure, at its sole cost and expense and shall maintain in full force at all times during the terms of the Contract, all policies of insurance pursuant to the requirements outlined in Attachment 2 – *Insurance Requirements*.

3.9 Contractor Requirements and Procedures for MWBE Participation

New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS Contracts.

General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

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

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of Contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination

because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan - To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services").

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms shall be completed by Contractor and all subcontractors.

3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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

Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional

methods of maximizing participation by MWBEs on the Contract. Please Note: Authorized Users may establish MWBE goals in the RFQ.

Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

3.10 Participation Opportunities for SDVOBs

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. Please Note: Authorized Users may establish SDVOB goals in the RFQ. The directory of New York State Certified SDVOBs can be viewed at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

Bidder/Contractor is encouraged to contact the Division of Service-Disabled Veteran's Business Development at 518-474-2015 to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT:

https://www.ogs.ny.gov/Core/SDVOBA.asp?sm_au=iVVjF227tLf4JJH

3.11 New York State Vendor Responsibility

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

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

The Contractor agrees that if it is found by the State that the Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

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

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

3.12 New York State Tax Law Section 5-a

Section 5-a of the Tax Law, requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to the NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Vendor is required to file the completed and notarized Form ST-220-CA with OGS certifying that the Vendor filed the ST-220-TD with the NYS Department of Taxation and Finance (DTF). Please note that the NYS Department of Taxation and Finance should receive the completed Form ST-220-TD, not

OGS. OGS should only receive the Form ST-220-CA. Proposed Contractors should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Vendor Submission). Failure to make either of these filings may render a Vendor non-responsive and non-responsible. Each Vendor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided below. Form No. ST-220-TD must be filed with and returned directly to DTF and can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf.

Vendors may call DTF at 518-485-2889 for any and all questions relating to §5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov>.

3.13 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the Price clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

4 Service Requirements

4.1 Fuel Location Network

Contractor shall provide, for the life of the Contract, a network of Fuel Locations that allow Cardholders to fuel their vehicles with Fuel supplied by multiple companies (e.g. Exxon Mobil, Chevron, Gulf and Shell), and to purchase Associated Products, in all counties in New York State, as well as at nationwide locations. The Contractor shall not be required to provide a Fuel Location in each county that supplies all Fuel types identified in Section 1.5, Definitions. However, at a minimum, Contractor must provide Fuel Locations that accept Contractor's Fuel Card and supply conventional Fuels in each New York State county. Contractor is not required to provide Fuel Locations for non-conventional Fuels. Contractor must maintain a searchable database of Fuel Locations that accept the Fuel Card on Contractor's company website.

4.2 Fuel Card Services and Authorized User Options

The Contractor shall provide the following Fuel Card Services and options per the Authorized User's specifications.

1. Individual Fuel Cards shall be assignable by an Authorized User to a specific:
 - a) Individual, identified by name or Personal Identification Number;
 - b) Vehicle, identified by the Authorized User vehicle identification number (VIN) and/or vehicle license plate;
 - c) Authorized User agency, division or business unit; or
 - d) Any combination of a), b) and c).
2. The Authorized User shall have the ability to assign up to two (2) prompts to each Fuel Card, for Cardholder input at the fuel pump or other keypad provided at the Fuel Location, in order to track and authorize every Fuel and Associated Product purchase as well as limit the purchasing of items outside of the contract scope. The Authorized User may elect to assign no prompts, one (1) prompt, or two (2) prompts to each Fuel Card. Each prompt shall allow for up to six (6) digits to be entered. When assigning prompts, the User Agency's Fleet Manager shall have the ability to choose from the following options:
 - a) Individual Cardholder PIN;
 - b) Authorized User Agency vehicle number; and
 - c) Odometer reading.
3. The ability to limit each Fuel Card purchase to:
 - a) Fuel only (i.e, Fuel Card shall not be authorized for Associated Product purchases);
 - b) Fuel Location;
 - c) Number of Fuel or Associated Products purchases or transactions per day, week or month;
 - d) Number of gallons of Fuel; or
 - e) Any combination of a), b), c) and d).
4. Fuel Cards shall be sorted, bundled and delivered according to an Authorized User's specifications (e.g., by Cardholder name, individual Fuel Card user name, and/or department location).
5. Fuel Cards shall be provided with custom embossing that includes up to three lines of data (e.g., Authorized User name and/or name of department(s) within such entity, vehicle number or Fuel Card user name).
6. Fuel Cards shall not expire during the initial Contract term or be cancelled by the Bidder for inactivity.
7. The ability to manage Fuel Card accounts at the Contractor's website, including, but not limited to:
 - a) Changes to Fuel Card user options;
 - b) PIN management;
 - c) Addition and deletion of individual Cardholder's, as allocated by the Authorized User;
 - d) Cancellation and replacement of Fuel Cards; and

- e) The ability to set Fuel Card transactions report parameters (see also Section VI.2D(1), *Authorized User Transaction Reports and Inquiries*, below).
8. User Agency's Fleet Manager controls capability to include processes for:
 - a) Authorization of Fuel Cards, including card renewals;
 - b) Preventing inappropriate usage of Fuel Card by Cardholder (e.g., limit purchase to Fuel tank size, limit purchases of items out of scope of the contract);
 - c) Cancellation of Fuel Cards;
 - d) Cancellation of lost or stolen Fuel Cards;
 - e) Increase/decrease limits of Fuel Cards;
 - f) The level of Authorized User data embedded in the Fuel Card; and
 - g) The maintenance and security of Authorized User data.
9. Certain Authorized Users engaged in law enforcement or other investigative activities will require additional accounts or sub-accounts, in a fictitious name or names, where such cards are embossed with such fictitious name, and include generic or card issuer specific card backgrounds, where for such accounts:
 - a) No information is transmitted to any merchant, nor any information embossed, printed, appearing or encoded on a Fuel Card associates the card, card holder, driver, vehicle or account with the State of New York or its agencies to any person or entity other than the card issuer; and
 - b) The Bidder further agrees to keep confidential the true nature and identity of the Cardholder using such fictitious name, from any third parties, except as required by law, or with and to the extent of the express written permission of the Authorized User. See also Section VI.2D, *Reporting*.
10. Integration of the Bidder's Fuel Card Services with existing NYS fuel management system software, so that Authorized Users may use Contractor provided reports with existing resources.

4.3 Tax Deduction

The Contractor shall deduct all applicable federal, state and local government taxes for Fuel purchases prior to invoicing the Authorized User. Reference "Federal Tax Law Excise Taxes (Including Fuel Tax Credits and Refunds)" Publication 510 (Rev. January 2016), available at <http://www.irs.gov/pub/irs-pdf/p510.pdf>.

The Authorized User Agency shall certify tax exempt status by completing NYS form FT-505.1, *Government Entity Credit Card Refund or Credit Election*. Note: *The Contractor must counter-sign form FT-505.1 and submit it to the NYS Department of Taxation and Finance before taxes can be deducted. The Contractor may claim a refund of the taxes that were paid by the Authorized User for the Fuel purchase by filing form FT-505, Claim for Refund of Taxes Paid on Government Entity Credit Card Purchases of Fuel, with the NYS Department of Taxation and Finance.*

Taxes that shall be deducted include, but are not limited to:

1. Federal Excise Tax;
2. New York State Excise Tax;
3. New York State Petroleum Business Tax;

4. New York State Sales Tax; and
5. Any local Sales Tax levied by a political subdivision of the State of New York where either a participating merchant or Contractor are eligible to exempt such taxes on behalf of the Authorized User.

4.4 Reporting

Contractor shall provide the following reports to Authorized Users and OGS:

4.4.1 Authorized User Transaction Reports

To exercise control over programs, each Authorized User requires on-demand, online reports, based on Authorized User input criteria, of its purchases made with the Fuel Card. It is anticipated that in most cases daily and monthly reporting will be necessary to provide the information needed to reconcile payments and to monitor Fuel Card usage. The Contractor shall provide a website that OGS and the Authorized User may access to produce Authorized User transaction reports in both Excel and text formats. OGS shall require the ability to produce reports that include data for multiple Authorized Users, and also statewide reports. The Authorized User, at their discretion, may opt to have the Contractor remove information which may identify individual Cardholders from the data available to OGS. The transaction reports and the data collected to produce the reports are confidential and may only be shared with other parties with the prior approval of the Authorized User. Data for activity on fictitious accounts, as described in Section 4.2(9), shall not be made available to OGS without prior approval by the Authorized User.

Unless otherwise specified by an Authorized User, the data that is required per transaction, in a searchable on-line database, includes:

- a) Identification of Authorized User, including agency name and State assigned agency code;
- b) Fuel Card account number;
- c) Fuel Card status (active or inactive)
- d) Identification of Cardholder, as allocated by the Authorized User (i.e., individual, vehicle and/or department);
- e) Transaction time, date and Fuel Location (available in separate fields);
- f) Odometer reading, if Cardholder input is required for the transaction;
- g) Fuel type or Associated Product description;
- h) Number of gallons in tenths;
- i) Gross/pump price per gallon;
- j) Retail price of Associated Product;
- k) Applicable NYS discount(s) and taxes exempted;
- l) Net price per gallon;
- m) Net price of Associated Product;
- n) Total amount per transaction; and
- o) Total amount of purchases per Fuel Card.

4.4.2 Exception Reports

The Authorized Users require on-demand, online reporting that includes the identification of Fuel Card usage outside the specified Fuel Card options, including:

- p) Weekend and after hour purchase;
- q) Unauthorized Fuel Location, Fuel type, or Associated Product purchases;
- r) Multiple purchases in the same day;
- s) Fuel purchases beyond the capacity of the vehicle's Fuel tank; and
- t) Fuel purchases in excess of the authorized quantity.

4.4.3 Quarterly Summary Report of Contract Usage

Contractor shall furnish quarterly reports containing all Authorized User Fuel and Associated Product Contract transactions that have occurred during the quarter, to OGS, for purposes of supporting program monitoring and Contract administration. Reports shall be delivered within thirty (30) days of the close of the quarterly period. Quarterly periods will end on March 31st, June 30th, September 30th and December 31st. If the Contract period begins or ends in a fractional portion of a reporting period only the actual Contract sales for this fractional period should be reported in that quarterly report. The report is to be submitted electronically in Microsoft Excel format to the Office of General Services, Procurement Services, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and Contractor's (or other authorized agent) name.

The sales report Excel template is attached hereto as Attachment 6 – Report of Contract Usage. The report shall include, but is not limited to, total number of gallons purchased, total dollar amount of Associated Products purchased, and the total dollar amount spent in the reporting period per Authorized User. The reporting system must be able to produce reports detailing the individual transactions made using the fuel card. OGS reserves the right to require reports with detailed data other than total gallon volume, total Associated Product volume and total dollar volume. Data for activity on fictitious accounts, as described in Section VI.2B(9), shall not be made available to OGS without prior approval by the Authorized User.

The State shall have the right to verify said report and to take any action(s) necessary to enforce its rights under this paragraph, including but not limited to the right to stop payments until such reports are received, audit Contractor's applicable Contract books, to substitute, in its sole judgment, a good faith estimate of Contract usage upon failure of Contractor to deliver said report as required where pricing is based upon aggregate volume, or to terminate the Contract for cause or seek other judicial relief.

4.5 Training

The Contractor shall provide implementation and on-going training related to the Fuel Card Services program to the Authorized Users throughout the term of the Contract. Contractor must provide each Authorized User with all necessary training for the Fuel Card Services program, including user manuals and system documentation, at no additional cost. Such training will provide the Authorized Users with:

- a) A thorough understanding of Fuel Card acceptance and processing;
- b) An understanding of Authorized User reports and reconciliation procedures;

- c) Guidance in developing Authorized User internal reports; and
- d) An understanding of security requirements and fraud prevention/detection.
- e) An understanding of what Additional Products may or may not be purchased using the Fuel Card

4.6 Help Desk Services

The Contractor must provide Help Desk Services for Authorized Users based on a twenty-four (24) hours per day, seven (7) days per week basis, including holidays, in order to address all Authorized User customer assistance needs and technical issues. The Authorized User assistance line(s) must be a toll free number(s) which provide direct assistance, intake service with follow-up resolution and requests for escalated assistance.

4.7 Invoicing

Unless otherwise agreed upon in writing between the Authorized User and the Contractor, Fuel and Associated Product costs must be separately invoiced on a monthly basis to each participating Authorized User. In order to allow for the aggregation of the NYS discount, all Authorized Users of the Contract shall be invoiced on the same billing cycle. *Note: See Appendix B, §45 Contract Invoicing and §47 Prompt Payments.* Invoices shall include, at a minimum, the following level of detail:

1. Total gallons of Fuel in tenths, and volume of Associated Product purchased during the billing period;
2. Total Gross/pump price of Fuel, and retail price of Associated Product purchased;
3. NYS discount(s) deducted;
4. Taxes deducted; and
5. Net amount due from the Authorized User.

In addition to the summary invoice described above, a transaction detail report must be available for download from a secure location at the Contractor's website or submitted directly to the Authorized User in an Excel spreadsheet. The transaction detail report must match the billing cycle of the invoice and provide the level of detail listed in Section 4.4.1, *Authorized User Transaction Reports.*

4.8 Security and Confidentiality

The Contractor is responsible for Authorized Users' security needs, the security of the transaction data and processing procedures and for compliance with all applicable state laws pertaining to the security of transaction data in connection with the provision of Services hereunder; provided, however, that Contractor will not be responsible for any security breaches or non-compliance with Federal or State law or terms of this Contract which breaches or non-compliance results from any act or omission of the Authorized User or a third party unrelated to the negligence of Contractor.

The Contractor is also responsible for compliance with all applicable state and federal laws pertaining to the security of data. Additionally, the Contractor must adhere to the security and confidentiality procedures of Authorized User and implement procedures sufficient to enforce such privacy for all services provided under the Contract. To that end, the Contractor's employees may be required to sign agreements to adhere to such laws, rules and/or procedures. The Contractor must store any electronic payment processing data in an encrypted data format sufficient to preserve such security.

The Contractor will be required to comply with the confidentiality and security requirements of Appendix B, §52. Security. Individually identifiable material and information relating to a Cardholder, security codes or encryption methods, or other confidential information regarding the Authorized User's

business operations or data, shall be held confidential in accordance with these requirements and shall not be disclosed by the Contractor, its officers, agents or employees or subcontractors, without the prior written approval of the Authorized User and, where applicable, the individual Cardholder, as allocated by the Authorized User.

Except as directed by OGS, a court of competent jurisdiction, or as necessary to comply with applicable New York State or Federal law(s) or regulation(s), and with the written consent of the individual Cardholder, where applicable (see Section 4.2(9), above), no data records or other information may be otherwise used, released or sold to any third party by the Contractor. The Contractor is further prohibited from releasing data records or other information to its joint venture, partners, employees, agents or subcontractors, either during the term of the Contract or in perpetuity thereafter, unless such party is directly processing the data or providing a service that requires access to the data. Where such party is directly processing the data or providing a service that requires access to the data, the Contractor shall be responsible for insuring such party's compliance with the provisions of this paragraph. The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its joint venture, partners, officers, agents, employees or subcontractors contains a provision that strictly conforms to these provisions.

The Contractor shall have in place a comprehensive security, fraud prevention and internal control plan, which will ensure the protection of Authorized User information and that access to such information is controlled and restricted to authorized personnel only, as well as procedures to secure Fuel Card use at Fuel Locations, transactions on the Internet, transaction receipts and sales reports.

4.9 Implementation Plans

As an Authorized User implements a Fuel Card Services program, the Contractor must agree to work with each Authorized User to develop a mutually agreed upon implementation plan which specifies the timetable for deliverables, and procedures and training for the Fuel Card Services program.

4.10 Integration of Contractor's Fuel Card with Contract Users Independent Fuel Stations, Including Existing State-Owned Facilities

In addition to acceptance at retail outlets, the State requires that the Contractor's Fuel Card be coded for acceptance at the card reading equipment located at any Contract users' Independent Fuel Stations. Currently, there are approximately 300 New York State-Owned automated Independent Fuel Stations that utilize EJ Ward equipment. In addition to card use at retail fueling stations, the Contractor's Fuel Card may be used to authorize transactions made at Contract users' Independent Fuel Stations.

Contractor shall meet the following requirements:

- a) When requesting a Fuel Card from the Contractor, the Authorized User shall indicate that the requested Fuel Card requires functionality at their Independent Fuel Stations and also what their equipment and requirements are. The Contractor will be required to see that the cards are properly coded for use at these stations/facilities, which may require the Contractor to deal with the Contract Users' Independent Fuel Station representative or the company providing the equipment/system, at the direction of the Contract users' representative. It is expected that one individual or office will be the point of contact or representative for facilitation for each entity requiring Dual Use Fuel Cards. For example, OGS Fleet may be the office responsible for facilitating the needs of NYS Agencies at the State facilities utilizing EJ Ward equipment and may direct Contractor to the appropriate EJ Ward representative to accomplish coding of cards, etc.;

- b) In order to enable the acceptance of the Contractor's fuel card at Contract user owned Independent Fuel Stations, the Contractor will be required to transmit daily a list of Dual Use Fuel Cards indicating which cards are authorized to make purchases at automated Independent Fuel Stations. The transmission is to be sent to a secure File Transfer Protocol (FTP) site, established by the Contractor, where the list can be obtained and uploaded to the card reading equipment located at the automated Independent Fuel Stations by a party authorized by the State or Authorized User.

The required transfer format is at the discretion of the Authorized User and may include but is not limited to one or more of the following formats: CSV, Excel, FTP or similar;

- c) The State requires that all lists of Dual Use Fuel Cards be transmitted to the secure FTP site by the Contractor, no less than once every 24 hours. It is anticipated that there will be a list sent to each entity requiring Dual Use Fuel Cards at their facilities that identifies the status of their cards only. For example, for the cards to be used at the 300 NYS facilities, one file would be sent daily with the status of the cards to be used at state owned facilities;
- d) The Contractor will need to maintain the compatibility of the Fuel Cards with Contract users' Independent Fuel Station card reading equipment for the life of the contract, as upgrades to the equipment may require changes to the format of the daily list of Dual Use Fuel Cards;
- e) For Fuel Cards issued to a specific vehicle, the information provided in the list of Dual Use Fuel Cards may consist of the following information (information provided is for example only):

Fuel Card Issued to Vehicle Example:				
Fuel Card #	NYS Fleet Vehicle #	State Agency Code	Expiration Date	Eligibility Status
123456ABC	11111	DOT	5/23/2018	Terminated
789123DEF	11112	OCFS	9/18/2019	Active

For Fuel Cards issued in the name of a specific driver, the information provided in the list of Dual Use Fuel Cards may consist of the following information (information provided is for example only):

Fuel Card Issued to a Driver Example:					
Last Name	First Name	State Agency Code	Fuel Card #	Driver Prompt ID	Eligibility Status
Smith	John	OGS	987654ABC	123456	Active
Jones	Jane	DEC	321654XYZ	987654	Terminated

The information provided in the examples above is sufficient to validate transactions at the present time. However, please note this is subject to change and additional information may be required at the request of the State or Authorized User.

- f) In order to prevent unauthorized purchases, when a Fuel Card is deactivated, the State requires that the status of the Fuel Card be immediately changed to "Not Authorized" on the list of Dual Use Fuel Cards, as appropriate;
- g) Once a Contract User submits a request to have a Fuel Card deactivated, for transactions requested at User-Owned Independent Fuel Stations, the card will still receive an authorization until the daily list of Dual Use Fuel Cards can be uploaded to the equipment at the Independent

Fuel Stations by a party authorized by the State or the Contract User. After the daily list has been uploaded, the Fuel Card will no longer receive an authorization for a requested transaction.

For transactions at commercial Fuel Locations, the functionality of the Fuel Card shall be turned off in accordance with the Contractor's standard policy for Fuel Card deactivation.

When cards are used at Contract user owned or operated, independent or automated facilities, it is expected that the daily file will validate the card. If the card is deactivated, then the receiving equipment is expected to not accept the card or decline the transaction. If the card has been activated and authorized to make transactions, then the equipment is expected to accept the card and at this point the Contractor's obligations are met as the transaction will be internal with no further data transmitted back to the Contractor.

Should this aspect of the award become unworkable, the State reserves the right to not make an award on this portion or eliminate the requirement.

4.11 Other Services

The following additional Fuel Card Services shall be provided by the Contractor:

1. Security alerts identifying Fuel Card usage outside the Authorized User specified Fuel Card options, sent via email to an individual designated by the Authorized User; and
2. Acceptance of electronic Automated Clearing House (ACH) payments from State Agencies in accordance with the Guidelines and Rules posted on the Office of the State Comptroller's website. <http://www.osc.state.ny.us/epay/epayguide.pdf>.
3. **Non-Referenced and Emerging Fuels:** If a type of fuel is not referenced in this Contract (e.g. aviation fuel) or if a new type of fuel becomes available during the term of the Contract from a commercial/retail source that Contractor has or can enter into a relationship with to provide the non-referenced/emerging fuel, then it may be made available for purchase by Authorized Users. The Contractor shall seek OGS approval prior to making the new fuel available to Authorized Users however OGS understands that Contractor must rely upon product code information being received from merchants and there may be cases where merchants have coded a new fuel type under a previously approved code (such as "Fuel Other"), thereby Contractor would not prevent such a purchase. However, in the event the Contractor becomes aware of the sale(s) of the new fuel under the Contract, then the Contractor will notify OGS of such transaction(s) to afford OGS the opportunity to continue to allow or not. If not allowed the parties will work to educate contract users accordingly

5 General Provisions

5.1 Notices

Any notice or communication by any Party to the other required or permitted hereunder shall be in writing and shall be deemed duly served as of (a) the date it is delivered by hand or by fax (with appropriate acknowledgement of receipt), (b) three business days after having been mailed by certified mail, postage prepaid, return receipt requested, or (c) the next business day after having been sent for delivery on the next business day, shipping prepaid, by a nationally recognized overnight courier, in each case to the receiving Party and addressed to the designated contact at the address identified on page 2 of this Contract or at such other address as a Party may designate by written notice to the other Party sent in the manner set forth herein.

5.2 Captions

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

5.3 Severability

In the event that any one or more of the provisions of this Contract shall for any reason be declared unenforceable under the laws or regulations in force, such provision will have no effect on the validity of the remainder of this Contract, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Contract.

5.4 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Contract. Any signature page of any such counterpart may be attached or appended to any counterpart to complete a fully executed counterpart of this Contract, and shall bind such Party.

5.5 Entire Agreement

This Contract and any referenced appendices and attachments constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the Parties, whether written or oral, with respect to the subject matter hereof. No statement, promise, condition, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall be binding or valid and the Contract may not be changed, modified or altered in any manner except by an instrument in writing executed by the State and the Contractor.

[Signatures appear on next page]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date last written below. The Parties further hereby certify that original copies of this executed and approved signature page will be affixed, upon final approval, to exact copies of this Contract being executed simultaneously herewith. The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this agreement, Appendix A (Standard Clauses For New York State Contracts), Appendix B (General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Contractor affirms that it understands and agrees to comply with the procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

CONTRACTOR

THE PEOPLE OF THE STATE OF NEW YORK

Signature: Kirk S. Weiler

Signature: Jill McCabe

Printed Name: Kirk S. Weiler

Printed Name: Jill McCabe
Director

Title: President/CEO

Title: Procurement Services

Company Name: Wex Bank

Date: 1/22/18

Federal ID: 84-1425616

NYS Vendor ID: 1000009725

Date: 12/21/17

APPROVED
By Ann Randall at 9:07 am, Dec 20, 2017

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

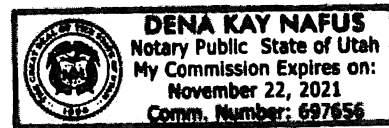
STATE OF Utah }
 }
COUNTY OF Salt Lake } **SS.:**

On the 21 day of December in the year 2017, before me personally appeared Kirk S. Weiler, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at 7090 S. Union Park Ctr, Ste 350, Midvale, Utah, and further that:

[Check One]

- If an individual):** he executed the foregoing instrument in his/her name and on his/her own behalf.
- If a corporation):** he is the President/CEO of WEX Bank, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- If a partnership):** he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- If a limited liability company):** he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Dena Kay Nafus
Notary Public
Registration No. 697656



APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

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

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

APPENDIX B

GENERAL SPECIFICATIONS

TABLE OF CONTENTS

<u>GENERAL</u>	<u>PAGE</u>	<u>TERMS & CONDITIONS (CONT.)</u>	<u>PAGE</u>
1. Ethics Compliance	1	34. Title and Risk of Loss for Products Other than Technology Products	7
2. Definitions	1	35. Product Substitution	8
<u>BID SUBMISSION</u>		36. Rejected Product	8
3. International Bidding	3	37. Installation	8
4. Bid Opening	3	38. Repaired or Replaced Products, Parts, or Components	8
5. Late Bids	3	39. Employees, Subcontractors and Agents	8
6. Confidential/Trade Secret Materials	3	40. Assignment	8
7. Prevailing Wage Rates - Public Works and Building Services Contracts	3	41. Subcontractors and Suppliers	8
8. Taxes	4	42. Suspension of Work	8
9. Expenses Prior to Contract Execution	4	43. Termination	9
10. Product References	4	44. Savings/Force Majeure	9
11. Remanufactured, Recycled, Recyclable, or Recovered Materials	4	45. Contract Invoicing	10
12. Products Manufactured in Public Institutions	4	46. Default - Authorized User	10
13. Pricing	4	47. Prompt Payments	10
14. Site Inspection	5	48. Remedies for Breach	10
15. Purchasing Card	5	49. Assignment of Claim	11
<u>BID EVALUATION</u>		50. Toxic Substances	11
16. Bid Evaluation	5	51. Independent Contractor	11
17. Tie Bids	5	52. Security	11
18. Quantity Changes Prior to Award	5	53. Cooperation with Third Parties	11
19. Timeframe for Offers	5	54. Warranties	11
20. Debriefings	5	55. Legal Compliance	12
21. Contract Publicity	5	56. Indemnification	12
<u>TERMS & CONDITIONS</u>		57. Indemnification Relating to Infringement	13
22. Contract Creation/Execution	6	58. Limitation of Liability	13
23. Contract Term – Extension	6	59. Dispute Resolution Procedures	13
24. Official Use Only/No Personal Use	6	<i>To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.</i>	
25. Participation in Centralized Contracts	6	60. Software License Grant	14
26. Modification of Contract Terms	6	61. Product Acceptance	15
27. Scope Changes	6	62. Audit of Licensed Product Usage	16
28. Estimated/Specific Quantity Contracts	6	63. No Hardstop or Passive License Monitoring	16
29. Emergency Contracts	6	64. Ownership/Title to Project Deliverables	16
30. Purchase Orders	7	65. Proof of License	17
31. Product Delivery	7	66. Changes to Product or Service Offerings	17
32. Weekend and Holiday Deliveries	7		
33. Shipping/Receipt of Product	7		

GENERAL

1. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

2. DEFINITIONS Terms used herein shall have the following meanings:

a. AUTHORIZED USER Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

b. BID A response to the Solicitation submitted by a Bidder to provide Products.

c. BIDDER Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

d. BID SPECIFICATIONS A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

e. COMMISSIONER The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

f. CONTRACT The writings that contain the agreement of the Commissioner and the Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

- 1. Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.
- 2. Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another

jurisdiction's contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

3. Back-Drop Contracts Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

4. Piggyback Contract A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

5. Contract Award Letter A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

g. CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

h. CONTRACTOR Any successful Bidder to whom a Contract has been awarded by the Commissioner.

i. DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

j. ENTERPRISE The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

k. ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

l. ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

m. GROUP A classification of a Product that is designated by OGS.

n. INVITATION FOR BIDS (IFB) A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

o. LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, or enhancements, and any deliverables due under a technical support/maintenance or service contract (e.g., Patches, programs, code or data conversion, or custom programming).

p. LICENSEE An Authorized User who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

q. LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

r. LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

s. MINI-BID A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.

t. OGS The New York State Office of General Services.

u. PATCH Software designed to update, fix, or improve the Product or its supporting data. This includes fixing security vulnerabilities and other bugs, including hot fixes, to improve usability or performance.

v. PRODUCTS Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.

w. PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

x. REQUEST FOR PROPOSALS (RFP) A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to one or more responsive and responsible Bidders.

y. REQUEST FOR QUOTATION (RFQ) A procurement method that can be used in situations such as discretionary, sole source, single source, or emergency purchases and certain Centralized Contracts.

z. RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

aa. RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.

bb. SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

cc. SITE The location (street address) where Product will be delivered or executed.

dd. SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

ee. SOLICITATION Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.

ff. SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.

gg. STATE State of New York.

hh. STATE AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ii. SUBCONTRACTOR Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

jj. TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

kk. THIRD-PARTY SOFTWARE Any software that is developed independently of Contractor and which may be governed by a separate license.

ll. VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of the Authorized User.

BID SUBMISSION

3. **INTERNATIONAL BIDDING** All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US\$). Any Bids submitted which do not meet the above criteria will be rejected.

4. **BID OPENING** Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

5. **LATE BIDS** Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

6. **CONFIDENTIAL/TRADE SECRET MATERIALS**

a. **BIDDER/CONTRACTOR** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder/Contractor. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder/Contractor. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The Commissioner's or Authorized User's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder/Contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. **COMMISSIONER OR AUTHORIZED USER** Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information

of the Authorized User, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

7. **PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS** If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. **PREVAILING WAGE RATE APPLICABLE TO BIDS** A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

b. **WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM** The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

c. **ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS** In compliance with Article 8, Section 220 of the New York State Labor Law:

i. **Posting** The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. **Day's Labor** No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or

contracting to do all or 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 calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

d. ARTICLE 9 BUILDING SERVICES CONTRACTS In compliance with Article 9, Section 230 of the New York State Labor Law:

i. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

ii. Overtime Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

8. TAXES

a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

9. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized Users are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

10. PRODUCT REFERENCES

a. "Or Equal" In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced.

References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

11. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

12. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

13. PRICING

a. Unit Pricing If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places, for each item unless otherwise specified in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation or Purchase Order.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid "no charge" on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a

“Consent & Acknowledgment Agreement” in a form acceptable to the Commissioner.

f. Specific price decreases:

(i) **GSA Changes:** Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor’s list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to Authorized Users:** Contractor may offer Authorized Users, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

g. Cost Proposal Revisions A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

14. SITE INSPECTION Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder’s ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

15. PURCHASING CARD The State’s Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized

User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

BID EVALUATION

16. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his or her sole discretion, may accept or reject illegible, incomplete or vague Bids, and the Commissioner’s decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder’s conditional or revocable terms in the Bid.

17. TIE BIDS In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

18. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

19. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within 60 days after the date of the Bid opening or such other period of time as set forth in the Solicitation. The Bids must remain firm until a Contract is awarded, but if a Contract is not awarded within 60 days or other time period set forth in the Solicitation, the Bidder may withdraw its Bid any time thereafter by delivering to the Commissioner written notice of the withdrawal of its Bid.

20. DEBRIEFINGS Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

21. CONTRACT PUBLICITY Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

TERMS & CONDITIONS

22. CONTRACT CREATION/EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidders upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

23. CONTRACT TERM - EXTENSION In addition to any stated extension periods in the Contract, any Contract or portion thereof awarded by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time.

24. OFFICIAL USE ONLY/NO PERSONAL USE The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

25. PARTICIPATION IN CENTRALIZED CONTRACTS

a. State Agencies All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

d. Responsibility for Performance Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to hold the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate

any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

26. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized Users under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer any Authorized User more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against an Authorized User unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

27. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

28. ESTIMATED/SPECIFIC QUANTITY CONTRACTS

Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

With respect to any specific quantity stated in the Contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

29. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article

2-B of the Executive Law, or the Commissioner determines pursuant to his or her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract, as the Commissioner in his or her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

30. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor (i) in the case of formal written Purchase Orders, when placed in the mail prior to the termination of the Contract and addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification or (ii) in the case of electronic Purchase Orders or Purchasing Card purchases, when electronically transmitted to the Contractor prior to the termination of the Contract.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must be identified with the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

31. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of

the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

32. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Contract or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

33. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to the locations and/or personnel specified by the Authorized User in the Purchase Order. Any losses or delays resulting from the Contractor's failure to deliver Product to the specified locations or personnel shall be borne exclusively by the Contractor.

34. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS

Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.

35. PRODUCT SUBSTITUTION In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

36. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

37. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Authorized User and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

38. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

39. EMPLOYEES, SUBCONTRACTORS AND AGENTS All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order, and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized

User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

40. ASSIGNMENT In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

41. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

42. SUSPENSION OF WORK The Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon

issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

43. **TERMINATION**

a. For Cause For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively. Neither the State nor an Authorized User shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience This Contract may be terminated at any time by the Commissioner for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

c. For Violation of Sections 139-j and 139-k of the State Finance Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Section 5-a of the New York State Tax Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. For Non-Responsibility The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner may complete the contractual

requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

f. Upon Conviction of Certain Crimes The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

44. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

45. CONTRACT INVOICING

a. Invoicing Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by the Commissioner. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract Purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract Purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt

of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

46. DEFAULT – AUTHORIZED USER

a. Breach by Authorized User An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach Notwithstanding the foregoing, the Contractor shall, at least 10 business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. Insufficient basis If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

47. PROMPT PAYMENTS

a. By State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

b. By Non-State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

48. REMEDIES FOR BREACH Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncured after 15 calendar days following written notice by the Commissioner or an Authorized User,

the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 15 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 15-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following:

a. Cover/Substitute Performance In the event of Contractor's material, uncured breach, the Commissioner or Authorized User may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner or Authorized User is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner or Authorized User may acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

b. Withhold Payment In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Authorized User.

c. Bankruptcy In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

49. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC

Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

50. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by the Authorized User.

51. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

52. SECURITY Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of the Authorized User set forth in the Contract or Purchase Order or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

53. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.

54. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished

individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees (“extended warranty”).

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer’s standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor’s warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer’s Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer’s recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor’s approval.

d. Virus Warranty The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User’s Site.

e. Date/Time Warranty Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an

acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor’s business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The Authorized User shall promptly notify the Contractor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

j. No Limitation of Rights The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

55. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

56. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation;

provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

57. INDEMNIFICATION RELATING TO INFRINGEMENT

The Contractor shall also defend, indemnify and hold the Authorized Users harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its

own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters. This constitutes the Authorized User's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

58. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

59. DISPUTE RESOLUTION PROCEDURES

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to

administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at the OGS website. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.

60. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, virtual partition). Licensee shall have the right to use those modifications or customizations of the Product that have been purchased by Licensee and to distribute such modifications or customizations for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications or customizations, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

Licensee and Contractor may agree to alternative licensing rights (e.g., subscription, term, virtual) for specific Products used by the Contractor in performing the services, provided such agreement is reached prior to Bid, Mini-Bid, RFQ, or Contract award, as applicable. Such licensing rights will be specified in an applicable Purchase Order or other document approved by Licensee and Contractor.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

c. Product Documentation Contractor shall provide Product Documentation electronically to Licensee at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to Licensee a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone

or on-line functionality. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Licensee shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Licensee does not initially acquire or discontinue maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Third Parties Third parties retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such third party, Site of intended use of the Product, and means of access; and (ii) such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for

archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to Licensee (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.

h. Confidentiality Restrictions If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to the Licensee. The terms of Licensee's use and disclosure of such information shall be governed by a written agreement between the Contractor and the Licensee, which, in the case of Licensees that are State or local governmental entities, recognizes that they are subject to the New York Freedom of Information Law.

i. Restricted Use by Licensee Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR).

61. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have 30 days from the date of delivery to accept hardware Products and 60 days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and acceptance.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional 30 day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, if the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have 30 days to correct the deficiency, and the Authorized User shall have an additional 60 days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

62. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides. Contractor may conduct such audits remotely or on Site. If conducted remotely and if Contractor makes a license management program available, the Licensee agrees to install such program and use it within a reasonable period of time, provided such program meets Licensee's security or other requirements. If conducted on Site: (i) Contractor shall give Licensee at least 30 days advance written notice, (ii) such audit shall be conducted during Licensee's normal business hours, (iii) the audit shall be conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three auditing/accounting firms from which the Licensee will select one; and (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit. If the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

In the event of an on-Site audit, the Software Alliance, Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) may not be used directly or indirectly to conduct such audit, nor may such entities be recommended by Contractor.

63. NO HARDSTOP OR PASSIVE LICENSE MONITORING

Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Any Contractor access to the Product agreed to by Licensee as provided above shall be in accordance with Licensee's security or other requirements. Contractor agrees that in the event of a breach of this provision that Licensee shall not have an adequate remedy at law, including monetary damages, and that Licensee shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Licensee shall be entitled.

64. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

This clause shall apply where Contractor is commissioned by the Authorized User to furnish project deliverables as detailed in the Purchase Order.

a. Definitions

(i) For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products" means tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the project.

(iii) For purposes of this clause, "Custom Products" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract.

b. Title to Project Deliverables Unless otherwise specified in writing in the Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing hardware Products shall pass to Authorized User upon acceptance.

2. Software - Title and ownership to Existing software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or Third-Party Software vendor's standard license

agreement; provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

(ii) Custom Products: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third-Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third-party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third-party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third-party, tax-exempt financing may not

occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Products, the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

e. Contractor's Obligation with Regard to Third-Party Software Where Contractor furnishes Existing Licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

65. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified license confirmation certificates in the name of such Licensee; (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license; or (iii) other similar proof of license. All proofs of license must be in a form acceptable to the Licensee.

66. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. Product or Service Discontinuance Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner and each Licensee then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at Licensee's option, and in order to enable Licensee to continue the use and maintenance of the Product, provide Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that Licensee is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall

be required to: (i) notify the Commissioner and each Licensee in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

INDEX

	<u>Clause</u>		<u>Clause</u>
	<u>No.</u>		<u>No.</u>
<u>A</u>		<u>P</u>	
Assignment	40	Participation in Centralized Contracts	25
Assignment of Claim	49	Prevailing Wage Rates - Public Works and Building Services Contracts	7
Audit of Licensed Product Usage	62	Pricing	13
		Product Acceptance	61
<u>B</u>		Product Delivery	31
Bid Evaluation	16	Product References	10
Bid Opening	4	Product Substitution	35
		Products Manufactured in Public Institutions	12
<u>C</u>		Prompt Payments	47
Changes to Product or Service Offerings	66	Proof of License	65
Confidential/Trade Secret Materials	6	Purchase Orders	30
Contract Invoicing	45	Purchasing Card	15
Contract Creation/Execution	22		
Contract Publicity	21	<u>Q</u>	
Contract Term - Extension	23	Quantity Changes Prior to Award	18
Cooperation with Third Parties	53		
		<u>R</u>	
<u>D</u>		Rejected Product	36
Debriefings	20	Remanufactured, Recycled, Recyclable, or Recovered Materials	11
Default - Authorized User	46	Remedies for Breach	48
Definitions	2	Repaired or Replaced Products, Parts, or Components	38
Dispute Resolution Procedures	59		
		<u>S</u>	
<u>E</u>		Savings/Force Majeure	44
Emergency Contracts	29	Scope Changes	27
Employees, Subcontractors and Agents	39	Security	52
Estimated/Specific Quantity Contracts	28	Site Inspection	14
Ethics Compliance	1	Shipping/Receipt of Product	33
Expenses Prior to Contract Execution	9	Software License Grant	60
		Subcontractors and Suppliers	41
<u>I</u>		Suspension of Work	42
Indemnification	56		
Indemnification Relating to Infringement	57	<u>T</u>	
Independent Contractor	51	Taxes	8
Installation	37	Termination	43
International Bidding	3	Tie Bids	17
		Timeframe for Offers	19
<u>L</u>		Title and Risk of Loss for Products Other than Technology Products	34
Late Bids	5	Toxic Substances	50
Legal Compliance	55		
Limitation of Liability	58	<u>W</u>	
		Warranties	54
<u>M</u>		Weekend and Holiday Deliveries	32
Modification of Contract Terms	26		
<u>N</u>			
No Hardstop or Passive License Monitoring	63		
<u>O</u>			
Official Use Only/No Personal Use	24		
Ownership/Title to Project Deliverables	64		

**Award 23062 –
Contract PS67946
Attachment 1
(Revised June 2019)**

Fuel and Associated Product Discount Tables

Primary Fuel Discount Tiers

The NYS Primary Fuel Discount will be applied to Fuel purchases at **ALL** Fuel Locations where Contractor's Fuel Card may be used by a NYS Authorized User.

Calculation of Primary Fuel Discount Tier: The applicable Primary Fuel Discount Tier will be calculated by aggregating Fuel purchases by all New York State Authorized Users on a monthly basis at the time of billing.

Application of Primary Fuel Discount: The applicable Primary Fuel Discount Tier will be applied at the time of billing, prior to deduction of applicable tax(es), to the total gross monthly sales amount of each Authorized User's Fuel purchases at all Fuel Locations (Total Gross Sales).

	<i>Monthly NYS Gallon Consumption (all Authorized Users)</i>	<i>NYS Primary Fuel Discount</i>
Tier 1	0 - 750,000	1.50%
Tier 2	750,001 – 1,250,000	1.65%
Tier 3	1,250,001– 1,750,000	1.75%
Tier 4	1,750,001 – 2,250,000	1.80%
Tier 5	2,250,001 – 2,750,000	1.83%
Tier 6	2,750,001 +	1.86%

Associated Product Discount(s)

****Associated Products:** *As defined in Section II. General Terms of the Fuel Card Services Contract, II.1 Definition of Terms, Letter B.*

A non-Fuel Product that may be purchased with the Fuel Card ONLY in an Emergency situation. Associated Products are limited to Products that are required only for the continued safe operation of the vehicle (e.g fluid refills {motor oil, transmission fluid, power steering fluid, brake fluid, antifreeze/coolant, windshield washer fluid, etc.}, windshield wipers, head lights).

NOTE: Car washes, standard maintenance, and roadside assistance are not included in the scope of this Contract.

The following Associated Product Discount(s) are applicable to non-Fuel purchases.

Note: Associated Product purchases may only be made in an EMERGENCY SITUATION (when product is required for continued safe operation of the vehicle).

Associated Product Type	NYS Discount	Unit of Measure (e.g., per item), and method for applying discount.
-------------------------	--------------	---

Fluids (motor oil, transmission fluid, and windshield washer fluid)	1.50-1.86% (Actual discount percentage will be based on the NYS Primary Fuel Discount Tier above)	The discount percentage for Associated products will be determined by using the fuel tier established based on the State’s monthly gallon consumption and the corresponding rate will be applied to the Total Gross Sales
Vehicle Parts (windshield wipers and tires)	1.50-1.86% (Actual discount percentage will be based on the NYS Primary Fuel Discount Tier above)	The discount percentage for Associated products will be determined by using the fuel tier established based on the State’s monthly gallon consumption and the corresponding rate will be applied to the Total Gross Sales
Emergency Service (tire repair)	1.50-1.86% (Actual discount percentage will be based on the NYS Primary Fuel Discount Tier above)	The discount percentage for Associated products will be determined by using the fuel tier established based on the State’s monthly gallon consumption and the corresponding rate will be applied to the Total Gross Sales

Other
(include description)

1.50-1.86%
(Actual discount percentage will be based on the NYS Primary Fuel Discount Tier above)

The discount percentage for Associated products will be determined by using the fuel tier established based on the State’s monthly gallon consumption and the corresponding rate will be applied to the Total Gross Sales

Fuel Card Services Fee Schedule

Set-up Fee	WAIVED
Monthly Card Charge	WAIVED
Replacement Card	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	WAIVED
General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Program Maintenance Charge	WAIVED

Early Payment Discounts

Subject to the express conditions below, WEX Bank will issue an additional monthly rebate in accordance with the below Payment Timing Table:

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Monthly	Payment received and posted to account in full by the 15th calendar day of the month for the prior month’s invoice.	7 basis points (0.07%)
Monthly	Payment received and posted to account in full by the 10th day calendar day of the month for the prior month’s invoice.	10 basis points (0.10%)
Monthly	Payment received and posted to account in full by the 5th day calendar day of the month for the prior month’s invoice.	12 basis points (0.12%)

**For paper invoices, receipt is deemed to occur within five days of WEX Bank mailing the invoice. For electronic invoices, receipt is deemed to occur on the date WEX Bank makes the electronic invoice available.*

**Award 23062 –
Contract PS67946
Attachment 2**

Contractor's Insurance Requirements

Contract Insurance Requirements

Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during this Contract until Final Completion, policies of insurance as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York ("admitted" carriers) with an A.M. Best Company rating of "A-" Class "VII" or better or as acceptable to the New York State Office of General Services (OGS). If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. OGS may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the Agency to accept insurance placed with a non-authorized carrier under any circumstances.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

A. General Conditions Applicable to Insurance. All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.
- 2. Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis.
- 3. Certificates of Insurance/Notices.** Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name The New York State Office of General Services, Procurement Services, 38th Floor, Corning Tower, Empire State Plaza, Albany, New York 12242 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and any Contract resulting from this Solicitation by award number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OGS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although OGS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by OGS. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance

with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. Primary Coverage. All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.

5. Breach for Lack of Proof of Coverage. The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. Subcontractors. Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor.

8. Waiver of Subrogation. For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. Additional Insured. The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

10. Excess/Umbrella Liability Policies. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

11. Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

12. Policy Renewal/Expiration Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

13. Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain insurance documents must be provided to the OGS Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days
- For information on self-insurance or self-retention programs: 15 calendar days
- For other requested documentation evidencing coverage: 15 calendar days
- For additional insured and waiver of subrogation endorsements: 30 calendar days

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	Not less than \$1,000,000 each occurrence	At time of Tentative Award and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	Not less than \$2,000,000 each occurrence	

Insurance Type	Proof of Coverage is Due
Workers' Compensation	
Disability Benefits	

1. Commercial General Liability Insurance: Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than one (1) years, commencing upon acceptance of the work, as required by the Contract.

2. Business Automobile Liability Insurance: Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Attachment and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

3. Workers' Compensation Insurance and Disability Benefits Requirements

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals.

Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS. Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of Bid submission, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook

**Award 23062 –
Contract PS67946
Attachment 3**

Contractor Contact Information

Contact Information (for Contract Administration Purposes)	
Company Name:	
Company Headquarters Address: (From first page of Contract)	Wex Bank 7090 South Union Park Center Suite 350 Midvale, UT 84047
FEDERAL ID #:	84-1425616
NYS Vendor ID #:	1000009725
CONTRACT ADMINISTRATION	
Contract Admin. Name:	Janet Webb
Title:	Strategic Relationship Manager, Public Sector
Mailing Address:	97 Darling Avenue South Portland, ME 04106
Telephone Number:	207-523-7332
E-mail:	Janet.Webb@wexinc.com
SALES/BILLING	
Contact Name:	Janet Webb
Title:	Strategic Relationship Manager, Public Sector
Address:	97 Darling Avenue South Portland, ME 04106
Telephone Number:	207-523-7332
E-mail:	Janet.Webb@wexinc.com
HELP DESK & EMERGENCY CONTACT AFTER HOURS OR WEEKENDS/HOLIDAYS	
Contact Name:	Customer Service Department
E-mail:	Correspondence@wexinc.com
WWW Address:	www.wexinc.com
Telephone Number:	800-492-0669
FAX:	800-395-0809
Hours of Availability:	24 hours a day, 7 days a week
PERSON TO CONTACT FOR EXPEDITING NEW YORK STATE CONTRACT ORDERS:	
Contact Name:	Ann Randall
Title:	Legal Director
Telephone Number:	207-523-7744
Toll Free Telephone Number:	800-761-7181
FAX:	207-523-6377
E-mail:	Ann.Randall@wexinc.com
CONTACT FOR SALES REPORTS OF CONTRACT PURCHASES:	
Contact Name:	Kristin Moore
Title:	Premium Fleet Services Account Manager
Telephone Number:	207-523-6416
Toll Free Telephone Number:	1-800-761-7181 ext 6416
FAX:	207-253-1386
E-mail:	Kristin.Moore@wexinc.com

**Award 23062 –
Contract PS67946
Attachment 4**

**Contractor Order Forms
(Participation Addendum)**

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK AND THE STATE OF NEW YORK (the "State")**

CREDIT INFORMATION					
Authorized User			Phone #	Fax#	
Headquarters Name and Physical Address (Do not include PO Box)				Applicant's Taxpayer ID # (TIN, FEIN or SSN)	
In Business Since (yyyy) N/A	Year of Incorporation (yyyy) N/A	Number of Vehicles	Avg Monthly Fuel Expenditures \$	Avg Monthly Service Expenditures N/A	
ACCOUNT SETUP INFORMATION					
Write Authorized User name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no Authorized User name will appear on cards. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>					
Billing Contact		Billing Address		City	State Zip+4
Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your Authorized User to provide all fleet vehicles, driver and other information we may request.					
Authorized Fleet Contact Name		Title	Phone #	Fax #	
Mailing Address (if different from billing address)			City	State	Zip+4
Email address (required to take advantage of product type card controls)					
Card Controls: To help us estimate your credit needs, indicate the types of cards you anticipate using. If you provide a valid email address above, you can select from these product type options: <input type="checkbox"/> Fuel Only, EXCLUDING Roadside Assistance <input type="checkbox"/> Fuel & Associated Products – oil/fluid, quick lube, parts/service, and gen merchandise but EXCLUDING Roadside Assistance					
<input type="checkbox"/> Check here if Authorized User is exempt from motor fuels tax					
TERMS					
DEFINITIONS: "Agreement" means: Contract No. 23062 effective 06/22/2018 for Fuel Cards and Fuel Management Services (the "Agreement") between the (State and WEX BANK. "Authorized User" shall mean the entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information section above. All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.					
AGREEMENTS OF WEX BANK AND AUTHORIZED USER:					
1. This Addendum is to allow the Authorized User to participate under the Agreement between WEX Bank and the State. It does not modify, amend or change the Agreement in any way. 2. Authorized User represents that it is authorized or allowed by applicable law to enter into this Addendum and to participate under the Agreement. 3. Authorized User requests the services of WEX Bank described in the Agreement and agrees to perform all duties of an Authorized User under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Authorized User agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Authorized User's account. 4. Authorized User acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Authorized User and this Addendum is the valid and binding obligation of the Authorized User, enforceable in accordance with its terms.					
INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.					
COMPLIANCE WITH FEDERAL LAW: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.					
DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SUBJECT TO APPLICABLE LIMITATIONS SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.					
CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED					
Any person signing on behalf of the Authorized User has been duly authorized by all necessary action of their governing body, and that the undersigned is authorized to make this application on behalf of the Authorized User.					
Signature: _____		Printed Name: _____			
Title: _____		Date: _____			

Complete and sign addendum. Fax to 1-866-527-8873.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code NY7	Account Number 04
------------------------	--------------	------------	--------------	--------------------	----------------------

**Award 23062 –
Contract PS67946
Attachment 5**

Contractor Additional Terms and Conditions

Additional Terms and Conditions for the State of New York Statewide Fuel Card Services Program

In the event that any of the terms or conditions contained in this Agreement are found to conflict with any of the terms or conditions contained in the Contract, the terms and/or conditions of the Contract shall prevail.

1. DEFINITIONS:

Terms used in this document that are capitalized, other than those listed below, shall be defined in accordance with the Contract.

“Account(s)” means your credit account(s) maintained with Respondent. An Account may be evidenced by a plastic card or an account number.

“Agreement” means this document, titled “Additional Terms and Conditions for the State of New York Statewide Fuel Card Services Program,” which is included in the terms and conditions of the Contract.

“Business Day” means any day other than a Saturday, Sunday or other day on which Federal banking institutions are generally authorized or required by law or executive order to close.

“Card” means a charge card or an account number issued by Respondent pursuant to this Agreement which is used to access an Account.

“Contract” means the contract entered into between WEX Bank and the State of New York, pursuant to Request for Proposals 22445 for Statewide Fuel Card Services.

“Controls” are a set of authorization tools designed to assist you with managing purchases.

“DIN” means the driver identification number.

“Financial Information” means your financial statements including, at a minimum, an income statement for the applicable fiscal year and a balance sheet.

“Fleet Contact Person” means the person you select who is authorized to provide us with the information necessary to establish and/or manage your Account(s) and Cards.

“We”, “us”, and “our” refers to WEX Bank.

“You” and “your” refers to an Authorized User of New York State centralized contracts, whose Account is created under the Contract.

2. ESTABLISHMENT OF ACCOUNT: WEX FSC, may extend credit, establish Accounts and issue Cards under this Agreement in accordance with its standard credit policy and procedures. We may modify, suspend or terminate your Account, subject to the terms of the Contract. You agree that this Account will only be used for the purchase of products and services for official government or business purposes and not for personal, family or household purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. You shall adopt internal policies and controls to ensure that the Accounts are used strictly for official government, business or commercial purposes. You agree to pay for all charges on your Account according to the terms of this Agreement and all additional charges provided in our response to Request for Proposals 22445, and subject to the provisions of the Contract.

3. CREDIT LINE AND CAPACITY: You agree that, subject to the terms of the Contract: a) we may establish a credit line (limit) for your convenience; b) your Account balance will not exceed your credit line; c) we may suspend your Account without notice if your Account balance exceeds your credit line. You will be advised of your credit line if your Account is approved. We are authorized to provide information about: i) you and your Account to credit reporting agencies, affiliates, lenders, banking examiners, auditors, entities who finance our business and others who may lawfully receive the information; and ii) your transactions to accepting merchants or their service providers so they can offer you discounts or other promotional campaigns.

4. BILLINGS AND PAYMENTS: Billings and payments will be made in accordance with the Contract.

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

6. APPLICATION OF PAYMENTS: Payments will be applied first to unpaid late fees and then to the unpaid balance of each product or service purchased in the order of its purchase.

7. AMENDMENTS: This Agreement may be amended or modified only through a subsequent written Amendment signed by both parties.

8. PREPAYMENT: You may pay your Account balance, or a portion of it, at any time without penalty.

9. DEFAULT: If you: a) default on this Agreement or any other lending agreement between you and us by not paying any payment when due; b) exceed your credit line; or c) breach any other term of this Agreement or any other lending agreement between you and us, then we may: i) suspend or terminate your Account(s) and/or Cards; ii) demand immediate payment of the entire Account balance; and iii) start a lawsuit for collection of the Account balance, subject to any notice of default and right to cure required by the Contract or applicable law. *Note: Default of this Agreement by an Authorized User shall not result in suspension or termination of the Contract, or Accounts held by other Authorized Users of the Contract.*

10. CARDS AND ACCOUNTS: You request Cards from us for use according to this Agreement by individuals, or in connection with specific vehicles, to be identified to us. All Cards will be valid through the expiration date listed on the Card unless the Card has been suspended or terminated. We may issue renewal Cards prior to their expiration date. You agree that you will destroy expired Cards or Cards for which a replacement Card has been issued. All renewal Cards or any additional Cards you request will be subject to the terms of the Contract and this Agreement as in effect at the time of that renewal or issuance.

You may ask us to: a) issue additional Cards or replacement Cards; b) suspend or terminate Cards; or c) change the authorized use or user(s) of Cards. We may suspend or terminate any Account or Card or refuse to authorize any charge, at any time, subject to the terms of the Contract. Unless you report any errors in your Account information or Cards within three (3) business days of your receipt thereof, we are entitled to rely on that information for processing your Account.

You agree that the Contract and this Agreement control all charges made on your Account by you or any person who uses a Card or your Account. It is your responsibility to notify us of your revocation of any person or user's authority to use or access your Account, Cards, or DINs. Subject to any limitations imposed by law, you will remain liable to us for any charges until such time as we receive notice. You agree that use of a Card and the applicable DIN will constitute authorized use for all purposes. We have no obligation or responsibility to you in the event that any merchant, entity or person refuses to honor a Card. If you choose to leave a Card at a merchant for use by your drivers, then you are responsible for any unauthorized use of that Card and agree to pay for all charges made with that Card. You agree to keep DINs confidential and to ensure that your employees do not disclose any DIN. If any of your employees discloses a DIN or writes a DIN on a Card, then, subject to any limitations imposed by law, you are liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional. *Note: Any disputes will be resolved in accordance with the Contract.*

You will promptly notify us of the loss, theft, or unauthorized use of any Card or Account by telephoning us at 800-492-0669 or through our online system. You agree to provide written confirmation of any notice if requested by us.

Subject to any limitations imposed by law, you will be liable to us for all unauthorized use of a Card that occurs before your notification of unauthorized use but you will not be liable for any unauthorized use that occurs after notification.

11. FLEET INFORMATION AND CHARGE CARDS: The Fleet Contact Person, or another person or persons designated by the Fleet Contact Person, is authorized by you to: a) provide us with the information necessary to establish and maintain your Account, Cards, and DINs; b) provide all fleet vehicle, driver and other information that we may request; c) receive all Cards and reports; d) receive other Account information we may provide. You will provide us with advance written notice of any change in or removal of any Fleet Contact Person. Subject to any limitations imposed by law, you will remain liable to us for any unauthorized use until you notify us of any change in or removal of any Fleet Contact Person.

12. MANAGEMENT REPORTS AND DISCLAIMER: As part of our product and services, we provide certain purchase reports, vehicle analysis reports and other management reports and information, in either paper or electronic format. These reports may include information relating to your use of Cards based upon charges and information reported to us. You are responsible for reviewing these reports for accuracy and completeness. These reports will accurately reflect information provided to us by third parties. We cannot guarantee the accuracy or completeness of those reports to the extent that the third party information received by us and contained in the reports is inaccurate or incomplete. *Note: Any disputes will be resolved in accordance with the Contract.*

13. FEES, CHARGES AND ACCEPTANCE OF TERMS: We will assess fees and charges in the amounts listed on the Fee Schedule listed in Appendix E of the Contract. In accordance with the Contract, there shall be no Fuel Card fees, (e.g., annual fees, fees for issuance, renewals and cancellation, or fees for Authorized User option changes), assessed to or collected from Authorized Users. Your use of your Account indicates your agreement to pay the fees and charges and your acceptance of all of the terms and conditions of the Contract and this Agreement (which includes the Fee Schedule).

14. SITE SELECTION PROGRAM: The Site Selection Program enables you to provide us with a list of specific locations where you wish to restrict purchases based on certain specified criteria. If you choose to use the Site

Selection Program, we will provide you with appropriate enrollment forms. We reserve the right to not establish site selection criteria for certain sites that may be identified by us as being ineligible for the Site Selection Program. We cannot guarantee that the Site Selection Program will work at independently owned fuel merchants enrolled to accept WEX FSC issued or serviced charge Cards. The Site Selection Program applies only to transactions that are received for authorization by us electronically. You are responsible for payment in full of all charges made at a location that you selected to be an "excluded location" which are made with a valid Card and that are processed by us.

15. DYED FUEL PRODUCTS: You may purchase dyed special fuel using your Cards. You acknowledge that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. You may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. We will not be liable in any way for any misuse or mishandling by you of any dyed special fuel. Upon request from applicable governmental authorities, we may provide information regarding your dyed special fuel purchases to them without further authorization from you.

16. ONLINE PRODUCTS: Certain products and services offered to you by us may be accessed by you through the Internet. In order to access our online system your users must agree to our Terms of Use, which is attached hereto as Attachment I for your reference. For Authorized Users of the Contract, the Terms of Use attached hereto as Attachment I shall supersede any other version of the Terms of Use displayed or presented on or through our online system. Although we are using both passwords and data base security methods for our online products, security cannot be guaranteed.

17. ASSOCIATED LICENSES AND TERMS OF USE: The Authorized User acknowledges that we may make available mobile software applications and alternative Fuel Location payment options within the scope of the Contract (e.g., Octane and WEXPay). The State has not reviewed the associated licenses, transaction processing rules and terms of use for acceptability; accordingly, the Authorized User is obligated to review and make an independent determination, with the advice of legal counsel as necessary, before authorizing usage of these services.

18. INTERNATIONAL USE OF CARDS: Cards issued to you for use by your United States based operations may be used in other countries. By use of Cards in any country other than the United States you agree that you will: a) be billed in US Dollars; b) receive reporting from us in English; c) accept the currency conversion fee as reflected in our Fee Schedule; and d) not distribute Cards to employees based in countries other than the United States.

19. CONTROLS: You may request that Controls be applied to your Account. The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes, transmitted to us by them. The product codes are assigned by each merchant, and as such, we have no responsibility for inappropriate product code assignment. Upon notification by an Authorized User, we will address product code errors with merchants in accordance with our dispute process. You understand and acknowledge that only transactions submitted to us for authorization are subject to Controls and that those Controls can only be enforced when the merchant provides sufficient information as part of the authorization. In addition, some Controls do not work at island card readers.

We reserve the right to modify Controls when those Controls, in our opinion, are set at a level such that they are ineffective or not in accordance with the goals of the Controls program. We will notify the Fleet Contact Person in the event that we make such modifications to the Controls. Default values will be assigned by us unless you make your own election(s) through our online product. Additional important information related to Controls is also available online. We shall not be responsible for the prudence of any particular Control level you select. The existence and/or use of Controls does not affect your liability for unauthorized use of Cards. Subject to any limitations imposed by law, you remain liable for transactions made using unreported lost or stolen Cards and/or Card numbers or DINs. You also agree that you will review fraud control data provided by us, such as vehicle analysis reports, for the purpose of detecting fraud that occurs within Control parameters.

20. REPRESENTATION, WARRANTIES AND ACKNOWLEDGMENTS: You represent and warrant to us that this Agreement is valid, binding and enforceable against you in accordance with its terms and subject to the terms of the Contract. You agree to provide any evidence of corporate (or other organizational) existence and authorization that we may reasonably request.

As part of our commitment to customer service, our managers periodically will monitor telephone communications between our employees and our customers to ensure that our high quality service standards are maintained. By accepting this Agreement, you hereby consent to such monitoring and recording of telephone communications. You also agree to notify your employees who may be in telephone contact with our representatives that periodic monitoring of conversations will occur. Such consent to monitoring does not apply to conversations between Wright Express Financial Services Corporation and OGS with respect to administration of the centralized contract.

21. REQUIREMENTS OF A WRITING: You agree that, subject to applicable law, any additions, updates, and deletions of vehicles, drivers, and Fleet Contact Persons placed by telephone or electronically, and accepted by us, are binding on you.

22. AUTHORIZED USERS: We and you shall have the right to share all or any part of this Agreement, and all associated documents and amendments, with any Authorized User. Should any Authorized User open an account with us, the terms of the Contract and this Agreement shall control.

Notwithstanding anything in this Agreement to the contrary, it is understood that the obligations of the State and each Authorized User hereunder shall be exclusively the obligations of the transacting entity and that the neither the State nor any Authorized User will have liability whatsoever in connection therewith. It is further agreed that each Authorized User is severally and not jointly liable to us and neither the State nor any other Authorized User shall have financial or other responsibility or liability for any goods or services that were not furnished for such entity's site or operations.

State Agency Authorized Users shall be eligible to participate in the program without being subject to a credit evaluation.

No Non-State Agency Authorized User (see Table One and Two at <http://www.ogs.ny.gov/purchase/snt/othersuse.asp> for a listing of eligible entities) shall be eligible to participate in the program without being granted credit by us. Credit applications submitted by each Non-State Agency Authorized User will be adjudicated in accordance with our credit policies and we shall have sole and complete discretion over which Non-State Agency Authorized Users are granted or denied credit. Each Non-State Agency Authorized User desiring to participate under this Agreement will be required to complete a Participation Addendum essentially in the format included in Appendix G of the Contract.

23. FINANCIAL INCENTIVES: We will apply the discounts listed on Appendix E of the Contract, in accordance with the terms of the Contract.

24. USA PATRIOT ACT: We comply with Section 326 of the USA Patriot Act which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an Account. We will ask you for your name, address, date of birth, or other applicable information to identify you.

25. STATE'S LIABILITY: Liability for State Agency Authorized Users shall be limited by the following: Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the State shall hold Contractor harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment.

26. ENTIRE AGREEMENT: Subject to the order of precedence stated in the Contract, this Agreement, including the Contract, Appendices to the Contract, any agreements which secure or guaranty your obligations under this Agreement, any electronic payment agreement, enrollment forms and any amendments, modifications, substitutions or replacements of any of those documents, is a final expression of the credit agreement between us and you and may not be contradicted by evidence of any alleged oral agreement. Except as is expressly permitted in this Agreement, no modification of it is effective unless in writing and signed by an authorized officer of you and us.

Unless otherwise agreed upon by the Parties, any terms different from this Agreement or contradictory to this Agreement that are set forth in a Purchase Order or other communication are expressly rejected and shall under no circumstances modify the terms of this Agreement.

This Agreement is governed by and construed in accordance with federal law and the laws of the State of New York (without reference to choice of law rules).

Attachment I

WEXOnline® TERMS OF USE

Appendix A, Standard Clauses for New York State Contracts, (attached hereto as Appendix A of this Contract) is hereby expressly made a part of this Attachment I, as fully as if set forth at length herein.

Please read these terms carefully before using this site.

1. General

WEX Inc. ("we," "us" and "our") provides this web site on behalf of its subscribers subject to the following terms of use ("Terms"). These Terms supplement the Contract, all Appendices to the Contract, including Appendix A, Standard Clauses for NYS Contracts, and the customer's (or "you" or "your") credit agreement with WEX Bank or one of our card program sponsors and shall be applicable to your account upon your selection of the **WEXOnline®** product. Your continued use of your account and **WEXOnline®** constitutes your acceptance of these Terms. For Authorized Users of the Contract, these Terms of Use shall supersede any other version of the Terms of Use displayed or presented on or through our online system. If you have any questions, please call our Customer Service department.

2. Purpose of the Website

The goal of this web site is to provide you with access to information about your fleet charge card account and to also allow you to perform account maintenance. Do not use this web site if you do not agree with these terms. These Terms supplement the Contract and your credit agreement with WEX Bank or one of our card program sponsors and shall be applicable upon your use of the site. Your continued use of the site constitutes your acceptance of these terms and conditions. If you have any questions, please call Customer Service at 1-800-492-0669.

3. Trademarks, Service Marks and Copyrighted Materials

We control and operate this website. All content on this website, including, but not limited to, text, photographs, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by United States and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The content is owned and controlled by us, our affiliates, or by third party content providers, merchants, sponsors and licensors (collectively the "Providers") that have licensed their content or the right to market their products and/or services to you using this site. You agree to abide by all additional copyright notices, information, or restrictions contained in any content that is presented on this site.

You may not use any registered or unregistered trademarks, service marks or copyrighted materials appearing on this website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame, deep link, or otherwise incorporate into another website any of the content or other materials on this website without our express prior written consent.

Violation of trademark and copyright laws may result in significant civil liability or criminal penalties under United States and/or worldwide copyright and trademark laws. You recognize that any reproduction or use of content, except as authorized by the Contract or these Terms, is considered intentional infringement.

4. Use of the Site

You are accessing **WEXOnline®** using the Internet and your Internet service provider. Although we are using both password and database security methods to ensure protection for **WEXOnline®**, security cannot be guaranteed.

You may provide access to your account information by adding others to access your account via an online enrollment. You understand that you are responsible for the level of access that you provide to the users you establish for your account. You understand that you are solely responsible for maintaining the security of your password and User ID against theft or unauthorized use and that any person possessing your password and User ID can order additional cards and take other action with respect to your account. You agree that you shall exercise all precautions commensurate with the highest reasonable standards of security for the protection of your security information. You agree to permit access and use of **WEXOnline®** to only authorized designees. Any account

maintenance effected with the use of your User ID and password shall be conclusively presumed to be authorized by you for all purposes and you accept all liability for use of cards ordered and any other transactions effected through **WEXOnline®**. You agree to notify us immediately if you suspect that any User ID or password associated with your account has been lost, stolen, or the subject of unauthorized use. You agree that the security procedures provided with **WEXOnline®** including without limitation, data encryption, are commercially reasonable and adequate for your use. Furthermore, you agree that you shall not circumvent the encrypted data or attempt to obtain unauthorized access to the site or portions of the site which are restricted from general access.

You agree not to use **WEXOnline®** for any purpose except access to your Authorized Users' account(s). In using this site, you agree not to disrupt or interfere with the site, its services, system resources, nor to upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files. You also agree not to use, attempt to use, or access other accounts, or create or use a false identity on the site.

5. For Customers Using Electronic Billing Method

You may receive copies of your invoice via **WEXOnline®**. In the event that you elect to receive all your invoices electronically and not via standard U.S. Mail, the invoice shall be deemed delivered to you upon our confirmation of electronic mailing. All the terms and conditions concerning payment and any disputes in billing as set forth in your credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors remain in full force and effect. If you wish to make an inquiry regarding an invoice or a particular transaction, please contact Customer Service at the number listed on your credit agreement.

6. For Customers Using Controls:

These terms and conditions supplement the Contract and your credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors and govern your use of Controls which may be used to help limit purchase capabilities on your cards and accounts.

Controls are subject to the disclosures provided to you, this Section 6 and the Important Information found in the Profile Manager. You should carefully review the Important Information prior to establishing Controls. Use of Controls is deemed acceptance of these terms and the disclosures found in the Important Information. The availability and effectiveness of Control limits is dependent upon each merchant's adoption of card specifications and the information transmitted to us by them. You understand and acknowledge that only transactions submitted to us for authorization are subject to Controls and that such Controls can only be enforced when the merchant provides sufficient information as part of their request for authorization for us to determine if it meets or exceeds the Controls that you have set. Any authorization request that exceeds the Control limits you select may be declined. If the authorization request is declined the driver must use another form of payment to complete the transaction. We are not liable on account of any merchant's refusal to honor the Card, regardless of the reason, whether or not you have established Controls for your cards or accounts.

The existence and/or use of Controls shall not affect your liability for unauthorized use of Cards. We reserve the right to modify Controls upon notice to you. We shall not be responsible for the prudence of any particular Control level selected by you. You agree that we are authorized to rely on such changes made by you or your authorized users.

7. State's Liability

Liability for State Agency Authorized Users shall be limited by the following:

Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the State shall hold Contractor harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of its officers or employees when acting within the course and scope of their employment.

8. Questions

For questions concerning these terms or the products described online please call the following number: 1-800-492-0669, or send inquiries to: WEX Inc., P.O. Box 639, Portland, ME 04104. Be sure to include your account number with all inquiries.



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

ANTHONY J. PICENTE JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

January 28, 2021

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

FN 20 21 - 057

PUBLIC WORKS

Dear County Executive Picente,

WAYS & MEANS

The enclosed lease between Oneida County and New Cingular Wireless PCS, LLC will allow New Cingular Wireless to use County transmission towers at one of four (4) separate locations. The anticipated outcome is to provide the necessary access to ensure continued compliance with current and future federal, state or local mandated transmission needs, including emergency 911 communication services. The term begins upon execution and continues for a period of five (5) years.

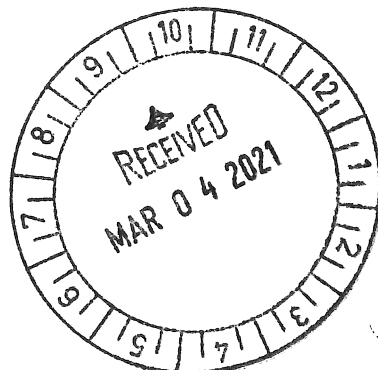
This lease is for the communication tower located at South Charles Street, Rome, and will allow the tenant to place their equipment at the site, construct, maintain, operate, repair, replace and upgrade its communication fixtures and all related equipment as needed. In return, New Cingular Wireless will reimburse Oneida County for the additional license fees to access the New York Interoperable Communications Consortium's LMR System. The fee for this tower location is \$64,750. The total for all four locations will be \$259,000.

Please consider the enclosed lease agreement for the aforementioned project. If it meets with your satisfaction, please forward to the Board of Legislators for consideration and approval at their next meeting.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



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

Anthony J. Picente, Jr.
 County Executive

Date 3-3-21

cc: File

Oneida Co. Department: Public Works – B&G

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New Cingular Wireless PCS, LLC
575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

Title of Activity or Service: Structure Lease Agreement – **Rome South**

Proposed Dates of Operation: Upon Execution – Expiration at end of 5th Year

Client Population/Number to be Served: Oneida County Residents

Mandated or non-mandated: Non-Mandated but approved by CE

Summary Statements

- 1) **Narrative Description of Proposed Services:** This lease allows the tenant to use the County’s facilities at one of four (4) locations for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment. The location for this agreement is 216 South Charles St., Rome, NY.
- 2) **Program/Service Objectives and Outcomes:** The expected outcome is to provide the access necessary for the tenant to ensure continued compliance with any current or future federal, state or local mandated application, including emergency 911 communication services.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$64,750.00 per location **Account # H-533**

Oneida County Dept. Funding Recommendation: \$64,750.00 per location (revenue)

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

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments: The amount shown above is reimbursement from the Tenant to the County to secure and add an ISSI license to the New York Interoperable Communications Consortium’s LMR system. The total value is \$259,000 for all four (4) locations.

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal place of business located at 800 Park Avenue, Utica, New York 13501 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company authorized to do business in the State of New York, having a mailing address of 575 Morosgo Drive, Suite 13-F, West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord leases that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 216 South Charles Street, Rome, NY 13440, in the County of Oneida (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties hereby agree as follows:

1. LEASE OF PREMISES. Landlord leases to Tenant:

(i) approximately two hundred fifty (250) square feet of ground space, including the air space above such ground space, as is more fully described on attached **Exhibit 1**, for the placement of Tenant's shelter/equipment pad/generator;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Structure, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises.**"

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property, at the Tenant's sole cost and expense; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or

future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its licensees and sub-licensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Prior to installation of any new equipment or antennas on the Premises, Tenant shall provide Landlord with engineering documentation illustrating the scope of the additional equipment and/or antennas to be installed. Such documentation shall include, but not be limited to, a structural analysis performed by a Licensed Professional Engineer of the Structure demonstrating that the Structure has sufficient capacity to support the proposed equipment/antennas and a radio frequency intermodulation analysis demonstrating that the proposed equipment will not cause harmful interference with the Landlord's radio communications equipment on the Structure. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations, with advance notice, including a description of the proposed alternations, in writing, to the Landlord.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date. Landlord shall use good faith efforts to obtain all requisite legislative and other parties' approvals to renew this Agreement upon the same terms and conditions set forth herein, except for monthly rent, which is detailed in Section 4 below.

(b) If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(c) The Initial Term and any Holdover Term are collectively referred to as the Term ("**Term**").

4. CONSIDERATION. Tenant has agreed to reimburse Landlord for the cost of securing and adding an Inter-Sub Site Interface ("**ISSI**") license to the New York Interoperable Communications Consortium's LMR system, the total cost of which is Two Hundred Fifty-Nine Thousand Dollars (\$259,000.00) ("**License Reimbursement**"). The scope of work being performed by Tenant with respect to the ISSI license is described on **Exhibit 3**, attached hereto and incorporated herein. Landlord and Tenant agree that the License Reimbursement shall serve as sufficient consideration for Tenant's Permitted Use of the Premises for the Term described herein, and also for Tenant's use of three (3) additional Landlord-controlled facilities, at the locations described below, for the terms described in their respective lease agreements. The portion of the License Reimbursement attributable to the Premises described herein is Sixty-Four Thousand, Seven Hundred Fifty Dollars (\$64,750.00) ("**Site Specific Payment**"). The Site Specific Payment shall be submitted to Landlord within thirty (30) days of full execution of this Agreement.

Site Name:	Utica College
1 Site Address:	1555 Burrstone Road
2 Municipality:	City of Utica
3 County:	Oneida

Site Name:	Oneida County Office Building
1 Site Address:	800 Park Ave
2 Municipality:	City of Utica
3 County:	Oneida

Site Name:	Griffiss Business Park
1 Site Address:	660 Hangar Road
2 Municipality:	City of Rome
3 County:	Oneida

In the event Landlord is able to secure the legislative and other approvals required to renew this Agreement and the lease agreements for the three (3) locations described above, Tenant's aggregate monthly rent for the four (4) properties shall be a total of One Thousand Six Hundred and 00/100 Dollars (\$1600.00) per month ("Rent") commencing on the first day of the renewal term, which amount shall escalate at a rate of two percent (2%) per year. In the event Landlord needs to have rent payments separated by location for accounting or other purposes, one quarter of the total Rent shall be allocated to each site.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, all at the Tenant's sole cost and expense.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured by endorsement as respects this Agreement on a primary and noncontributory basis with subrogation waived. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant, and such consent shall not be unreasonably withheld; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. **INTERFERENCE.**

(a) Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Such list is attached hereto as **Exhibit 2**. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will make every reasonable effort to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Specifically excluded the definition herein of "interference" are any operations, modifications, or improvements Landlord must perform or complete that are required to maintain and operate current or future emergency services communications networks.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that each of them are duly organized, validly existing and in good standing and have the right, power and authority to enter into this Agreement and bind themselves hereto through the party set forth as signatory for each party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from

subsurface or other contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Landlord's request, Tenant will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 4**.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and shall remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Tenant shall remove, at its cost, the Communication Facility within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and reasonable access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Landlord may permit Tenant, at Tenant's own cost and expense, to connect to Landlord's existing electric service. Authorization of said connection is at Landlord's discretion and all work shall require review and approval by Landlord. Tenant shall then pay Landlord a flat fee of \$400.00 per month for power usage or install an electrical sub-meter and pay actual cost of electricity consumed. At the end of each calendar year, if Tenant's flat fee does not cover the total power costs associated with the Communication Facility,

Landlord may request reimbursement for the overage. In such event, Landlord shall provide Tenant with the applicable usage data and copies of the utility invoices confirming the power charges attributable to Tenant's Communication Facility. Tenant shall submit reimbursement to Landlord within forty-five (45) days after receiving the usage data and invoices.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Landlord's or the service company's request, Tenant will execute a separate recordable easement evidencing this grant, at no cost to Landlord or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide reasonable Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to take all reasonable measures to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have any and all rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant may only assign this Agreement or sublease the Premises and its rights herein, in whole or in part, with Landlord's consent. Landlord shall not arbitrarily withhold such consent. Upon consent of Landlord to such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Notwithstanding the foregoing, Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate (defined in Section 24(i) below) or (b) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. With the exception of an Assignment under the conditions outlined above, no subleases or sub-tenancies will be permitted under this Agreement.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site Name: Rome South (NY)
Fixed Asset No.: 15173575
12 of 575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site Name: Rome South (NY)
Fixed Asset No.: 15173575
208 S. Akard Street
Dallas, TX 75202

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Oneida County Law Department
Attn: County Attorney
800 Park Avenue, 10th Floor
Utica, New York 13501

With a copy to: Oneida County Department of Emergency Services
Attn: Director of Emergency Services
120 Base Road
Oriskany, New York 13424

and

Oneida County Department of Public Works
Attn: Commissioner
5999 Judd Road
Oriskany, New York 13424

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, and business dislocation expenses.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the

date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, provided such removal does not interfere with the Landlord's or Landlord's other tenants' continuing operations.

21. TAXES.

(a) Landlord is a municipal corporation and therefore exempt from taxation in most circumstances. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. Tenant shall pay Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to request that the Landlord contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to request that the Landlord institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. In the event such a proceeding is instituted, Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to request that the Landlord contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(d) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord.

(e) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement,

Tenant shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes, Tenant shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site Name: Rome South (NY)
Fixed Asset No: 15173575
575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

(f) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the sub-leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) Landlord agrees not to sub-lease or use any areas of the Property or Surrounding Property for the future installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective sub-lessee shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from sub-leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Specifically excluded from the definition herein of installation, operation or maintenance of other wireless communications facilities are any operations, modifications, or improvements Landlord must perform or complete that are required to maintain and operate current or future emergency services communications networks.

(c) Landlord shall promptly notify Tenant of any and all assignments of this lease, and shall provide Tenant with documentation concerning any such assignments.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and Access obligations.

23. APPROVAL OF NECESSARY LEGISLATIVE BODIES.

(a) This Agreement is contingent upon approval by the Oneida County Board of Legislators, to be decided in their complete and absolute discretion.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 5**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon forty (40) business

days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's construction and use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's leasing and use of the Property and any improvements on the Property.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

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

(g) **Service of Process.** Tenant expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be sent to Tenant at the entity and address listed with the New York State Department of State for service of process as of the date of filing of such action.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

The County of Oneida

By: _____

Name: Anthony J. Picente, Jr.

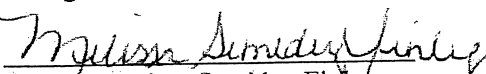
Oneida County Executive

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its Manager

By: 

Print Name: Melissa Semidey Finley

Its: Area Manager, Construction & Engineering

Date: 3/1/21

Approved:

Robert E Pronteau
Assistant County Attorney

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of NEW YORK)
) ss.:
County of ERIE)

On the 1st day of March in the year 2021 before me, the undersigned, personally appeared MELISSA SEMIDEY FINLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Amy E Giambanco
Notary Public

Printed Name: _____

My Commission Expires: _____

AMY E. GIAMBANCO
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01G16230146
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 11-01-2018 22

LANDLORD ACKNOWLEDGMENT

State of NEW YORK)
) ss.:
County of ONEIDA)

On the _____ day of _____ in the year _____ 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

INDEX OF EXHIBITS

Exhibit 1: Description of Property

Exhibit 2: Landlord Frequency List

Exhibit 3: Inter Sub Site Interface (ISSI)

Exhibit 4: Standard Access Letter

Exhibit 5: Memorandum of Lease

W-9 Form

EXHIBIT 1

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows on the attached drawings.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

PROJECT INFORMATION

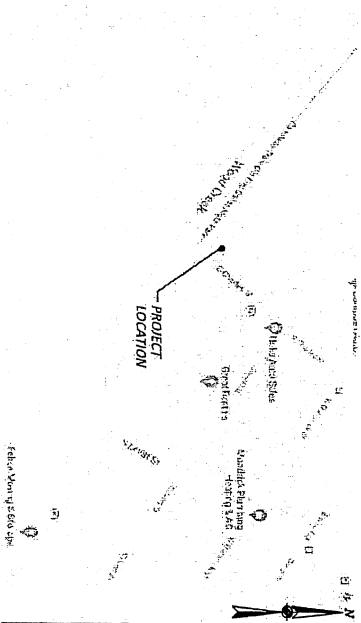
SCOPE OF WORK: TELECOMMUNICATIONS FACILITY
UPGRADE (NSB 2020)
SITE NAME: ROME SOUTH
SITE ID: -
PA NUMBER: 15173575
SITE ADDRESS: 216 SOUTH CHARLES STREET
ROME, NY 13440
ZONING JURISDICTION: AVE DEPARTMENT OF STATE
(FOR COUNTY)
COUNTY: ONEIDA
TAX MAP ID: 241.00-1-51
ZONING CODE: R2
TYPE OF SITE: COLLO/SELF SUPPORT TOWER
LATITUDE: 43° 13' 12.00" (43220022)
LONGITUDE: 75° 28' 54.85" (-75.481803)
GROUND ELEVATION: 436.7± AMSL
RAO CENTER: 130'-0"±
TOWER HEIGHT: 189'-10"±
GROUND SNOW LOAD: 60 PSF
ULTIMATE WIND SPEED: 100 MPH
SENSING CLASSIFICATION: B
IMPORTANCE FACTOR: 1
BUILDING CLASSIFICATION: B/S-2 (WC) - U (TOWER)
CONSTRUCTION TYPE: 2B
PROPERTY OWNER: ONEIDA COUNTY
216 SOUTH CHARLES STREET
ROME, NY 13440
TOWER OWNER: ONEIDA COUNTY DEPARTMENT OF
EMERGENCY SERVICES
UTILITY PROVIDER: NATIONAL GRID
FIBER PROVIDER: VERIZON
SCOPE OF WORK: (1) 7'-0" CSOT MOUNTS;
(2) 12 ANTENNAS (VS) RAILS;
(3) 12 ANTENNAS (VS) RAILS;
(4) DC POWER CABLES;
(5) DC POWER CABLES;
(6) FIBER RAILS; (1) ICE BRIDGE;
(7) MC SHELTER & (1) GENERATOR

PROJECT DIRECTORY

AAE / PROJECT MANAGER:
ROBERT THOMPSON (800) 814-2250
216 SOUTH CHARLES STREET
ROME, NY 13440
WEST BRIDGEAVENUE, MA 02379
APPlicant:
NATIONAL GRID
216 SOUTH CHARLES STREET
ROME, NY 13440
WEST BRIDGEAVENUE, NY 13057
OWNER:
ONEIDA COUNTY DEPARTMENT OF EMERGENCY SERVICES



SITE NUMBER: 15173575
SITE NAME: ROME SOUTH
PAGE ID: MRUNY1003013
PROJECT: NSB 2020



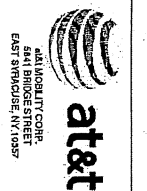
DIRECTIONS:
START OUT GOING SOUTHWEST ON BRIDGE ST TOWARD DEL DR. // TURN RIGHT ONTO ENE RD/AV-5. // TAKE THE N-385 E. RAMP TOWARD ROME/VERNON (PORTIONS TOLL). // TAKE THE N-385 E RAMP TOWARD ROME/VERNON (PORTIONS TOLL). // TAKE NY-385 E. // MERGE ONTO REVOLUTIONARY TRAIL/AV-59 W VA THE EXIT ON THE LEFT TOWARD DOWNTOWN ROME.

GENERAL NOTES:

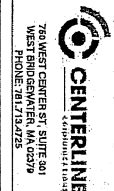
1. THIS DOCUMENT IS THE CREATOR, DESIGN, PROPERTY AND COPYRIGHTED WORK OF AT&T. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. REPLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSE OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.
2. THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSED BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SEWER SERVICE. THE FACILITY IS NOT GOVERNED BY REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.
3. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE A&T REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

DRAWING INDEX

NO.	DESCRIPTION	REV.	DATE
T-1	TITLE SHEET	5	12/23/20
GN-1	GENERAL NOTES	5	12/23/20
GN-2	GENERAL NOTES	5	12/23/20
SN-1	STRUCTURAL NOTES	5	12/23/20
A-1	SITE PLAN	5	12/23/20
A-2	COMPOUND PLAN	5	12/23/20
A-3	ANTENNA LAYOUT & ELEVATIONS	5	12/23/20
A-4	DETAILS	5	12/23/20
A-5	DETAILS	5	12/23/20
A-6	DETAILS	5	12/23/20
A-7	GENERATOR DETAILS	5	12/23/20
E-1	ELECTRICAL NOTES AND ONE-LINE DIAGRAM	5	12/23/20
G-2	GROUNDING DETAILS & NOTES	5	12/23/20
RP-1	RP PIPING DIAGRAM	5	12/23/20



4&T MOBILITY CORP.
5441 BRIDGE STREET
EAST SPYGLASS, NY 13057
PHONE: 813/134252

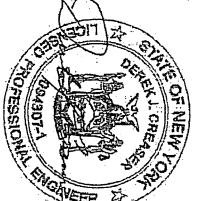


CENTERLINE
COMMUNICATIONS
780 WEST CENTER ST., SUITE 201
WEST BRIDGEAVENUE, MA 02379
PHONE: 781/732723

REVISIONS

NO.	DATE	DESCRIPTION
1	12/10/20	CONSTRUCTION REVISED
2	10/01/20	CONSTRUCTION REVISED
3	06/21/20	CONSTRUCTION REVISED
4	05/27/20	ISSUED FOR REVIEW

ISSUED BY: [Signature] APPROVED BY: [Signature]
TC: [Signature] DC: [Signature]



Call 811
Dig Safely, New York
Before You Dig

SITE NAME: ROME SOUTH
PA NUMBER: 15173575
SITE ADDRESS: 216 SOUTH CHARLES STREET
ROME, NY 13440
PROJECT TYPE: NSB 2020

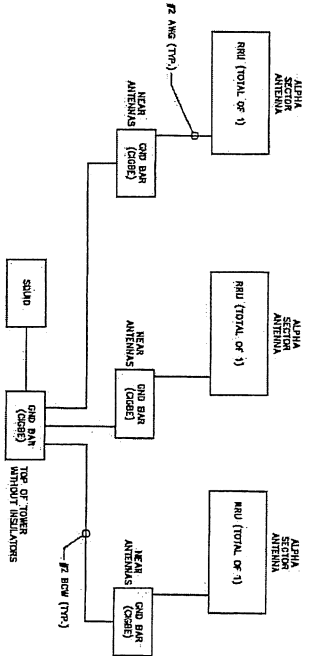
SHEET TITLE: TITLE SHEET
DRAWING #: T-1
REVISION #: 5

GROUNDING NOTES


1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LEARNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR SITE COMPLIANCE WITH THE NEC AS ADAPTED BY THE PROJECT ENGINEER AND THE CONTRACTOR SHALL PROVIDE PROTECTION CODE, AND GENERAL COMPLIANCE WITH TECHNICAL AND VA GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVISE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND ELECTRODE SYSTEMS INCLUDING:
 - a. TELECOMMUNICATIONS AND DATA NETWORKS, PROTECTION AND AC POWER (ECS) SHALL BE BOUND TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL REPORT IEEE TEST RESULTS TO THE ENGINEER. TESTING PER IEEE 1100 AND 81) FOR THE GROUNDING SYSTEM SHALL BE SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 3 OHMS OR LESS.
4. METAL WORKING SHALL NOT BE USED AS THE NEGATIVE CONDUCTOR. GROUNDING CONDUCTORS SHALL BE COPPER CONDUCTORS OR COPPER ALLOYED WITH AN ACCORDANCE WITH THE NEC. SHALL BE FINISHED AND INSTALLED WITH THE POWER CONDUITS TO HIS EQUIPMENT.
5. EACH RISER CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND Wires, 6 AWG STRANDED COPPER OR LARGER FOR BROADBAND RISERS 2 AWG STRANDED COPPER FOR VOIP/SD-WAN RISERS.
6. BOTHERING WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
7. APPROVED AIRBORNE CORROSION (IE, CORROSION RESISTANT) SHALL BE USED FOR ALL CONNECTIONS AND BONDING GROUND CONNECTIONS.
8. ICE BRIDGE BONDING CONDUCTORS SHALL BE ELECTRICALLY BONDING OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONNECTIONS.
10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDING TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
11. METAL CONDUIT SHALL BE MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH 6 AWG COPPER WIRE OR APPROVED GROUNDING-TYPE CONDUIT CLAMPS.
12. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING HAVING 20 FT. OR MORE OF 1/2 IN. OR GREATER ELECTRICALLY CONDUCTIVE REINFORCING STEEL MUST HAVE IT CONNECTION USING #2 WIRE STRANDED COPPER OR COPPER GROUND WIRE, PER NEC 250.50.

- COAX COLOR CODING AND IDENTIFICATION NOTES**
1. SECTOR ORIENTATION/HEIGHT WILL VARY FROM REGION TO REGION AND IS SITE SPECIFIC. REFER TO RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND FUNCTION OF EACH TOWER SECTOR FACE.
 2. THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE EXCEPT IN LOCATIONS WHERE ENVIRONMENTAL CONDITIONS CAUSE PHYSICAL DAMAGE. THE PHYSICAL TAGS ARE PREFERRED.
 3. THE STRAPPING IS BASED ON A COLORED TAPE-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 33 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR SUBCONTRACTOR ON SITE.
 4. USING COLOR BANDS ON THE CABLES, MARK ALL PER CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE MARKING COLOR CONVENTION TABLE."
 5. WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN GSM/CDMA AND IS-136/TDMA IS ENCOUNTERED, THE SUBCONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE NEW COLOR CODING SCHEME. THE EXISTING COLOR CODING SCHEME OR TAGGING SCHEME, OR WHEN INSTALLING PROPOSED COAXIAL CABLES, THE GUIDELINE SHALL BE IMPLEMENTED AT THE SITE REGARDLESS OF TECHNOLOGY.
 6. ALL COLOR CODE TYPE SHALL BE 3M-35 AND SHALL BE INSTALLED USING A MINIMUM OF 3 WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SI AS TO AVOID UNWELDING.
 7. ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE, AND SHOULD HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
 8. ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE TO SIDE.
 9. PER EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE GSM TECHNOLOGY. THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNCHANGED.
- CABLE MARKING TAGS**
- WHEN USING THE ALTERNATIVE LABELING METHOD, EACH RF CABLE SHALL BE IDENTIFIED WITH A METAL ID TAG MADE OF STAINLESS STEEL OR BRASS. THE TAG SHALL BE 1 1/2" IN DIAMETER WITH 1/4" STAMPED LETTERS AND NUMBERS INDICATING THE SECTOR, ANTENNA POSITION, AND CABLE NUMBER. THE ID MARKING SHALL BE 1/2" IN DIAMETER WITH 1/4" STAMPED LETTERS AND NUMBERS INDICATING THE SECTOR, ANTENNA POSITION, AND CABLE NUMBER. THE ID MARKING SHALL BE ATTACHED TO THE CABLE USING A WIRE TIE OR THE TAG SHOULD BE ATTACHED WITH CORROSION PROOF WIRE AROUND THE CABLE AT THE SAME LOCATION AS DEFINED ABOVE. THE TAG SHOULD BE LABELED AS SHOWN ON THE SEM, AND DURING THE TAGGING AND DURING THE TAGGING.


CABLE MARKING LOCATIONS TABLE	
1	LOCATIONS
1	EACH TOP JUMPER SHALL BE COLOR CODED WITH 1 SET OF 3" WIDE BANDS
2	EACH MAIN COAX SHALL BE COLOR CODED WITH 1 SET OF 3" WIDE BANDS
3	ALL BOTTOM JUMPS SHALL BE COLOR CODED WITH 1 SET OF 3" WIDE BANDS ON EACH END



SCHEMATIC DIAGRAM GROUNDING SYSTEM
N.T.S.




444 MOBILITY CORP.
EAST SPRINGFIELD, NY 13457



765 WEST CENTER ST. SUITE 301
WEST SPRINGFIELD, NY 13457
PHONE: 518.352.1525

REVISIONS

NO.	DATE	DESCRIPTION
1	12/23/20	CONSTRUCTION REVISED
2	11/27/20	CONSTRUCTION REVISED
3	10/01/20	CONSTRUCTION REVISED
4	08/27/20	CONSTRUCTION REVISED
5	06/19/20	ISSUED FOR CONSTRUCTION
6	05/27/20	ISSUED FOR REVIEW



STATE OF NEW YORK
N. T. S.
PROFESSIONAL ENGINEER
1349011-1

SHEET TITLE
GENERAL NOTES

DRAWING NO. GN-2

REVISIONS 5

SITE NAME: ROME SOUTH

PA NUMBER: 15175275

SITE ADDRESS: 216 SOUTH CHARLES STREET
ROME, NY 13440

PROJECT TYPE: NSB 2020

- STRUCTURAL NOTES:**
- DESIGN REQUIREMENTS ARE PER STATE BUILDING CODE AND APPLICABLE SUPPLEMENTS, INTERNATIONAL BUILDING CODE, ETC. ALL DIMENSIONS AND SPACINGS FOR STEEL REINFORCING BARS AND ANCHORS SUPERSEDE STRUCTURAL NOTES.
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION OF ANY REINFORCING AND ERECTORS OF RECORD. THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER OF RECORD, INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
 - STRUCTURAL STEEL SHALL CONFORM TO ASTM A992 (Fy=50 ksi), MISCELLANEOUS STEEL SHALL CONFORM TO ASTM A36 UNLESS OTHERWISE INDICATED.
 - STEEL PIPE SHALL CONFORM TO ASTM 1500 COOL-TREATED WELDED & SEAMLESS CARBON STEEL STRUCTURAL TUBING - GRADE B, OR ASTM A53 PIPE STEEL, BLACK AND HOT-DIPPED ZINC-COATED WELDED AND SEAMLESS TYPE E OR S, GRADE B. PIPE SIZES INDICATED ARE NOMINAL, ACTUAL OUTSIDE DIAMETER IS LARGER.
 - STRUCTURAL CONNECTION BOLTS SHALL BE HIGH STRENGTH BOLTS (BEARING TYPE) AND CONFORM TO ASTM A325 TYPE-X "HIGH STRENGTH BOLTS FOR STRUCTURAL JOINTS" INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS*. ALL BOLTS SHALL BE 3/4" DIA UNLESS NOTED.
 - ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A153 ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS*, UNLESS OTHERWISE NOTED.
 - ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE*, UNLESS OTHERWISE NOTED.
 - FIELD WELDS, DRILL HOLES, SAW CUTS AND ALL DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED WITH AN ORGANIC ZINC REPAIR PAINT COMPLYING WITH REQUIREMENTS OF ASTM A153. GALVANIZING REPAIR PAINT SHALL HAVE 95 PERCENT ZINC BY WEIGHT ZIPP BY APPLIED REPAIRING COMPANY. REPAIR SHALL BE MADE BY CRYSTALLINE COATING METHOD OF ORGANIC GALVANIZING REPAIR. COAT THICKNESS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE REPAIRING COMPANY'S TECHNICAL MANUAL. COATING THICKNESS SHALL BE MEASURED BETWEEN COATS) WITH A RESULTING COATING THICKNESS REQUIRED BY ASTM A153 OR A153 AS APPLICABLE.
 - CONTRACTOR SHALL VERIFY WELDING METHODS, APPEARANCE AND QUALITY OF WELDS, AND FOR METHODS USED IN CORRECTING WELDING. ALL WELDERS AND WELDING PROCESSES SHALL BE QUALIFIED IN ACCORDANCE WITH AWS STANDARD QUALIFICATION PROCEDURES*. ALL WELDING SHALL BE DONE USING EXXX ELECTRODES AND WELDING SHALL CONFORM TO AWS D11.1, WHERE FILED WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE 02.4 IN THE AWS STEEL CONSTRUCTION MANUAL, 1991 EDITION.
 - INCORRECTLY FABRICATED, DAMAGED OR OTHERWISE MARITIME OR NON-CORRECTING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE CONSTRUCTION MANAGER PRIOR TO PROCEEDING WITH THE ACTION. ANY SUCH ACTION SHALL REQUIRE CONSTRUCTION MANAGER APPROVAL.
 - UNUSUAL SHALL BE FORMER STEEL CHANNEL, STREET RAISING AS MANUFACTURED BY THE MANUFACTURER AND SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION, UNLESS OTHERWISE NOTED AND SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION, UNLESS OTHERWISE NOTED.
 - SPRAY ANCHOR ASSEMBLY SHALL CONSIST OF STAINLESS STEEL ANCHOR ROD WITH NUTS & WASHERS. ANCHOR ROD SHALL BE THE HIT-HIT HY-270 AND OR HY-200 SYSTEMS (AS SPECIFIED IN DWG), OR ENGINEERS APPROVED EQUAL.
 - EXPANSION BOLTS SHALL CONFORM TO FEDERAL SPECIFICATION FF-S-386, GROUP A, TYPE 4, WITH THE MANUFACTURER'S RECOMMENDATIONS.
 - LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION FOR WOOD CONSTRUCTION. ALL LUMBER SHALL BE FRESHLY MILLED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
 - WHERE ROOF RESTRICTIONS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT AND COORDINATE RELATED WORK WITH THE BUILDING OWNER AND THE EXISTING ROOF INSTALLER. ROOF SHALL BE WATERIGHT.
 - ALL FABRICATIONS USED ARE AS MANUFACTURED BY SINOCONCRETE COMPANY OF BRISTOL, VA 24203. ALL DESIGN CRITERIA FOR THESE MEMBERS IS BASED ON INFORMATION PROVIDED IN THE DESIGN MANUAL. ALL REQUIREMENTS PUBLISHED IN SAID MANUAL MUST BE STRICTLY ADHERED TO.
 - NO MATERIALS TO BE ORDERED AND NO WORK TO BE COMPLETED UNTL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED IN WRITING.
 - SUBCONTRACTOR SHALL FIREPROOF ALL STEEL TO PRE-EXISTING CONDITIONS.

SPECIAL INSPECTIONS (REFERENCE IBC CHAPTER 17):

DEFINITE WHERE APPLICATION IS MADE FOR CONSTRUCTION, THE OWNER OR THE REGISTERED DESIGN PROFESSIONAL, IN RESPONSIBLE CHARGE OF THE WORK, SHALL BE RESPONSIBLE FOR THE SPECIAL INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF WORK LISTED IN THE INSPECTION CHECKLIST ABOVE.

THE REGISTERED DESIGN PROFESSIONAL, IN RESPONSIBLE CHARGE AND ENGINEERS OF RECORD INVOLVED IN THE DESIGN OF THE WORK, SHALL BE RESPONSIBLE FOR THE WORK DESIGNED BY THEM, PROVIDED THOSE PERSONNEL MEET THE QUALIFICATION REQUIREMENTS.

STATEMENT OF SPECIAL INSPECTIONS: THE APPLICANT SHALL SIGN A STATEMENT OF SPECIAL INSPECTIONS PREPARED BY THE REGISTERED DESIGN PROFESSIONAL, IN RESPONSIBLE CHARGE IN ACCORDANCE WITH SECTION 1705.

REPORT REQUIREMENT: SPECIAL INSPECTIONS SHALL KEEP RECORDS OF INSPECTIONS. THE SPECIAL INSPECTOR SHALL FINISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. REPORTS SHALL INDICATE THAT WORK INSPECTED WAS OR WAS NOT COMPLETED IN ACCORDANCE TO APPROVED CONSTRUCTION DOCUMENTS. OBSERVATIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE REGISTERED DESIGN PROFESSIONAL AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS SHALL BE SUBMITTED.

SPECIAL INSPECTION CHECKLIST

BEFORE CONSTRUCTION	DURING CONSTRUCTION
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING BY ENGINEER OF RECORD	REPORT PER
N/A	ENGINEER OF RECORD APPROVED SHOP DRAWINGS ¹
N/A	REVIEW SPECS/NOTES
N/A	FABRICATION JOE INSPECTION
N/A	PACKING SLIPS ³
ADDITIONAL TESTING AND INSPECTIONS:	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT PER
REQUIRED	STEEL INSPECTIONS
N/A	HIGH WIND ZONE INSPECTIONS ⁴
REQUIRED	FOUNDATION INSPECTIONS
N/A	CONCRETE COMP. STRENGTH, SLUMP TESTS AND PLACEMENT
N/A	POST INSTALLED ANCHOR
N/A	GRID VIBRATION
N/A	EXTRINSIC JET AND DENSITY
N/A	ON SITE CO2 GALVANIZING VERIFICATION
N/A	GLY WIRE TENSION REPORT
ADDITIONAL TESTING AND INSPECTIONS:	
AFTER CONSTRUCTION	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT PER
REQUIRED	NO REPAIRATION/REWORK REQUIRED OR RECORD DRAWINGS ⁵
N/A	POST INSTALLED ANCHOR
REQUIRED	FULL-COURT TESTING
ADDITIONAL TESTING AND INSPECTIONS:	

- NOTES:**
- REQUIRED FOR ALL NEW SHOP FABRICATED RIP OR STEEL BOLTS ON STEEL. VERIFICATION REQUIRED IF HIGH STRENGTH BOLTS BY GENERAL CONTRACTOR, PRIOR TO MATERIALS.
 - PROVIDED BY GENERAL CONTRACTOR, RESERVED IF HIGH STRENGTH BOLTS INSPECT DRAWING OF WALLS ANCHORING.
 - FASTENING SCHEDULE AND ANCHORS SHALL HAVE BEEN TESTED IN ACCORDANCE WITH ACI 308.4 AND 10C-85.
 - AS PER ACI 308.4, CONCRETE SHALL BE TESTED AND REPORTED BY THE CONTRACTOR. REPORTING SHALL BE BASED ON ACI 308.4. TESTS SHALL BE CONDUCTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND REPORTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND REPORTING.
 - FASTENING SCHEDULE AND ANCHORS SHALL HAVE BEEN TESTED IN ACCORDANCE WITH ACI 308.4 AND 10C-85.

NOTES:

- ALL CONNECTIONS TO BE SHOP WELDED & FIELD BOLTED.
- USE 3/4" X 10 1/2" X 3/8" BOLTS, UNLESS OTHERWISE NOTED.
- BEFORE COUSING MATERIAL.
- SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED.
- VERIFICATION OF EXISTING ROOF CONSTRUCTION IS REQUIRED PRIOR TO THE INSTALLATION OF THE ROOF.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND REPORTING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND REPORTING.
- EXISTING BRICK MASONRY COLUMNS/BEAMS TO BE REPAIRED/REPLACED AT ALL PROPOSED PLAYERS.
- EXISTING POINTS ENGINEER OF RECORD TO REVIEW AND APPROVE.

STATE OF NEW YORK
 DEPARTMENT OF STATE
 DIVISION OF PROFESSIONAL ENGINEERS

REGISTERED BY: [Signature] APPROVED BY: [Signature]
 TITLE: [Blank] DC: [Blank]

REVISIONS

5	12/25/24	CONSTRUCTION REVISED
4	12/19/24	CONSTRUCTION REVISED
3	10/01/24	CONSTRUCTION REVISED
2	06/21/24	CONSTRUCTION REVISED
1	06/15/24	ISSUED FOR CONSTRUCTION
0	05/27/24	ISSUED FOR REVIEW

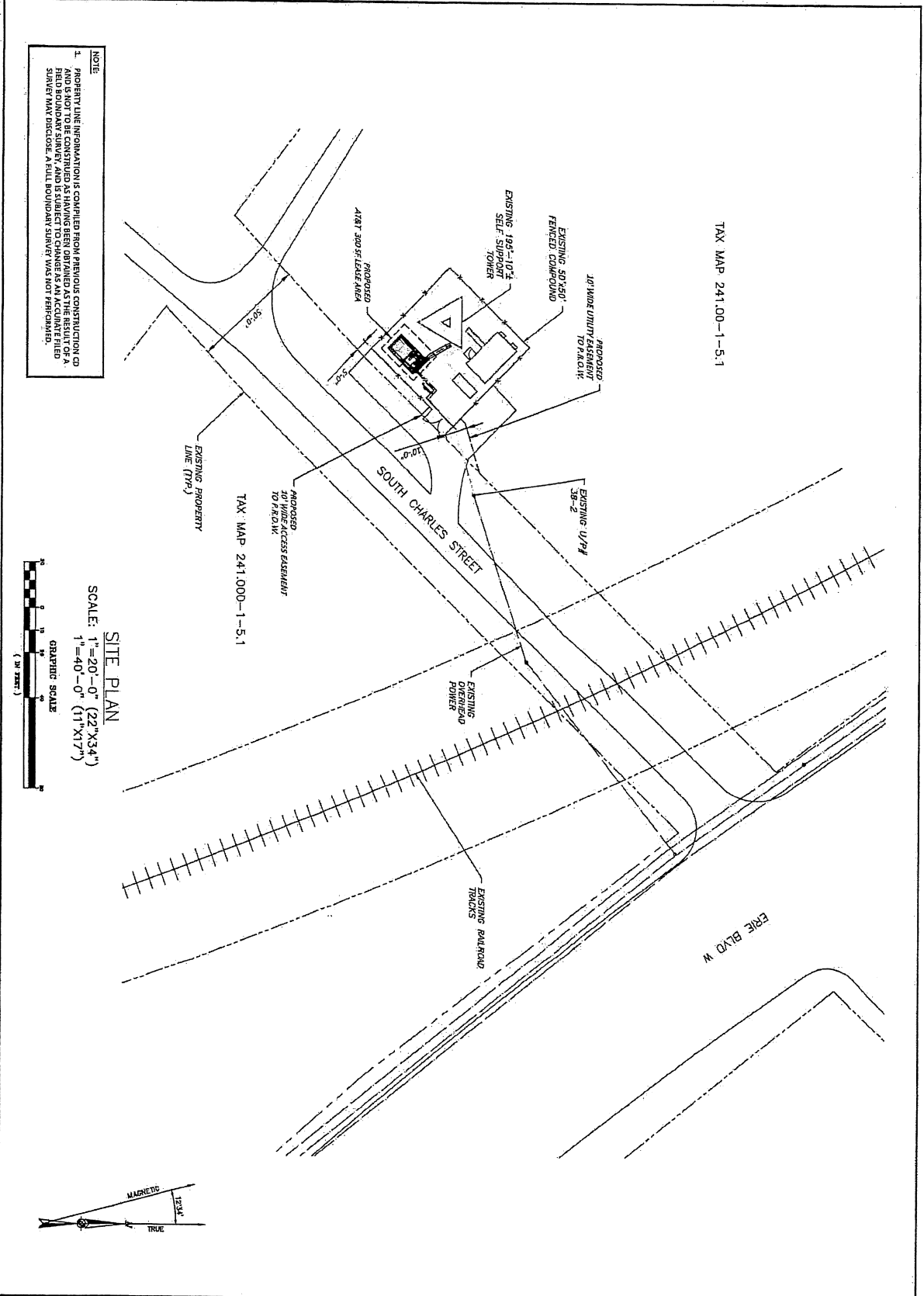
DATE: [Blank]

PROJECT TITLE: STRUCTURAL NOTES
 DRAWING #: SN-1
 REVISION: 5

at&t
 A&T QUALITY CORP.
 EAST SYRACUSE, NY 13207

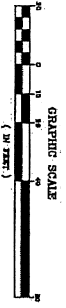
CENTERLINE
 700 WEST CENTER ST. SUITE 301
 WEST SYRACUSE, NY 13208
 PHONE: 315.437.4752

15715175
 218 SOUTH CHARLES STREET
 HOME, NY 13440
 NSB 2020





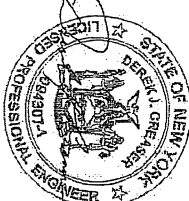
TAX: MAP 241.000-1-5.1

NOTE
 1. PROPERTY LINE INFORMATION OBTAINED FROM PREVIOUS CONSTRUCTION AND IS NOT TO BE CONSIDERED A SURVEY. FIELD BOUNDARY SURVEY AND IS SUBJECT TO CHANGE AS AN ACCURATE FIELD SURVEY MAY DISCLOSE. A FULL BOUNDARY SURVEY WAS NOT PERFORMED.



SITE PLAN
 SCALE: 1"=20'-0" (22"x34")
 1"=40'-0" (11"x17")



 A&M MOBILITY CORP. 841 BRIDGE STREET EAST SPRINGFIELD, MA 01107		 720 WEST CENTER ST., SUITE 201 WEST BRIDGEWATER, MA 02781 PHONE: 781/724-1720																						
<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>05/27/24</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>1</td> <td>06/19/24</td> <td>ISSUED FOR CONSTRUCTION</td> </tr> <tr> <td>2</td> <td>06/27/24</td> <td>CONSTRUCTION REVISION</td> </tr> <tr> <td>3</td> <td>10/07/24</td> <td>CONSTRUCTION REVISION</td> </tr> <tr> <td>4</td> <td>12/02/24</td> <td>CONSTRUCTION REVISION</td> </tr> <tr> <td>5</td> <td>12/23/24</td> <td>CONSTRUCTION REVISION</td> </tr> </tbody> </table>				NO.	DATE	DESCRIPTION	0	05/27/24	ISSUED FOR REVIEW	1	06/19/24	ISSUED FOR CONSTRUCTION	2	06/27/24	CONSTRUCTION REVISION	3	10/07/24	CONSTRUCTION REVISION	4	12/02/24	CONSTRUCTION REVISION	5	12/23/24	CONSTRUCTION REVISION
NO.	DATE	DESCRIPTION																						
0	05/27/24	ISSUED FOR REVIEW																						
1	06/19/24	ISSUED FOR CONSTRUCTION																						
2	06/27/24	CONSTRUCTION REVISION																						
3	10/07/24	CONSTRUCTION REVISION																						
4	12/02/24	CONSTRUCTION REVISION																						
5	12/23/24	CONSTRUCTION REVISION																						
ORDERED BY: _____ TO: _____		APPROVED BY: _____ DC																						
																								
<table border="1"> <tr> <td>SITE NAME</td> <td>ROUPE SOUTH</td> </tr> <tr> <td>7A NUMBER</td> <td>181725775</td> </tr> <tr> <td>SITE ADDRESS</td> <td>216 SOUTH CHARLES STREET ROUPE, NY 13440</td> </tr> <tr> <td>PROJECT TYPE</td> <td>NB9 2020</td> </tr> </table>				SITE NAME	ROUPE SOUTH	7A NUMBER	181725775	SITE ADDRESS	216 SOUTH CHARLES STREET ROUPE, NY 13440	PROJECT TYPE	NB9 2020													
SITE NAME	ROUPE SOUTH																							
7A NUMBER	181725775																							
SITE ADDRESS	216 SOUTH CHARLES STREET ROUPE, NY 13440																							
PROJECT TYPE	NB9 2020																							
SHEET TITLE: SITE PLAN		DRAWING # A-1 REVISION: 5																						

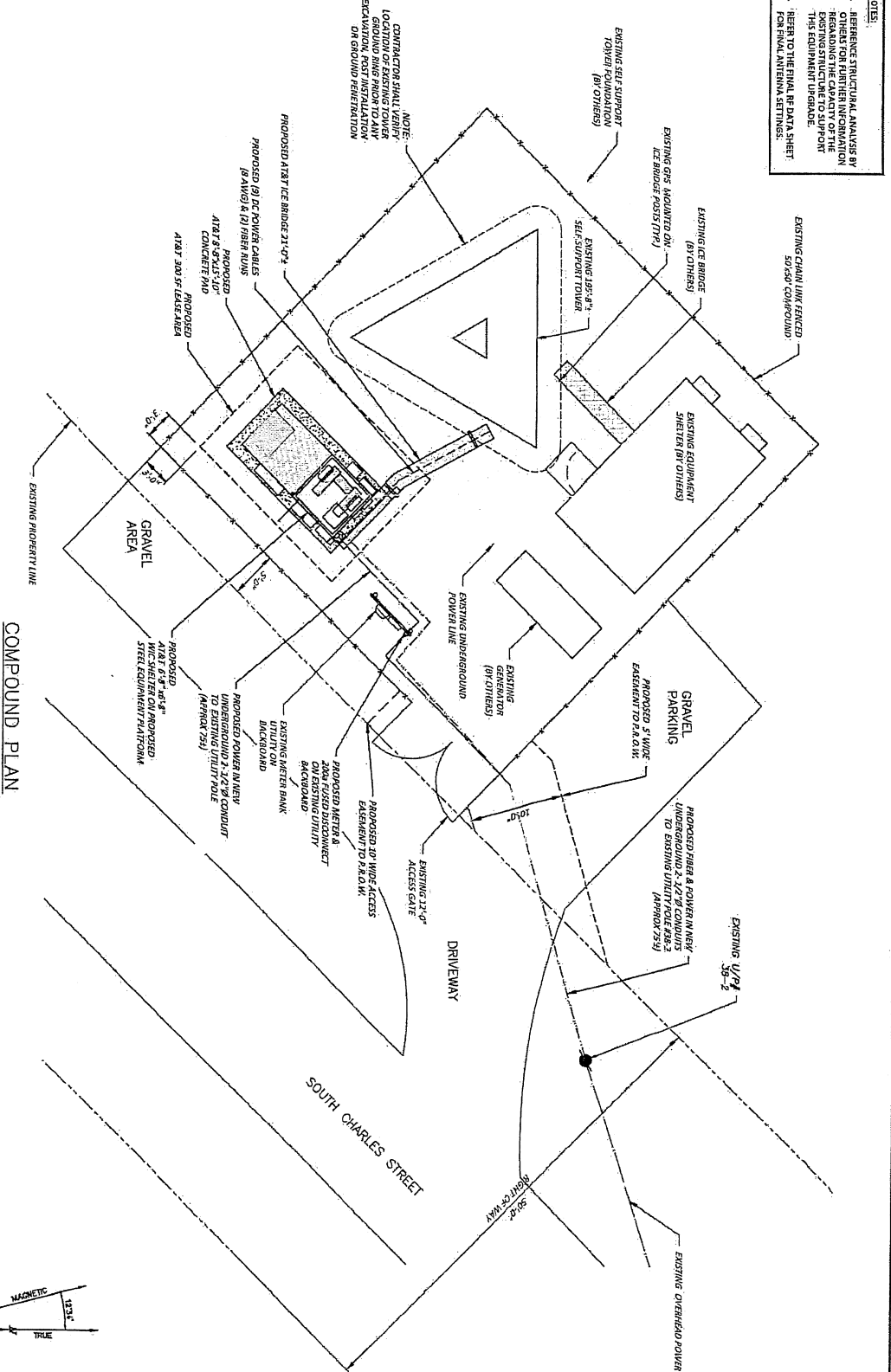
- NOTES:**
1. REFER TO STRUCTURAL ANALYSIS BY OTHERS FOR FURTHER INFORMATION REGARDING THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL RE-DATE SHEET FOR FINAL ANTENNA SETTINGS.


NOTE:

1. PROPERTY LINE INFORMATION IS COMPILER FROM PREVIOUS CONSTRUCTION CD AND IS NOT TO BE CONSIDERED AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD BOUNDARY SURVEY, AND IS SUBJECT TO CHANGE AS AN ACCURATE FIELD SURVEY MAY DISCLOSE A TOLL BOUNDARY SOWER WAS NOT REFINISHED.


SCALE: 3/16" = 1'-0" (22"X34")
 3/32" = 1'-0" (11"X17")

GRAPHIC SCALE
 (IN FEET)





ATA MOBILITY CORP.
 681 MADISON STREET
 EAST BRIDGEVIEW, NY 11537

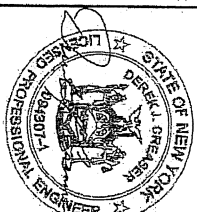


760 WEST CENTER ST, SUITE 301
 WEST BRIDGEVIEW, MA 02799
 LICENSE 13113329

REVISIONS

5	12/23/20	CONSTRUCTION REVISED
4	12/10/20	CONSTRUCTION REVISED
3	10/01/20	CONSTRUCTION REVISED
2	08/21/20	CONSTRUCTION REVISED
1	05/19/20	ISSUED FOR CONSTRUCTION
0	05/27/20	ISSUED FOR REVIEW
NO. DATE	DESCRIPTION	

REGISTERED PROFESSIONAL ENGINEER



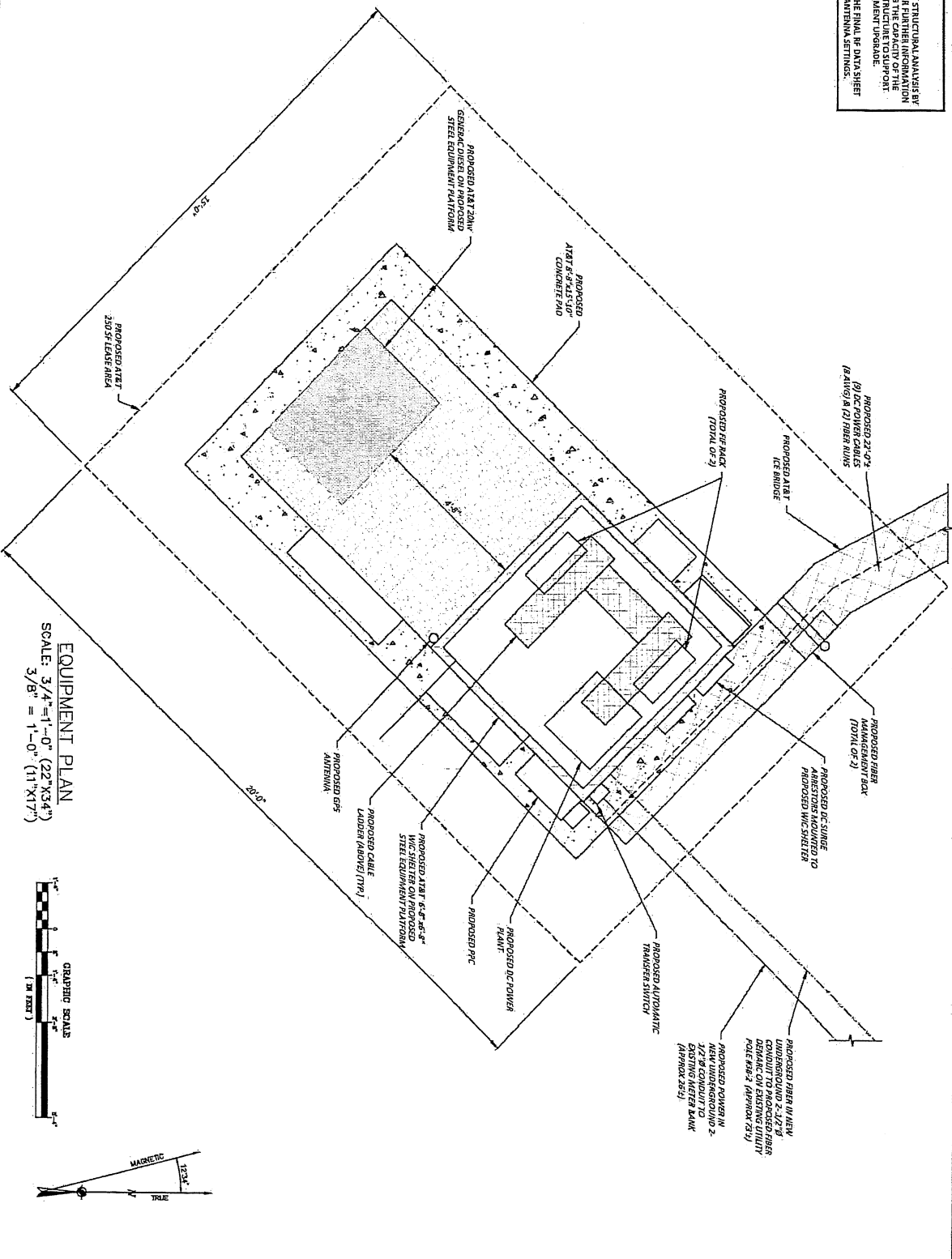
DEREK J. GREENER
 LICENSE NO. 094901-1

SHEET TITLE: COMPOUND PLAN

DRAWING #: A-2

REVISION: 5

- NOTES:**
1. REFER TO STRUCTURAL ANALYSIS BY [REDACTED] FOR DETAILS REGARDING THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.

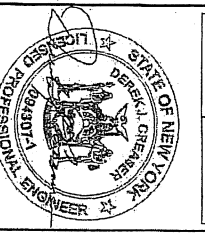


EQUIPMENT PLAN
 SCALE: 3/4"=1'-0" (22"x34")
 3/8" = 1'-0" (11"x17")



SHEET TITLE	
EQUIPMENT PLAN	
DRAWING #	REVISION #
A-3	5

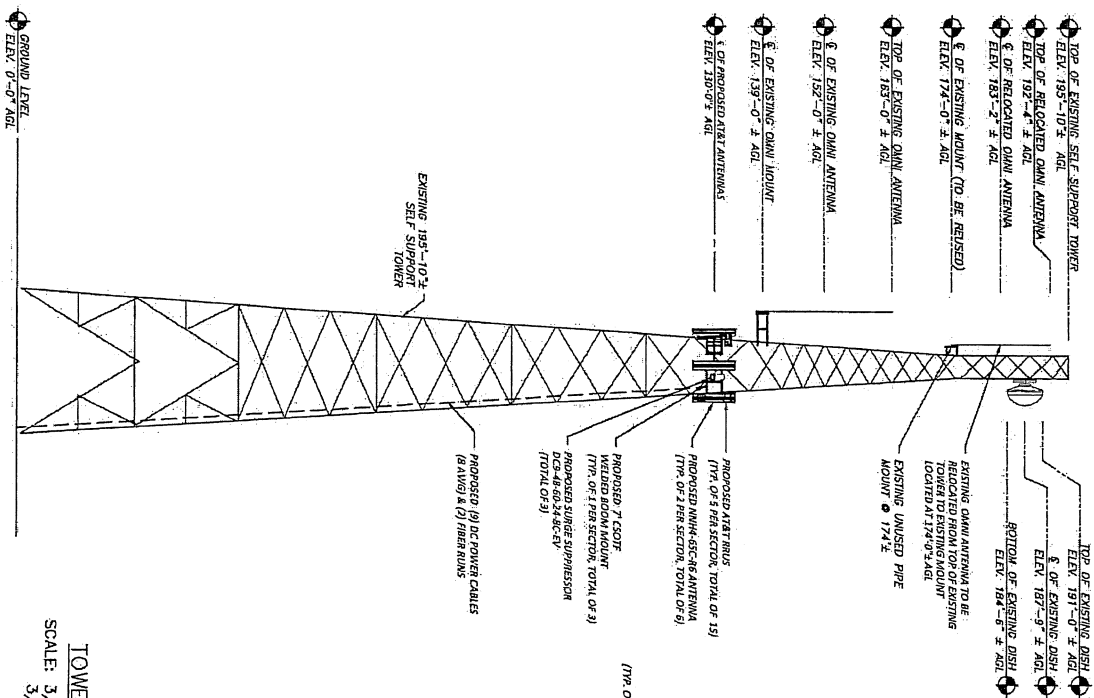
SITE NAME:	ROWE SOUTH
FA NUMBER:	15172575
SITE ADDRESS:	216 SOUTH CHARLES STREET ROSEL, N.J. 07068
PROJECT TYPE:	NSR 2020



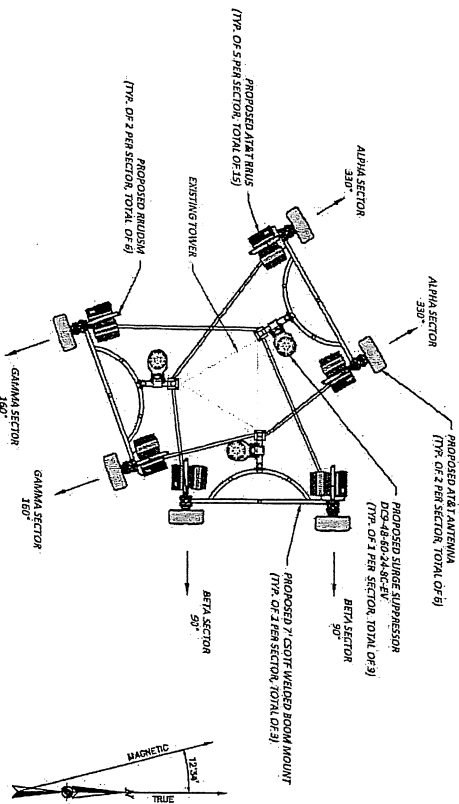
NO	DATE	DESCRIPTION
1	08/21/20	ISSUED FOR CONSTRUCTION
2	08/21/20	ISSUED FOR REVIEW
3	10/01/20	CONSTRUCTION REVISED
4	12/10/20	CONSTRUCTION REVISED
5	12/23/20	CONSTRUCTION REVISED

CENTERLINE
 750 WEST CENTER ST. SUITE 301
 WESTFIELD, NJ 07090
 PHONE: 973.719.4725

at&t
 A&T MOULTON CORP.
 EAST SPRINGFIELD, NJ 0857

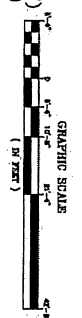


- NOTES:**
1. REFERENCE STRUCTURAL ANALYSIS BY [redacted] REGARDING THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.
 3. EXISTING CONDITIONS TO BE FIELD VERIFIED PRIOR TO ANY WORK.



PROPOSED ANTENNA CONFIGURATION
SCALE: NT:5

TOWER ELEVATION
SCALE: 3/32"=1'-0" (22"X34")
3/64"=1'-0" (11"X17")



GROUND LEVEL
ELEV. 0'-0" AGL

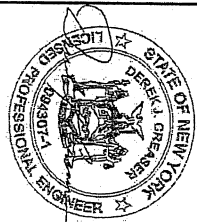


441 MOBILITY CORP.
100 WEST CENTER ST. SUITE 501
WEST BRIDGE, NY 13487
PHONE: 712.134.2725



7150 WEST CENTER ST. SUITE 501
WEST BRIDGE, NY 13487
PHONE: 712.134.2725

NO.	DATE	DESCRIPTION	DESIGNED BY	APPROVED BY
3	12/22/20	CONSTRUCTION REVISED		
4	12/10/20	CONSTRUCTION REVISED		
3	10/20/20	CONSTRUCTION REVISED		
2	8/21/20	CONSTRUCTION REVISED		
1	8/25/20	ISSUED FOR CONSTRUCTION		
0	10/21/19	ISSUED FOR REVIEW		



STATE OF NEW YORK
COUNTY OF [redacted]

SHEET TITLE: ANTENNA LAYOUT & ELEVATIONS
DRAWING #: A-4
REVISION: 5

SITE NAME: ROLFE SOUTH
F.A. NUMBER: 15172575
SITE ADDRESS: 218 SOUTH CHARLES STREET
ROCKY, NY 13440
PROJECT TIME: NSB 2020

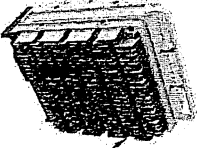
ANTENNA SCHEDULE

SECTOR	EXISTING/ PROPOSED	BAND	ANTENNA	SIZE (INCHES) (L x W x H)	ANTENNA HEIGHT	AZIMUTH	TWR/ DIRECTION	RRU	SIZE (INCHES) (L x W x H)	FEEDER	RAYCAP
A1	PROPOSED	-	NH14-05C-38N17	98.0X20.0X9.0	±130'	330°	-	(P) (1) 4415 B50 RRU (P) (1) 4415 B50 RRU	18.0X13.0X1.0 15.0X13.0X1.0	(P) (3) DC POWER (1)	(P) (1) RAYCAP DC9-48-00-24-8C-EV
A2	-	-	-	-	-	-	-	-	-	-	-
A3	-	-	-	-	-	-	-	-	-	-	-
A4	PROPOSED	-	NH14-05C-38N17	98.0X20.0X9.0	±130'	330°	-	(P) (1) 4415 B50 RRU (P) (1) 4415 B50 RRU (P) (1) 4415 B50 RRU	17.0X13.0X1.0 15.0X13.0X1.0 15.0X13.0X1.0	-	(P) (1) RAYCAP DC9-48-00-24-8C-EV
B1	PROPOSED	-	NH14-05C-38N17	98.0X20.0X9.0	±130'	330°	-	(P) (1) 4415 B50 RRU (P) (1) 4415 B50 RRU	16.0X13.0X1.0 16.0X13.0X1.0	-	-
B2	-	-	-	-	-	-	-	-	-	(P) (3) DC POWER (1)	-
B3	-	-	-	-	-	-	-	-	-	-	-
B4	PROPOSED	-	NH14-05C-38N17	98.0X20.0X9.0	±130'	330°	-	(P) (1) 4415 B50 RRU (P) (1) 4415 B50 RRU (P) (1) 4415 B50 RRU	17.0X13.0X1.0 15.0X13.0X1.0 15.0X13.0X1.0	-	(P) (1) RAYCAP DC9-48-00-24-8C-EV
C1	PROPOSED	-	NH14-05C-38N17	98.0X20.0X9.0	±130'	330°	-	(P) (1) 4415 B50 RRU (P) (1) 4415 B50 RRU	16.0X13.0X1.0 16.0X13.0X1.0	-	-
C2	-	-	-	-	-	-	-	-	-	(P) (3) DC POWER	-
C3	-	-	-	-	-	-	-	-	-	-	-
C4	PROPOSED	-	NH14-05C-38N17	98.0X20.0X9.0	±130'	330°	-	(P) (1) 4415 B50 RRU (P) (1) 4415 B50 RRU (P) (1) 4415 B50 RRU	17.0X13.0X1.0 15.0X13.0X1.0 15.0X13.0X1.0	-	(P) (1) RAYCAP DC9-48-00-24-8C-EV

RRU CHART

QUANTITY	MODEL	L	W	D
3(P)	4470 B14 RRU	18.1"	13.4"	8.3"
3(P)	4440 B5/212 RRU	15.0"	13.2"	10.4"
3(P)	4415 B50 RRU	16.5"	13.4"	5.9"
3(P)	4415 B50 RRU	16.5"	13.4"	5.9"
3(P)	B515 B2/280A RRU	14.9"	13.2"	10.9"

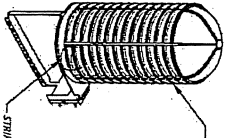
- NOTES:**
- REFERENCE STRUCTURAL ANALYSIS BY OTHERS FOR FURTHER INFORMATION REGARDING THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THIS EQUIPMENT UPGRADE.
 - REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.



REFER TO THE FINAL RF DATA SHEET FOR THE PROPOSED RRU MODEL, QUANTITY AND DIMENSIONS.

NOTE: MOUNT PER MANUFACTURER'S SPECIFICATIONS.

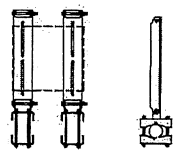
RRU DETAIL
N.T.S.



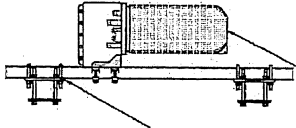
PROPOSED EXISTING SURGE SUPPRESSOR MODEL NUMBER: DC9-48-00-24-8C-EV DIMENSIONS: L: 7.5" W: 2.4" H: 4.0"

NOTE: MOUNT PER MANUFACTURER'S SPECIFICATIONS.

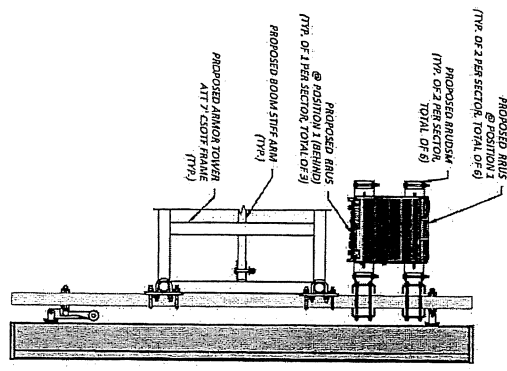
DC SURGE SUPPRESSOR DETAIL
N.T.S.



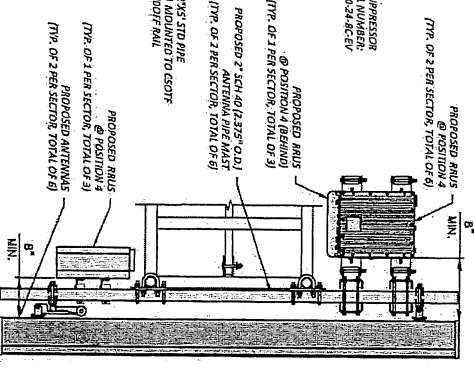
BACK TO BACK SURGE ARRESTOR MOUNTING DETAIL
N.T.S.



SURGE ARRESTOR MOUNTING DETAIL
N.T.S.



ANTENNA & RRU MOUNTING DETAIL
N.T.S.



ANTENNA & RRU MOUNTING DETAIL
N.T.S.

at&t
MANHATTAN CORP.
EAST SPRINGFIELD, NY 13527
PHONE: 518.715.4725

CENTERLINE
755 WEST CENTERS ST. SUITE 301
VALHALL, NY 12585
PHONE: 518.715.4725

REVISIONS

5	12/23/20	CONSTRUCTION REVISED.
4	12/10/20	CONSTRUCTION REVISED.
3	10/01/20	CONSTRUCTION REVISED.
2	08/21/20	CONSTRUCTION REVISED.
1	07/25/20	ISSUED FOR CONSTRUCTION.
0	09/27/20	ISSUED FOR REVIEW.

NO. DATE DESCRIPTION

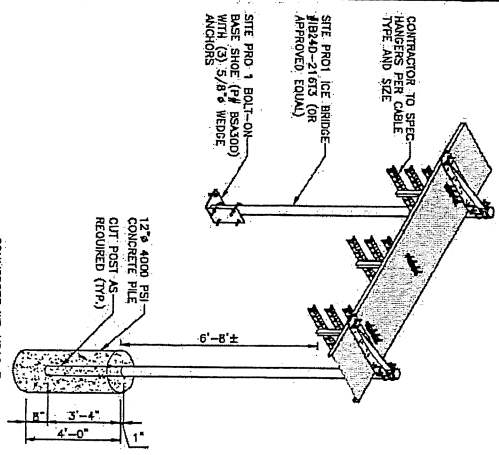
STATE OF NEW YORK
DEBRA S. GREER
169,917-1
LICENSED PROFESSIONAL ENGINEER

PROJECT INFORMATION

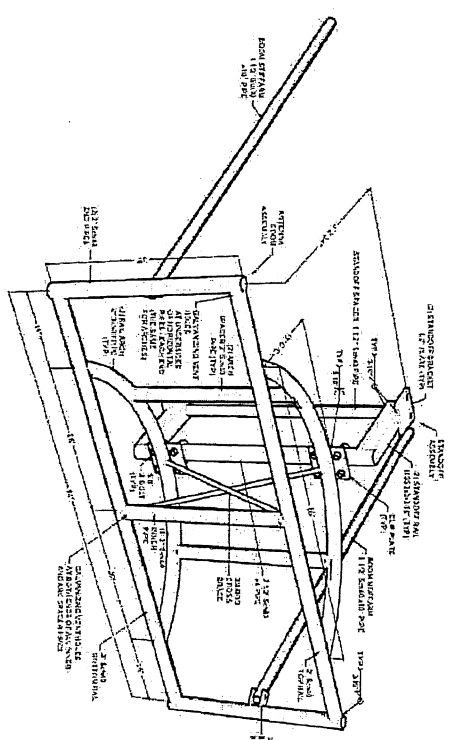
SHEET TITLE: DETAILS
DYNAMIC #: A-5
REVISION: 5

PROJECT TYPE: NSB 2020

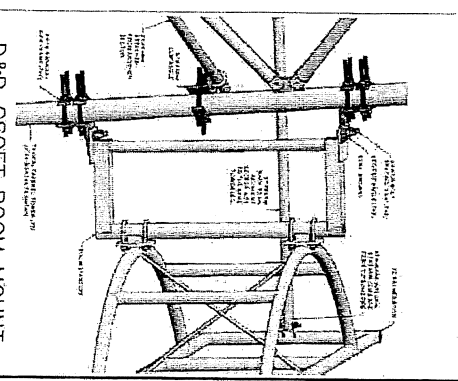
SITE NAME: RONE SOLITH
SITE NUMBER: 19173575
SITE ADDRESS: 218 SOUTH CHARLES STREET
ROCKY HILL, IN 47840



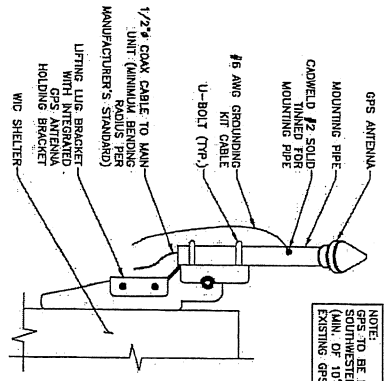
ICE BRIDGE DETAIL
N.T.S.



D&D CSOFT BOOM MOUNT DETAIL
N.T.S.



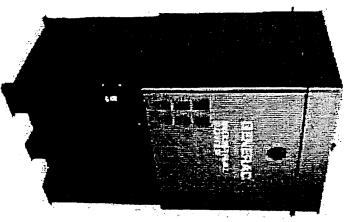
D&D CSOFT BOOM MOUNT CONNECTION DETAIL
N.T.S.



GPS MOUNTING DETAIL
N.T.S.

NOTE: GPS TO BE MOUNTED WITH SOUTHWESTERN EXPOSURE (MIN. OF 10' AWAY FROM EXISTING GPS ANTENNA)

20 KW GENERATOR SPECS	
MODEL	1007098-0
MANF.	GENERAC
HEIGHT	90.0"
WIDTH	38.0"
LENGTH	48.0"



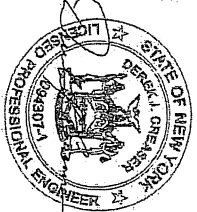
GENERATOR DETAIL
N.T.S.

at&t
AMBULITY CORP.
8541 BRIDGE STREET
EAST RIVINGTON, NY 10927
PHONE: 845.232.4123

CENTERLINE
750 WEST CENTER ST. SUITE 301
WEST BINGHAMTON, NY 13299
PHONE: 607.733.4123

NO.	DATE	DESCRIPTION
5	12/23/24	CONSTRUCTION REVISED
4	12/10/24	CONSTRUCTION REVISED
3	10/07/24	CONSTRUCTION REVISED
2	08/21/24	CONSTRUCTION REVISED
1	06/15/24	ISSUED FOR CONSTRUCTION
0	05/27/24	ISSUED FOR REVIEW

DESIGNED BY: APPROVED BY: DC



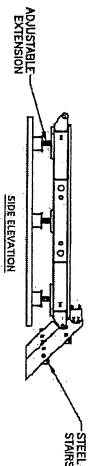
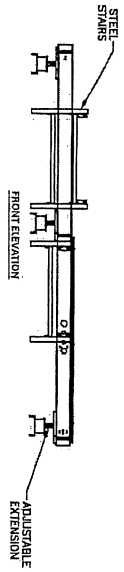
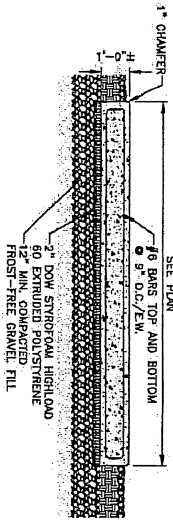
10. If a portion of this plan has been prepared under contract and if the contract contains any provision which forbids the disclosure of the contents hereof, delete the entire contents of this plan.

SITE NAME: ROME SOUTH
 F.A. NUMBER: 19172575
 SITE ADDRESS: 216 SOUTH CHARLES STREET, ROME, NY 13440
 PROJECT TYPE: NSB 2020

SHEET TITLE: DETAIL S
 DRAWING #: A-6
 REVISION: 5

FOUNDATION NOTES & CONCRETE SPECIFICATIONS:

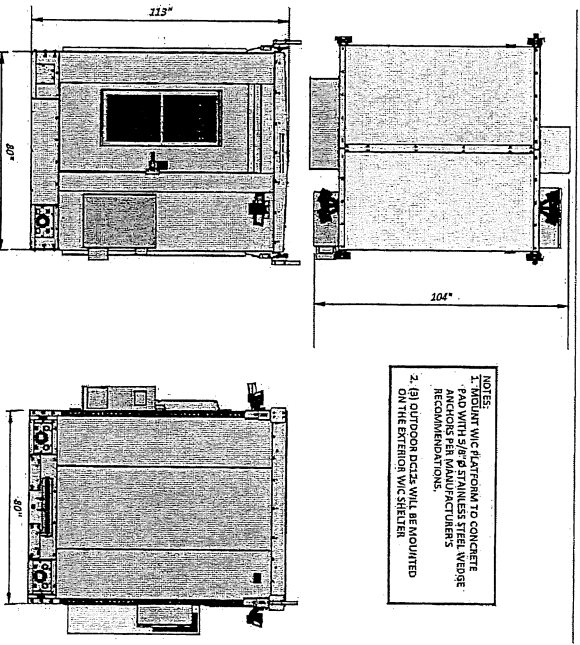
1. FOUNDATION AREA SHALL BE EXCAVATED TO THE DEPTH AND DIMENSIONS SHOWN ON THE PLANS. EXISTING LEGS AND ALL OTHER EXISTING STRUCTURE SHALL BE REMOVED TO THE PROPOSED FOUNDATION OFF-SITE. THE SUBGRADE SHALL BE ROLLED WITH A 1-TON VIBRATORY WALK-BEHIND ROLLER AT A SPEED OF LESS THAN 2 FPS, 8 PASSES MINIMUM, TO PROVIDE UNWELDING SURFACE.
2. UNDERCUT SOFT OR "WEAVING" AREAS A MINIMUM OF 12 INCHES DEEP, BACKFILL UNDERCUT AREA WITH FILL MEETING THE SPECIFICATIONS OF STRUCTURAL FILL.
3. CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (7.0-4000 psi, CONCRETE TO BE AIR ENTRAINED, DESIRED AIR CONTENT TO BE .5% (PLUS OR MINUS .2%)
4. REINFORCING BAR TO BE ASTM A615 GRADE 60.
5. WELDED WIRE FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A92. WELDS FOR FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A92.
6. COORDINATE WITH MANUFACTURER OF PREPARED SHELTER FOR LOCATION OF ATTACHMENTS TO BASE SLAB.
7. ALL REINFORCING TO HAVE MINIMUM CONCRETE COVER PER ACI SPECIFICATIONS.
8. ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO LATEST EDITION OF ACI 318 AND APPLICABLE STATE BUILDING CODES.
9. CONCRETE SLAB SHALL COMPLY WITH ASCE 32-01 DESIGN AND CONSTRUCTION OF SLABS-ON-GROUND.



PLATFORM DETAIL
N.T.S.

NOTE:
PLATFORM DESIGN
BY OTHERS

NOTES:
1. MOUNT W/C PLATFORM TO CONCRETE PAD WITH 3/8" STAINLESS STEEL WEDGE. RECOMMEND 150#.
2. (B) OUTDOOR DECKS WILL BE MOUNTED ON THE EXTERIOR W/C SHELTER



W/C SHELTER DETAIL
N.T.S.

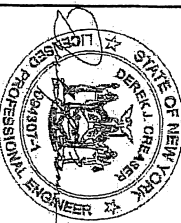


ATA MOBILITY CORP.
414 BRIDGE STREET
EAST SPRINGFIELD, NY 13457
PH: 518.537.1234



710 WEST CENTER ST. SUITE 301
WEST BROOKFIELD, MA 01581
PH: 413.852.1234

NO.	DATE	DESCRIPTION
5	12/23/20	CONSTRUCTION REVISED
4	12/19/20	CONSTRUCTION REVISED
3	10/09/20	CONSTRUCTION REVISED
2	08/27/20	CONSTRUCTION REVISED
1	06/19/20	ISSUED FOR CONSTRUCTION
0	05/27/20	ISSUED FOR REVIEW



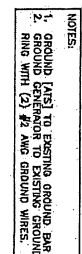
1. A. The Engineer of 1st Year and Second Year License No. 192307-A, State of New York, is hereby certifying that he has prepared the drawings and specifications for the project described herein, and that he is a duly Licensed Professional Engineer in the State of New York.

2. I, the Engineer, certify that I am the author of the drawings and specifications for the project described herein, and that I am a duly Licensed Professional Engineer in the State of New York.

3. I, the Engineer, certify that I am the author of the drawings and specifications for the project described herein, and that I am a duly Licensed Professional Engineer in the State of New York.

SHEET TITLE	DETAILS
DRAWING #	A-7
REVISION	5

SITE NAME	ROME SOUTH
PA NUMBER	15170575
SITE ADDRESS	216 SOUTH CHARLES STREET ROME, NY 13440
PROJECT TYPE	NBS 2020



NOTES:

1. GROUND (AIS) TO EXISTING GROUND BAR.
2. GROUND CONDUIT TO EXISTING GROUND RING WITH (2) #2 AND GROUND WIRES.

ABBREVIATIONS

- 1. 12" CONDUIT
- 2. 12" PVC CONDUIT
- 3. 12" RIGID PVC CONDUIT
- 4. 12" COMPACTED BACKFILL
- 5. 12" GRANULAR BASE
- 6. 12" SAND-CUT TO STRAIGHT
- 7. 12" SWEEP OR STRIKE FRAME
- 8. 12" GRAPNEL BASE
- 9. 12" COMPACTED BACKFILL
- 10. 12" GRANULAR BASE
- 11. 12" SAND-CUT TO STRAIGHT
- 12. 12" SWEEP OR STRIKE FRAME
- 13. 12" GRAPNEL BASE
- 14. 12" COMPACTED BACKFILL
- 15. 12" GRANULAR BASE
- 16. 12" SAND-CUT TO STRAIGHT
- 17. 12" SWEEP OR STRIKE FRAME
- 18. 12" GRAPNEL BASE
- 19. 12" COMPACTED BACKFILL
- 20. 12" GRANULAR BASE
- 21. 12" SAND-CUT TO STRAIGHT
- 22. 12" SWEEP OR STRIKE FRAME
- 23. 12" GRAPNEL BASE
- 24. 12" COMPACTED BACKFILL
- 25. 12" GRANULAR BASE
- 26. 12" SAND-CUT TO STRAIGHT
- 27. 12" SWEEP OR STRIKE FRAME
- 28. 12" GRAPNEL BASE
- 29. 12" COMPACTED BACKFILL
- 30. 12" GRANULAR BASE
- 31. 12" SAND-CUT TO STRAIGHT
- 32. 12" SWEEP OR STRIKE FRAME
- 33. 12" GRAPNEL BASE
- 34. 12" COMPACTED BACKFILL
- 35. 12" GRANULAR BASE
- 36. 12" SAND-CUT TO STRAIGHT
- 37. 12" SWEEP OR STRIKE FRAME
- 38. 12" GRAPNEL BASE
- 39. 12" COMPACTED BACKFILL
- 40. 12" GRANULAR BASE

ELECTRICAL LEGENDS & NOTES

SYMBOL	DESCRIPTION
(Symbol)	12" CONDUIT
(Symbol)	12" PVC CONDUIT
(Symbol)	12" RIGID PVC CONDUIT
(Symbol)	12" COMPACTED BACKFILL
(Symbol)	12" GRANULAR BASE
(Symbol)	12" SAND-CUT TO STRAIGHT
(Symbol)	12" SWEEP OR STRIKE FRAME
(Symbol)	12" GRAPNEL BASE
(Symbol)	12" COMPACTED BACKFILL
(Symbol)	12" GRANULAR BASE
(Symbol)	12" SAND-CUT TO STRAIGHT
(Symbol)	12" SWEEP OR STRIKE FRAME
(Symbol)	12" GRAPNEL BASE
(Symbol)	12" COMPACTED BACKFILL
(Symbol)	12" GRANULAR BASE
(Symbol)	12" SAND-CUT TO STRAIGHT
(Symbol)	12" SWEEP OR STRIKE FRAME
(Symbol)	12" GRAPNEL BASE
(Symbol)	12" COMPACTED BACKFILL
(Symbol)	12" GRANULAR BASE
(Symbol)	12" SAND-CUT TO STRAIGHT
(Symbol)	12" SWEEP OR STRIKE FRAME
(Symbol)	12" GRAPNEL BASE
(Symbol)	12" COMPACTED BACKFILL
(Symbol)	12" GRANULAR BASE
(Symbol)	12" SAND-CUT TO STRAIGHT
(Symbol)	12" SWEEP OR STRIKE FRAME
(Symbol)	12" GRAPNEL BASE
(Symbol)	12" COMPACTED BACKFILL
(Symbol)	12" GRANULAR BASE
(Symbol)	12" SAND-CUT TO STRAIGHT
(Symbol)	12" SWEEP OR STRIKE FRAME
(Symbol)	12" GRAPNEL BASE
(Symbol)	12" COMPACTED BACKFILL
(Symbol)	12" GRANULAR BASE
(Symbol)	12" SAND-CUT TO STRAIGHT
(Symbol)	12" SWEEP OR STRIKE FRAME
(Symbol)	12" GRAPNEL BASE
(Symbol)	12" COMPACTED BACKFILL
(Symbol)	12" GRANULAR BASE
(Symbol)	12" SAND-CUT TO STRAIGHT
(Symbol)	12" SWEEP OR STRIKE FRAME
(Symbol)	12" GRAPNEL BASE
(Symbol)	12" COMPACTED BACKFILL
(Symbol)	12" GRANULAR BASE

ELECTRICAL & GROUNDING NOTES

1. ALL ELECTRICAL WORK SHALL COMPLY TO THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AS WELL AS APPLICABLE STATE AND LOCAL CODES.
2. ALL ELECTRICAL WORK SHALL BE UL APPROVED AND LISTED.
3. THE ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN.
4. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
5. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
6. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
7. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
8. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
9. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
10. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
11. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
12. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
13. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
14. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
15. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
16. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
17. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
18. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
19. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
20. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
21. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
22. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
23. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
24. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
25. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
26. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
27. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
28. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
29. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.
30. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE SUPERVISION AND INSPECTION OF THE CITY ENGINEER.

CENTERLINE
730 WEST CENTER STREET
WEST BROOKFIELD, MA 01581
TEL: 508.339.9500

REVISIONS

NO.	DATE	DESCRIPTION
1	12/23/24	CONSTRUCTION REVISED
2	12/23/24	CONSTRUCTION REVISED
3	12/23/24	CONSTRUCTION REVISED
4	12/23/24	CONSTRUCTION REVISED
5	12/23/24	CONSTRUCTION REVISED
6	12/23/24	CONSTRUCTION REVISED
7	12/23/24	CONSTRUCTION REVISED
8	12/23/24	CONSTRUCTION REVISED
9	12/23/24	CONSTRUCTION REVISED
10	12/23/24	CONSTRUCTION REVISED
11	12/23/24	CONSTRUCTION REVISED
12	12/23/24	CONSTRUCTION REVISED
13	12/23/24	CONSTRUCTION REVISED
14	12/23/24	CONSTRUCTION REVISED
15	12/23/24	CONSTRUCTION REVISED
16	12/23/24	CONSTRUCTION REVISED
17	12/23/24	CONSTRUCTION REVISED
18	12/23/24	CONSTRUCTION REVISED
19	12/23/24	CONSTRUCTION REVISED
20	12/23/24	CONSTRUCTION REVISED
21	12/23/24	CONSTRUCTION REVISED
22	12/23/24	CONSTRUCTION REVISED
23	12/23/24	CONSTRUCTION REVISED
24	12/23/24	CONSTRUCTION REVISED
25	12/23/24	CONSTRUCTION REVISED
26	12/23/24	CONSTRUCTION REVISED
27	12/23/24	CONSTRUCTION REVISED
28	12/23/24	CONSTRUCTION REVISED
29	12/23/24	CONSTRUCTION REVISED
30	12/23/24	CONSTRUCTION REVISED

STATE OF NEW YORK
BERKELMAN
REGISTERED PROFESSIONAL ENGINEER

163-0174

DESIGNED BY: []
CHECKED BY: []
APPROVED BY: []
DATE: []

SHEET TITLE: ELECTRICAL, UTILITY AND ONE-LINE DIAGRAM

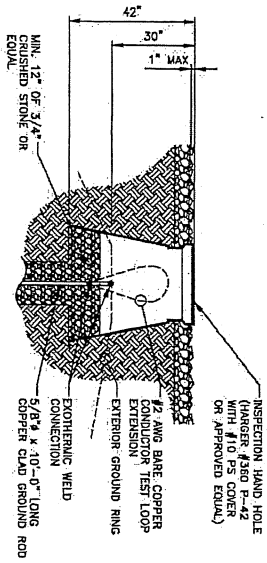
DRAWING #: E-1

REVISIONS: 5

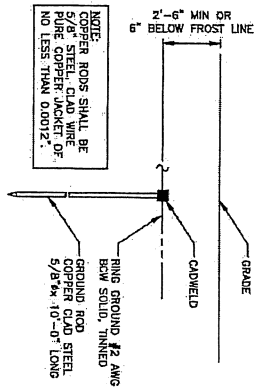
SITE ADDRESS: 216 SOUTH CHARLES STREET
ROSELAND, NY 13440

PROJECT TYPE: NSB 2020

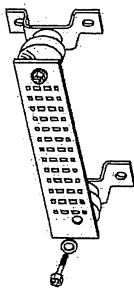
DATE: 12/23/24



GROUND WELL DETAIL
N.T.S.



TYPICAL GROUND ROD DETAIL
N.T.S.



GROUND BAR DETAIL
N.T.S.

EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

SECTION "2" - SURGE PROTECTORS

CABLE ENTRY PORTS (HATCH PLATES) (#2)

GENERATOR FRAMEWORK (IF AVAILABLE) (#2)

COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2)

+24V POWER SUPPLY RETURN BAR (#2)

-48V POWER SUPPLY RETURN BAR (#2)

REINFORCED FRAMES.

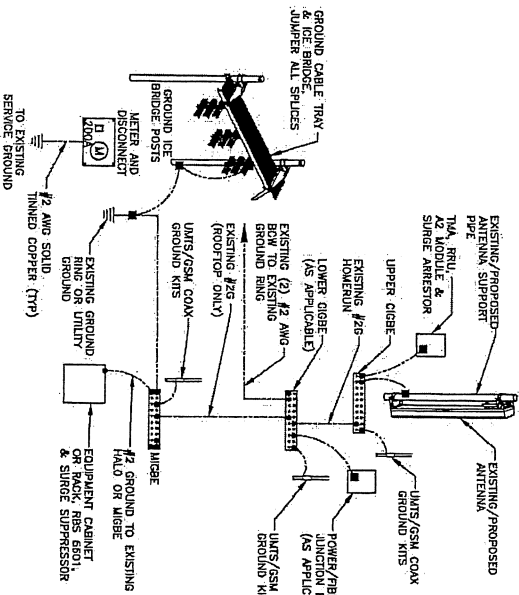
SECTION "3" - SURGE ABSORBERS

INTERIOR GROUND RING (#2)

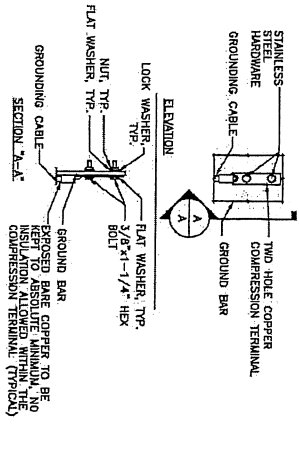
EXTERNAL EARTH GROUND FIELD (BURIED GROUND RINGS) (#2)

EXTERNAL EARTH WATER PIPE (IF AVAILABLE) (#2)

BUILDING STEEL (IF AVAILABLE) (#2)



GROUNDING RISER DIAGRAM
N.T.S.



GROUND BAR CONNECTION DETAIL
N.T.S.

NOTE:

1. TIGHTENING UP OR "STAKING" OF CONNECTION IS NOT PERMITTED.
2. GROUNDING CABLES AND RODS TO BE USED AT 90 DEGREE ANGLES TO THE GROUNDING BARS.
3. COLDWELD DOWNLOADS FROM SURGE BARS, EARTH BARS AND MGB.

NO.	DATE	DESCRIPTION
1	06/12/20	ISSUED FOR CONSTRUCTION
2	06/21/20	ISSUED FOR REVIEW
3	10/01/20	CONSTRUCTION REVISED
4	12/10/20	CONSTRUCTION REVISED
5	12/23/20	CONSTRUCTION REVISED

REVISIONS

780 WEST CENTER ST. SUITE 301
NEW BRUNSWICK, NJ 08901
PHONE: 732.712.4425

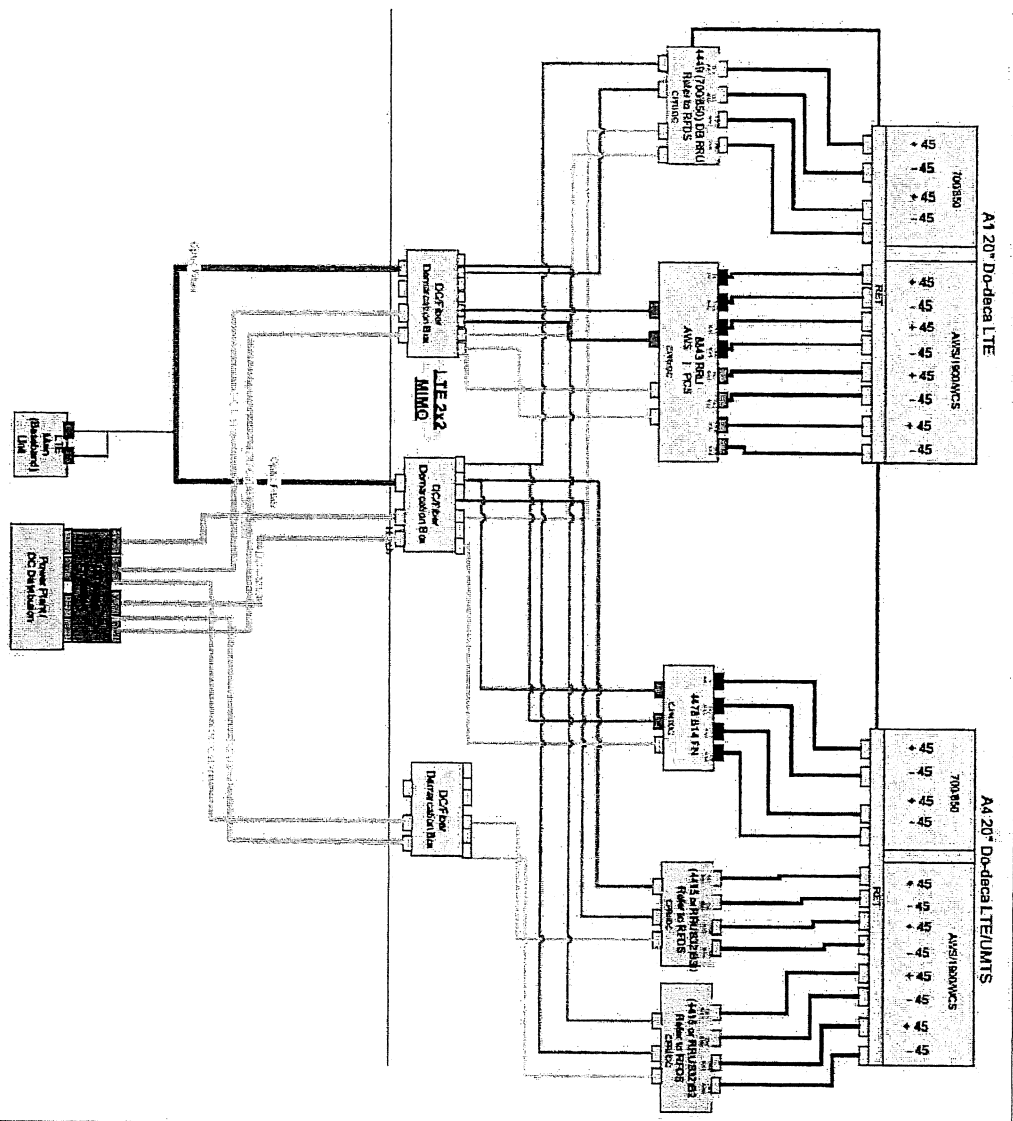
CENTERLINE

at&t

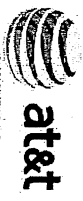
ATA FACILITY CORP.
100 WEST CENTER ST. SUITE 301
NEW BRUNSWICK, NJ 08901



DESIGNED BY:	APPROVED BY:
TC	DC
SHEET TITLE: GROUNDING DETAILS	
DRAWING #: G-1	
REVISION: 5	
PROJECT TYPE: NSB 2020	
SITE ADDRESS: 216 SOUTH CHARLES STREET, ROSELAND, NJ 07068	
SITE NAME: HOME SOUTH	
FA NUMBER: 15175375	
PROJECT TYPE: NSB 2020	



PLUMBING DIAGRAM
N.T.S.



AT&T MOBILITY CORP.
EAST SPYROUSE, NY 10827



769 WEST CENTER ST. SUITE 301
WEST SPYROUSE, NY 10827
WEB: PHONE: 761.313.4228

NO.	DATE	DESCRIPTION
5	12/23/20	CONSTRUCTION REVISED
4	12/10/20	CONSTRUCTION REVISED
3	10/07/20	CONSTRUCTION REVISED
2	10/21/20	CONSTRUCTION REVISED
1	09/15/20	ISSUED FOR CONSTRUCTION
0	05/27/20	ISSUED FOR REVIEW



STATE OF NEW YORK
DEPARTMENT OF STATE
DIVISION OF PROFESSIONAL REGULATION
199 ZEPHYRUS BLVD., SUITE 900
ALBANY, NY 12242-4900
TEL: 518-473-2272
WWW.PRS.STATE.NY.US

SHEET TITLE: RF- PLUMBING DIAGRAM
DRAWING NO: RF-1
REVISION: 5

PROJECT TITLE: NSB 2020

SITE ADDRESS: 218 SOUTH CHARLES STREET
HOME, NY 13440

PA NUMBER: 15173575

SITE NAME: ROAD SOUTH

EXHIBIT 2

LANDLORD FREQUENCY LIST

FREQUENCIES CURRENTLY IN USE

Public Safety Trunked Radio System (Law Enforcement, Fire, EMS, Emergency Management):

- VHF Band: 151-159 MHz

Fire Paging System:

- VHF Band: 154 MHz

Microwave Data Connectivity System:

- 6 GHz Band

EXHIBIT 3

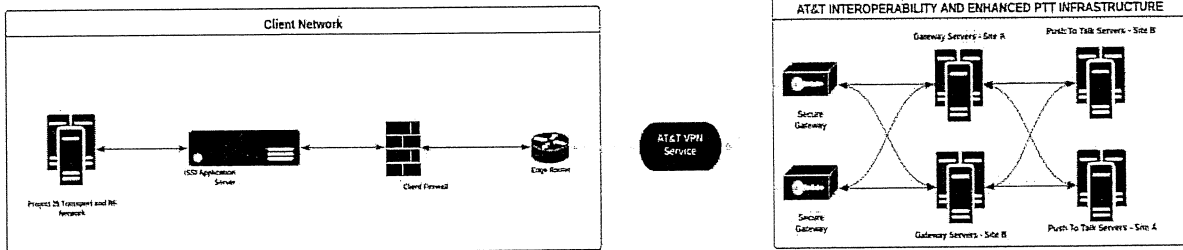
AT&T is providing single license for a Motorola Inter Sub Site Interface (ISSI 8000) that enables a connection between the Onondaga County M Core and AT&T's FirstNet Broadband Network that includes hardware, software, licensing and field implementation services for providing standards based ISSI for integration between the Onondaga Zone 1 Core and the AT&T FirstNet Broadband Network.

The ISSI 8000 subsystem includes a server, the ISSI 8000 application, and firewall. It uses an ISSI link to connect to other ISSI subsystems over a Wide Area Network (WAN), as shown in Figure 1-1. The ISSI link is an Ethernet link which requires a fixed IP address. Public safety agencies who require interconnectivity can select from a variety of last mile and WAN solutions.

Figure 1-1: The proposed network can connect Via ISSI to other networks

ISSI 8000 can be used by The Oneida County Agencies to integrate talkgroups on the Central NY Consortium system to AT&T FirstNet talkgroups extending coverage to anywhere with an AT&T LTE signal.

Figure 1-2 shows the ISSI connection between systems.



AT&T has simplified how LMR and broadband networks interconnect to create a unified communication network. This simple but effective approach enables the LMR administrator the flexibility needed to provide services and coverage based on the needs of its users and not the limitations of their networks.

Quality and assurance of AT&T's EPTT application is more than just another application that runs on a broadband LTE system. AT&T's EPTT is embedded into the network to provide LMR like call setup, priority and advanced features. In addition, broadband cellular LTE systems allow for easy expansion and augmentation of LMR systems. AT&T's LTE technology, experience and partnerships are making it simple and cost effective to integrate a P25 network and broadband services. For the first time, P25 users can integrate with newer technology without having to have an extra device or have it as back up, thus, providing a safer and more efficient operation.

EXHIBIT 4

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 5

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

SAC NAME

SAC FIRM

FIRM ADDRESS

CITY, STATE ZIP

Return to:

AT&T Mobility
2875 Union Road, Ste. 356
Cheektowaga, NY 14227
Attn: Network Real Estate

Re: Cell Site Name: _____
Fixed Asset Number: _____
State: New York
County: _____

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company authorized to do business in the State of New York, having a mailing address of 575 Morosgo Drive, Suite 13-F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 20__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

The County of Oneida

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

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Melissa Semidey Finley
Its: Area Manager, Construction & Engineering
Date: _____

Approved:

Oneida County Attorney

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of NEW YORK)
) ss.:
County of ERIE)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared MELISSA SEMIDEY FINLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

State of NEW YORK)
) ss.:
County of ONEIDA)

On the _____ day of _____ in the year _____ 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. COUNTY OF ONEIDA	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 800 PARK AVE	Requester's name and address (optional)
6 City, state, and ZIP code UTICA NY 13501	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>								
or													
Employer identification number													
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">1</td> <td style="width: 25%; text-align: center;">5</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">6</td> </tr> <tr> <td style="width: 25%; text-align: center;">6</td> <td style="width: 25%; text-align: center;">0</td> <td style="width: 25%; text-align: center;">0</td> <td style="width: 25%; text-align: center;">0</td> </tr> <tr> <td style="width: 25%; text-align: center;">0</td> <td style="width: 25%; text-align: center;">4</td> <td style="width: 25%; text-align: center;">6</td> <td style="width: 25%; text-align: center;">0</td> </tr> </table>	1	5	-	6	6	0	0	0	0	4	6	0	
1	5	-	6										
6	0	0	0										
0	4	6	0										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ 9/18/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PROJECT INFORMATION

SCOPE OF WORK: TELECOMMUNICATIONS FACILITY
UPGRADE (NSB 2020)
ROME SOUTH

SITE NAME: ROME SOUTH

SITE ID: -

FA NUMBER: 15173575

SITE ADDRESS: 216 SOUTH CHARLES STREET
ROME, NY 13440

ZONING JURISDICTION: NY DEPARTMENT OF STATE
(FOR COUNTY)

COUNTY: ONEIDA

TAX MAP ID: 241.00-1-51

ZONING CODE: R2

TYPE OF SITE: CALO/SELF SUPPORT TOWER

LATITUDE: 43° 13' 12.00" (43.220022)

LONGITUDE: 75° 28' 54.85" (-75.481803)

GROUND ELEVATION: 436.72' AMSL

RAD CENTER: 130'-0"±

TOWER HEIGHT: 189'-10"±

GROUND SNOW LOAD: 60 PSF

ULTIMATE WIND SPEED: 109 MPH

SEISMIC CLASSIFICATION: B

IMPORTANCE FACTOR: 1

BUILDING CLASSIFICATION: B/S-2 (MID) - U (TOWER)

CONSTRUCTION TYPE: 2B

PROPERTY OWNER: ONEIDA COUNTY
216 SOUTH CHARLES STREET
ROME, NY 13440

TOWER OWNER: ONEIDA COUNTY DEPARTMENT OF
EMERGENCY SERVICES

UTILITY PROVIDER: NATIONAL GRID

FIBER PROVIDER: VERIZON

SCOPE OF WORK:
(1) 7'-0" CSST MOUNTS;
(2) ANTENNA (15) RIMS;
(3) DC POWER CABLES
(4) FIBER RIMS; (1) ICE BRIDGE;
(5) WC SHELTER & (1) GENERATOR

PROJECT DIRECTORY

AE / PROJECT MANAGER:
CENTRUM COMMUNICATIONS
ANDREW THOMPSON (ESQ.) 414-2250
1000 W. 10TH AVENUE
WEST BRIDGEWATER, MA 02379

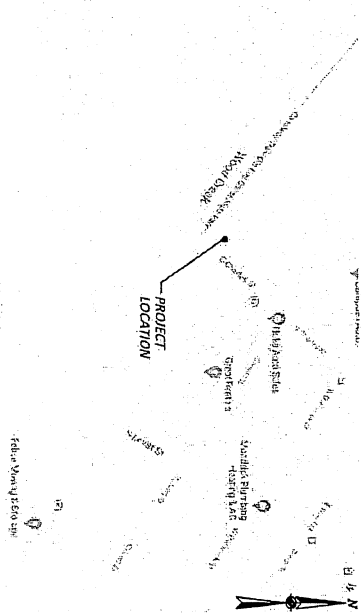
APPLICANT:
MITY TORANCO CORP.
5841 BRIDGE STREET
EAST STRAUSSE, NY 13057

POWER COMPANY:
NATIONAL GRID
(800) 868-4272

TOWER OWNER:
ONEIDA COUNTY DEPARTMENT OF EMERGENCY SERVICES



SITE NUMBER: 15173575
SITE NAME: ROME SOUTH
PAGE ID: MRUNY1003013
PROJECT: NSB 2020



DIRECTIONS:
START ON GOING EAST ON ROME ST TOWARD DEL DR. // TURN RIGHT ONTO ERIE BLVD/NY-5 // TAKE THE RIGHT ONTO THOMPSON BLVD/NY-425 // ENTER WEST (CLOCKWISE) AND TAKE THE 2ND EXIT. // TAKE THE NY-365 EXIT, EXIT 33, TOWARD VERONA/VERNON (PORTIONS TOLL) // TAKE NY-365 E. // MERGE ONTO REVOLUTIONARY HWY/NY-59 W VIA THE EXIT ON THE LEFT TOWARD DOWNTOWN ROME.

GENERAL NOTES:
1. THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF AT&T. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. REPRODUCTION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSE OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.
2. THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSIBLE BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND REPAIRS. ACCESS DOES NOT REQUIRE ANY WALKER OR SKATEBOARD. THE FACILITY IS NOT COVERED BY RESOLUTIONS REGARDING PUBLIC ACCESS FOR ADA REASONABLES.
3. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL BE RESPONSIBLE FOR SAME.

DRAWING INDEX

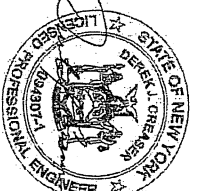
NO.	DESCRIPTION	REV.	DATE
T-1	TITLE SHEET	5	12/29/20
GR-1	GENERAL NOTES	5	12/29/20
GR-2	GENERAL NOTES	5	12/29/20
GR-1	SITE PLAN	5	12/29/20
A-1	FOUNDATION PLAN	5	12/29/20
A-2	EQUIPMENT PLAN	5	12/29/20
A-3	ANTENNA LAYOUT & ELEVATIONS	5	12/29/20
A-4	DETAILS	5	12/29/20
A-5	DETAILS	5	12/29/20
A-6	DETAILS	5	12/29/20
A-7	GENERATOR DETAILS	5	12/29/20
E-1	ELECTRICAL NOTES AND ONE-LINE DIAGRAM	5	12/29/20
E-2	FOUNDING PLAN	5	12/29/20
E-3	FOUNDING PLAN	5	12/29/20
RC-1	RF PILLAGING DIAGRAM	5	12/29/20



78 WEST CENTERS ST SUITE 301
ROME, NY 13440
PHONE: 315.735.4223

REVISIONS

NO.	DATE	DESCRIPTION
1	12/23/20	CONSTRUCTION REVISED
2	12/10/20	CONSTRUCTION REVISED
3	10/09/20	CONSTRUCTION REVISED
4	08/21/20	CONSTRUCTION REVISED
5	06/18/20	ISSUED FOR CONSTRUCTION
6	05/27/20	ISSUED FOR PERMIT



Call 811 before you dig

Dig safely. New York's 811

SHEET TITLE: TITLE SHEET
DRAWING #: T-1
REVISION: 5

GENERAL NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
 - CONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION)
 - OWNER - RENT MOBILITY
2. PRIOR TO THE SUBMISSION OF ANY WORK SUBMITTALS, THE CONTRACTOR SHALL CONSULT WITH THE ARCHITECT TO DETERMINE THE LOCATION OF ALL CONSTRUCTION EQUIPMENT.
3. ALL MATERIALS, METHODS AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBMITTALS SHALL COVER ALL APPROVED MATERIALS AND METHODS. THE CONTRACTOR SHALL VERIFY THE PERFORMANCE OF THE WORK AT ALL CRITICAL POINTS THROUGHOUT CONSTRUCTION AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
4. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW GENERAL IDEAS.
5. "SETTING LIST" SHALL BE PROVIDED WITH THE BID PACKAGE. INSTALLERS MUST HAVE ALL MATERIALS AND METHODS APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION. MATERIALS SHALL BE SHOWN ON THE DRAWINGS AS APPROVED BY THE ARCHITECT. ANY MATERIALS NOT SHOWN ON THE DRAWINGS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
6. THE SUBMITTALS SHALL BE REVIEWED AND APPROVED BY THE ARCHITECT. THE ARCHITECT'S APPROVAL SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
7. THE SUBMITTALS SHALL BE REVIEWED AND APPROVED BY THE ARCHITECT. THE ARCHITECT'S APPROVAL SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
8. IF THE SUBMITTALS ARE NOT APPROVED BY THE ARCHITECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
9. THE SUBMITTALS SHALL BE REVIEWED AND APPROVED BY THE ARCHITECT. THE ARCHITECT'S APPROVAL SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
10. THE SUBMITTALS SHALL BE REVIEWED AND APPROVED BY THE ARCHITECT. THE ARCHITECT'S APPROVAL SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
11. THE SUBMITTALS SHALL BE REVIEWED AND APPROVED BY THE ARCHITECT. THE ARCHITECT'S APPROVAL SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
12. SUBMITTALS SHALL BE REVIEWED AND APPROVED BY THE ARCHITECT. THE ARCHITECT'S APPROVAL SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
13. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 308.1R-10. ALL CONCRETE SHALL BE DONE IN ACCORDANCE WITH ACI 308.1R-10.
14. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH ACI 308.1R-10. ALL CONCRETE SHALL BE DONE IN ACCORDANCE WITH ACI 308.1R-10.

ABBREVIATIONS

ACI	GENERAL CONTRACTOR	RF	RADIO FREQUENCY
ABOVE GRADE LEVEL	CONCRETE	TBD	TO BE DETERMINED
AMERICAN WIRE GAUGE	MIN	TBR	TO BE DETERMINED
BASE COPPER WIRE	MINIMUM	REF	TO BE DETERMINED
BUS TRANSFORMER STATION	PROPOSED	REQ	REQUIRED
EXISTING	EXISTING		
EQUIPMENT	EQUIPMENT		
GROUND	GROUND		
RINGS	RINGS		

RF NOTES

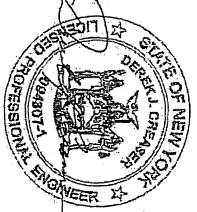
1. ALL LIGHTING SHALL BE DETERMINED PER THE DRAWINGS BY SUBCONTRACTOR.
2. THE DESIGN IS BASED ON 120V AC, 60 HZ, SINGLE PHASE AND APPROVED.
3. RADI SHALL BE BASED ON THE DRAWINGS AND APPROVED.
4. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
5. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
6. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
7. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
8. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
9. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
10. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
11. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
12. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
13. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
14. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
15. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
16. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
17. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
18. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
19. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
20. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
21. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
22. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
23. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
24. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
25. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
26. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
27. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
28. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
29. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
30. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
31. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
32. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
33. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
34. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
35. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
36. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
37. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
38. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
39. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
40. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
41. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
42. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
43. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
44. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
45. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
46. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
47. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
48. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
49. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
50. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
51. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
52. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
53. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
54. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
55. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
56. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
57. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
58. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
59. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
60. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
61. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
62. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
63. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
64. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
65. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
66. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
67. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
68. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
69. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
70. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
71. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
72. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
73. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
74. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
75. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
76. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
77. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
78. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
79. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
80. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
81. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
82. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
83. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
84. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
85. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
86. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
87. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
88. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
89. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
90. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
91. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
92. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
93. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
94. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
95. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
96. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
97. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
98. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
99. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.
100. ALL SPECIFIED MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR.

ATTENTION: CONTRACTOR AND SUBCONTRACTOR
 1. SUBCONTRACTOR SHALL VERIFY THE ACTUAL LIGHTING IN THE FIELD BEFORE INSTALLATION.
 2. THE END COLOR CODE ALL WIRE CABLES AT LIGHTING PER ALL ATTACHED DATA SHEETS.
 3. THE END COLOR CODE ALL WIRE CABLES AT LIGHTING PER ALL ATTACHED DATA SHEETS.
 4. THE END COLOR CODE ALL WIRE CABLES AT LIGHTING PER ALL ATTACHED DATA SHEETS.

PROJECT TITLE	GENERAL NOTES
DRAWING #	GN-1
REVISION	5

SHEET TITLE
 GENERAL NOTES
 DRAWING # GN-1 REVISION: 5

PROJECT TYPE: NSB 2020
 SITE ADDRESS: 216 SOUTH CHARLES STREET, BALTIMORE, MD 21201
 SITE NUMBER: 19129375
 SITE NAME: ROME SOUTH
 CONTRACTOR: [REDACTED]



REVISIONS	DATE	DESCRIPTION
3	12/23/20	CONSTRUCTION REVISED
4	12/21/20	CONSTRUCTION REVISED
2	10/01/20	CONSTRUCTION REVISED
1	06/15/20	ISSUED FOR REVIEW

CENTERLINE
 CONSTRUCTION
 701 N. CHARLES ST. SUITE 401
 WEST BROOKFIELD, VA 22150
 PHONE: 703.775.4225

at&t
 MOBILITY COLOR
 6411 BRIDGE STREET
 EAST SYRACUSE, NY 13227

STRUCTURAL NOTES:

- DESIGN REQUIREMENTS ARE PER STATE BUILDING CODE AND APPLICABLE SUPPLEMENTS, INTERNATIONAL BUILDING CODE, IBC 2001, STRUCTURAL STANDARDS FOR STEEL MOMENT RESISTING AND MOMENT RESISTING STRUCTURES.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL AND CONDITIONS REFERRED TO BE REPORTED TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER BY RECORD DESIGN AND CONSTRUCTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
- STRUCTURAL STEEL SHALL CONFORM TO ASTM A992 (F_y=50 ksi), MISCELLANEOUS STEEL SHALL CONFORM TO ASTM A588 (F_y=50 ksi).
- STEEL PIPE SHALL CONFORM TO ASTM A500, TOP-DRAWN WELDED & SEAMLESS CARBON STEEL STRUCTURAL TUBING, GRADE B, OR ASTM A513 PIPE STEEL, BLACK AND HOT-DIPPED ZINC-COATED WELDED AND SEAMLESS TYPE E OR S, GRADE B. PIPE SIZES INDICATED ARE NOMINAL. ACTUAL OUTSIDE DIAMETER IS LARGER.
- STRUCTURAL CONNECTION BOLTS SHALL BE HIGH STRENGTH BOLTS (HEADING TYPE) AND CONFORM TO ASTM A325 TYPE-X HIGH STRENGTH BOLTS FOR STRUCTURAL JOINTS, INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS. ALL BOLTS SHALL BE 3/4" DIA UNF.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS, UNLESS OTHERWISE NOTED.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE, UNLESS OTHERWISE NOTED.
- FIELD WELDS, DRILL HOLES, SAW CUTS AND ALL DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED WITH AN ORGANIC ZINC RICH PAINT COMPLYING WITH REQUIREMENTS OF ASTM A780. GALVANIZING REPAIR PAINT SHALL HAVE 65 PERCENT ZINC BY WEIGHT, ZINC BY DRY WEIGHT SHALL BE 100 PERCENT. GALVANIZING SHALL BE DONE BY A QUALIFIED GALVANIZER. GALVANIZING SHALL BE DONE USING EXOX ELECTRODES AND WELDING SHALL CONFORM TO AWS AND DILL WHERE FILLER WELD STEEL IS NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE 12.4 IN THE AISC STEEL CONSTRUCTION MANUAL, 1989 EDITION.
- INCORRECTLY FABRICATED, DAMAGED OR OTHERWISE WEAKENING OR NON-COMPLYING MATERIALS OR CONDITIONS SHALL BE REJECTED TO THE CONSTRUCTION MANAGER PRIOR TO APPROVAL OR CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE CONSTRUCTION MANAGER APPROVAL.
- UNSTRUT SHALL BE FORMED STEEL CHANNEL STRUT FRAMING AS MANUFACTURED BY UNISTRUT COMPANY, INC. OR SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION UNLESS OTHERWISE NOTED.
- EXOX ANCHOR ASSEMBLY SHALL CONSIST OF STAINLESS STEEL ANCHOR ROD WITH NUTS & WASHERS. ANCHOR ROD SHALL BE TYPE 316. ANCHOR ROD SHALL BE 1/2" DIA. ANCHORING SYSTEM SHALL BE THE HIT-BOLT, H-27D AND OR H-24D SYSTEMS (AS SPECIFIED IN DWG), OR ENGINEER'S APPROVED EQUAL.
- EXPANSION BOLTS SHALL CONFORM TO FEDERAL SPECIFICATION FF-S-325, GROUP B, TYPE 4, UNLESS OTHERWISE NOTED. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF WOOD CONSTRUCTION FOR THE COMMONSIZES PROVIDED HEREIN. LUMBER SHALL BE RESISTIVE TREATED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
- WHERE ROOF PENETRATIONS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT AND COORDINATE RELATED WORK WITH THE BUILDING OWNER AND THE EXISTING ROOF INSTALLER. WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO NOT VOID THE EXISTING ROOF WARRANTY. ROOF SHALL BE WATER-TIGHT.
- ALL FIBERGLASS MEMBERS USED ARE AS MANUFACTURED BY SARGONWELL COMPANY OF BRISTOL, VA 24403. ALL DESIGN CRITERIA FOR THESE MEMBERS IS BASED ON INFORMATION PROVIDED IN THE DESIGN MANUAL. ALL REQUIREMENTS PUBLISHED IN SAID MANUAL MUST BE STRICTLY ADHERED TO.
- NO MATERIALS TO BE ORDERED AND NO WORK TO BE COMPLETED UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED IN WRITING.
- SUBCONTRACTOR SHALL PREPARE ALL STEEL TO PRE-EXISTING CONDITIONS.

SPECIAL INSPECTIONS (REFERENCE IBC CHAPTER 17):

GENERAL: WHERE INDICATED, USE HAVE FOR CONSTRUCTION, THE OWNER OR THE REGISTERED DESIGN PROFESSIONAL, REGISTERED ARCHITECT AS THE OWNER'S AGENT SHALL EMPLOY ONE OR MORE APPROVED SPECIAL INSPECTION PERSONNEL DURING CONSTRUCTION ON THE TYPES OF WORK LISTED IN THE SPECIAL INSPECTION CHECKLIST ABOVE. THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE AND ENGINEERS OF RECORD INVOLVED IN THE DESIGN AND CONSTRUCTION OF THE PROJECT SHALL BE RESPONSIBLE FOR THE SELECTION OF SPECIAL INSPECTION PERSONNEL TO ACT AS THE SPECIAL INSPECTOR FOR THE WORK DESIGNED BY THEM, PROVIDED THOSE PERSONNEL MEET THE QUALIFICATION REQUIREMENTS.

STATEMENT OF SPECIAL INSPECTIONS: THE APPLICANT SHALL SIGNIFY A STATEMENT OF SPECIAL INSPECTIONS PREPARED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE IN ACCORDANCE WITH SECTION 1705.

REPORT REQUIREMENTS: SPECIAL INSPECTORS SHALL KEEP RECORDS OF INSPECTIONS. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. REPORTS SHALL INDICATE THAT WORK INSPECTED WAS OR WAS NOT COMPLETED IN ACCORDANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS SHALL BE SUBMITTED.

SPECIAL INSPECTION CHECKLIST

CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING (ENGINEER OF RECORD)	REPORT ITEM
N/A	ENGINEER OF RECORD APPROVED SHOP DRAWINGS
N/A	RECORD SPECIAL INSPECTIONS
N/A	FABRICATION JOINT INSPECTION
N/A	PACKING SLITS 3
ADDITIONAL TESTING AND INSPECTIONS:	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING (ENGINEER OF RECORD)	REPORT ITEM
REQUIRED	STEEL INSPECTIONS
N/A	FIELD INSPECTION
REQUIRED	FOUNDATION INSPECTIONS
N/A	POST INSTALLED ANCHOR
N/A	ROOF VERIFICATION
N/A	CEMENTED WELD INSPECTION
N/A	EXHAUST, LIFT AND DENSITY ON SITE GOLD GALVANIZING VERIFICATION
N/A	DAY WIRE TENSION REPORT
ADDITIONAL TESTING AND INSPECTIONS:	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING (ENGINEER OF RECORD)	REPORT ITEM
REQUIRED	FOUNDATION INSPECTION REQUIRE
N/A	POST INSTALLED ANCHOR PHOTOGRAPHS
ADDITIONAL TESTING AND INSPECTIONS:	

NOTES:

- ALL CONNECTIONS TO BE SHIP WELDED & FIELD BOWLED.
- SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED BEFORE ORDERING MATERIAL.
- SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED BEFORE ORDERING MATERIAL.
- VERIFICATION OF EXISTING ROOF CONSTRUCTION IS REQUIRED PRIOR TO THE INSTALLATION OF THE ROOF.
- CONSTRUCTION OF EXISTING ROOF SHALL BE IN ACCORDANCE WITH THE DESIGN MANUAL.
- CONSTRUCTION OF PREPARED STEEL PLATFORM SUPPORT BUILDING COLUMNS.
- EXISTING BRICK MASONRY COLUMNS/BEAMS TO BE REPAIRED/REPLACED AT ALL PROPOSED PLATFORM COLUMNS.
- REPAIRS/REPLACEMENTS SHALL BE IN ACCORDANCE WITH THE DESIGN MANUAL.



ISSUED BY:	APPROVED BY:
TC	DC

NO.	DATE	DESCRIPTION
1	05/27/24	ISSUED FOR CONSTRUCTION
2	06/15/24	ISSUED FOR REVIEW
3	06/27/24	CONSTRUCTION REVISED
4	07/01/24	CONSTRUCTION REVISED
5	07/23/24	CONSTRUCTION REVISED

at&t
 6411 HOBARTY CORP.
 6411 BRIDGES STREET
 EAST SYRACUSE, NY 13207
 PHONE: 716.473.1225

CENTERLINE
 70 WEST CENTER ST. SUITE 301
 WEST BIRMGHAM, AL 35209
 PHONE: 716.473.1225

SHEET TITLE: STRUCTURAL NOTES

DRAWING #: SN-1

REVISION: 5

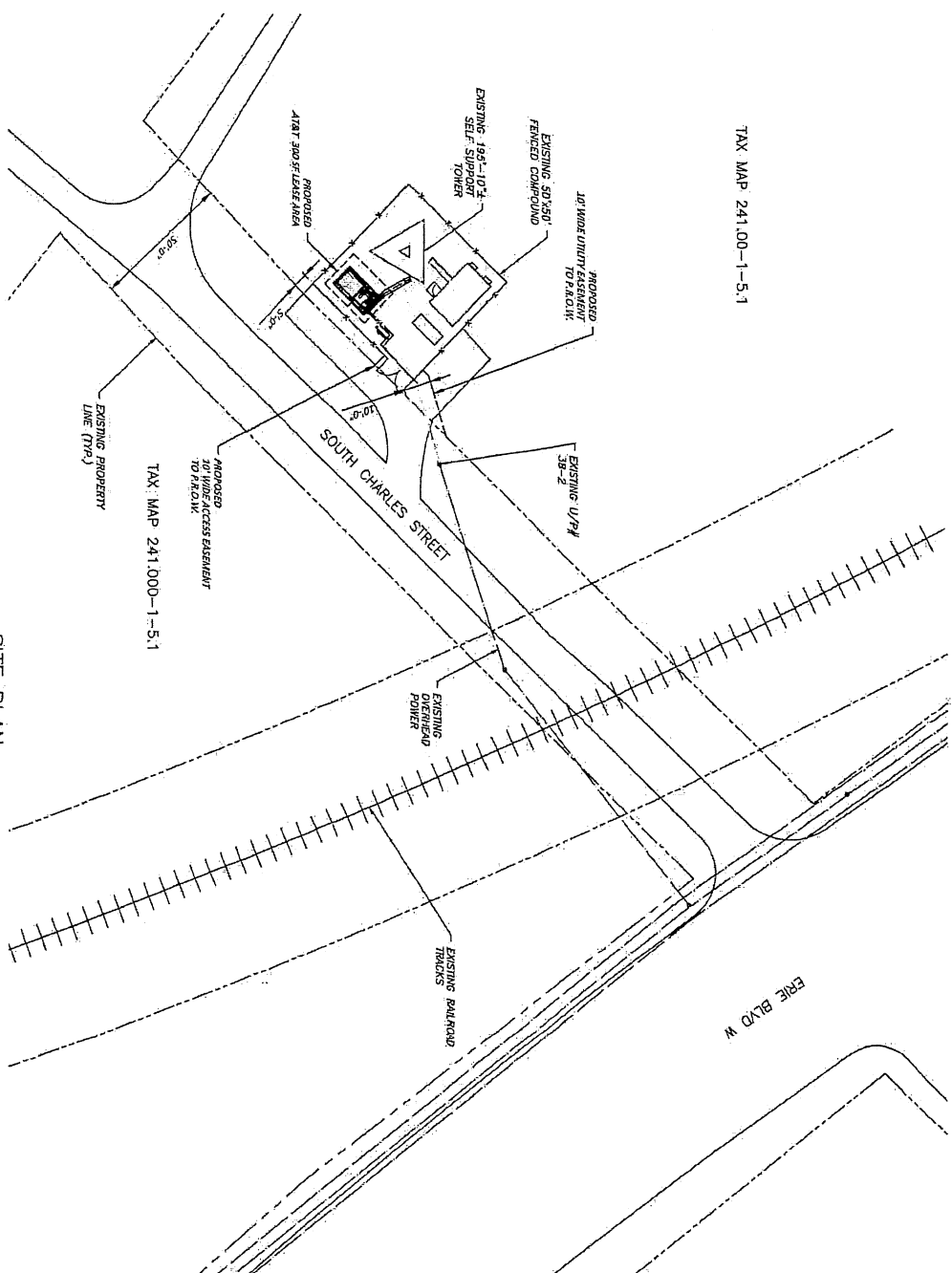
PROJECT TYPE: NSB 2020

SITE ADDRESS: 210 SOUTH CHARLES STREET
 210 SOUTH CHARLES STREET
 210 SOUTH CHARLES STREET
 210 SOUTH CHARLES STREET
 210 SOUTH CHARLES STREET

PA NUMBER: 13173575

SITE NAME: ROME SOUTH

NOTE:
 1. PROPERTY LINE INFORMATION IS OBTAINED FROM PREVIOUS CONSTRUCTION OF AND IS NOT TO BE CONSIDERED AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD BOUNDARY SURVEY, AND IS SUBJECT TO CHANGE AS AN ACCURATE FIELD SURVEY MAY DISCLOSE A FULL BOUNDARY SURVEY WAS NOT PERFORMED.

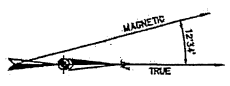
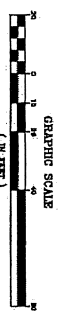


TAX MAP 241.00-1-5.1

TAX MAP 241.000-1-5.1

SITE PLAN

SCALE: 1"=20'-0" (22"x34")
 1"=40'-0" (11"x17")



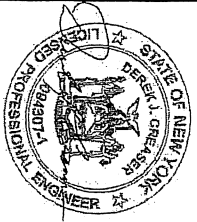
AT&T
 AT&T COMMUNICATIONS CORPORATION
 5411 BRIDGE STREET
 EAST SYRACUSE, NY 13227
 PHONE: 713.4725

CENTERLINE
 780 WEST CENTER ST. SUITE 301
 WEST BRIDGEWATER, MA 02726
 PHONE: 781.713.4725

NO.	DATE	DESCRIPTION
1	06/19/20	ISSUED FOR CONSTRUCTION
2	06/21/20	CONSTRUCTION REVISED
3	07/01/20	CONSTRUCTION REVISED
4	07/20/20	CONSTRUCTION REVISED
5	07/23/20	CONSTRUCTION REVISED

REVISIONS

DESIGNED BY: [] APPROVED BY: []
 TC DC



PROJECT TITLE: SITE PLAN
 SHEET TITLE: A-1
 REVISION: 5
 DRAWING #

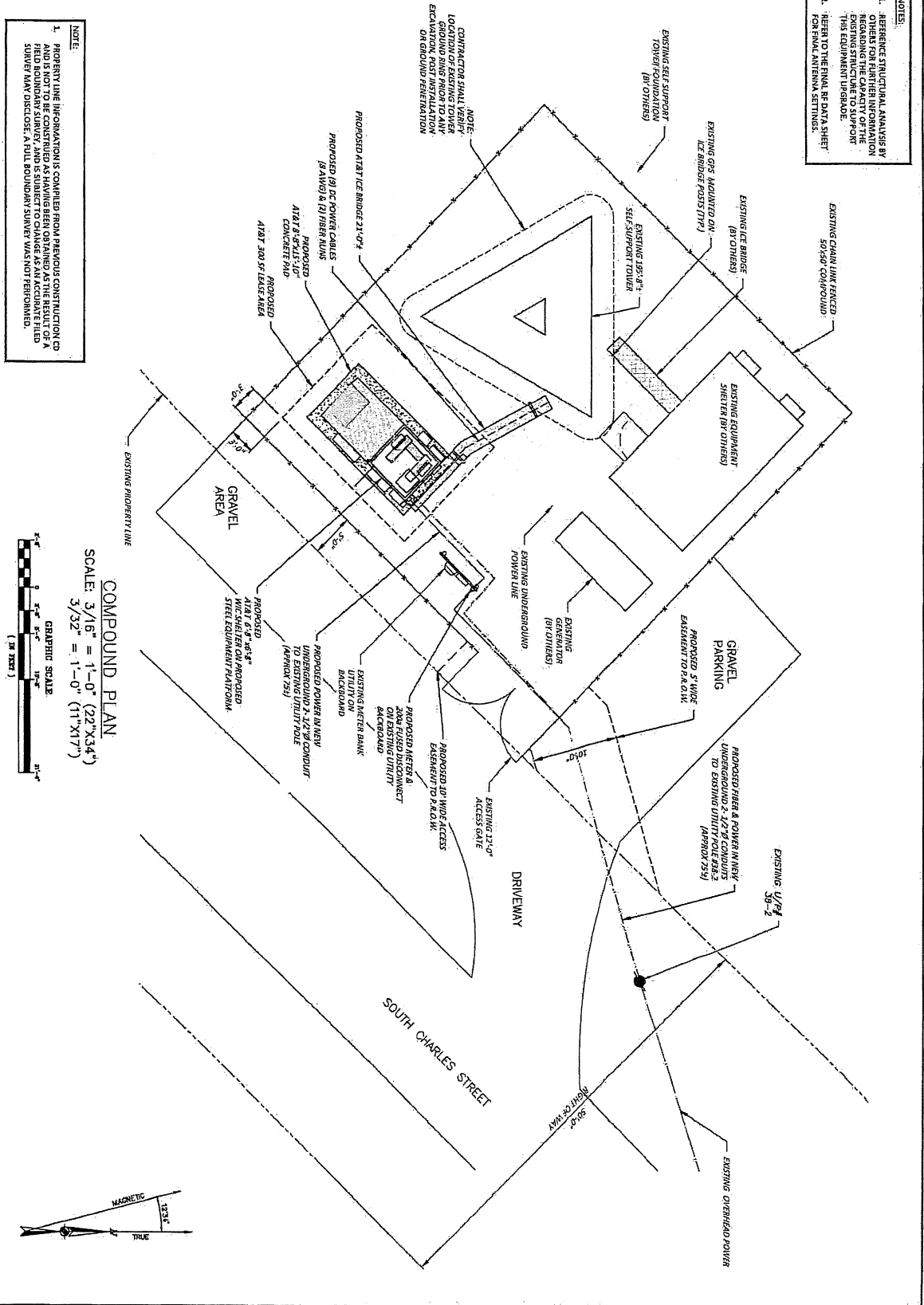
PROJECT TYPE: NSB 2020
 SITE ADDRESS: 216 SOUTH CHARLES STREET
 ROCKY HILL, CT 06106
 PROJECT NUMBER: 18173675
 SITE NAME: ROCKE SCULIH
 PI NUMBER: 18173675

DATE OF PREPARATION: 07/23/20
 DATE OF REVISION: 07/23/20

- NOTES:**
1. REFERENCE STRUCTURAL ANALYSIS BY OTHERS FOR FURTHER INFORMATION REGARDING THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL RE DATA SHEET FOR FINAL ANTENNA SETTINGS.

NOTE:

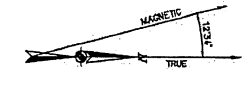
1. PROPERTY LINE INFORMATION IS COMPILED FROM PREVIOUS CONSTRUCTION AND IS NOT TO BE CONSIDERED AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD BOUNDARY SURVEY, AND IS SUBJECT TO CHANGE AS THE RESULT OF A SURVEYMAN DISCLOSE. A FULL BOUNDARY SURVEY WAS NOT PERFORMED.



COMPOUND PLAN

SCALE: 3/16" = 1'-0" (22 X 34")
 3/32" = 1'-0" (11" X 17")

GRAPHIC SCALE
 (IN FEET)



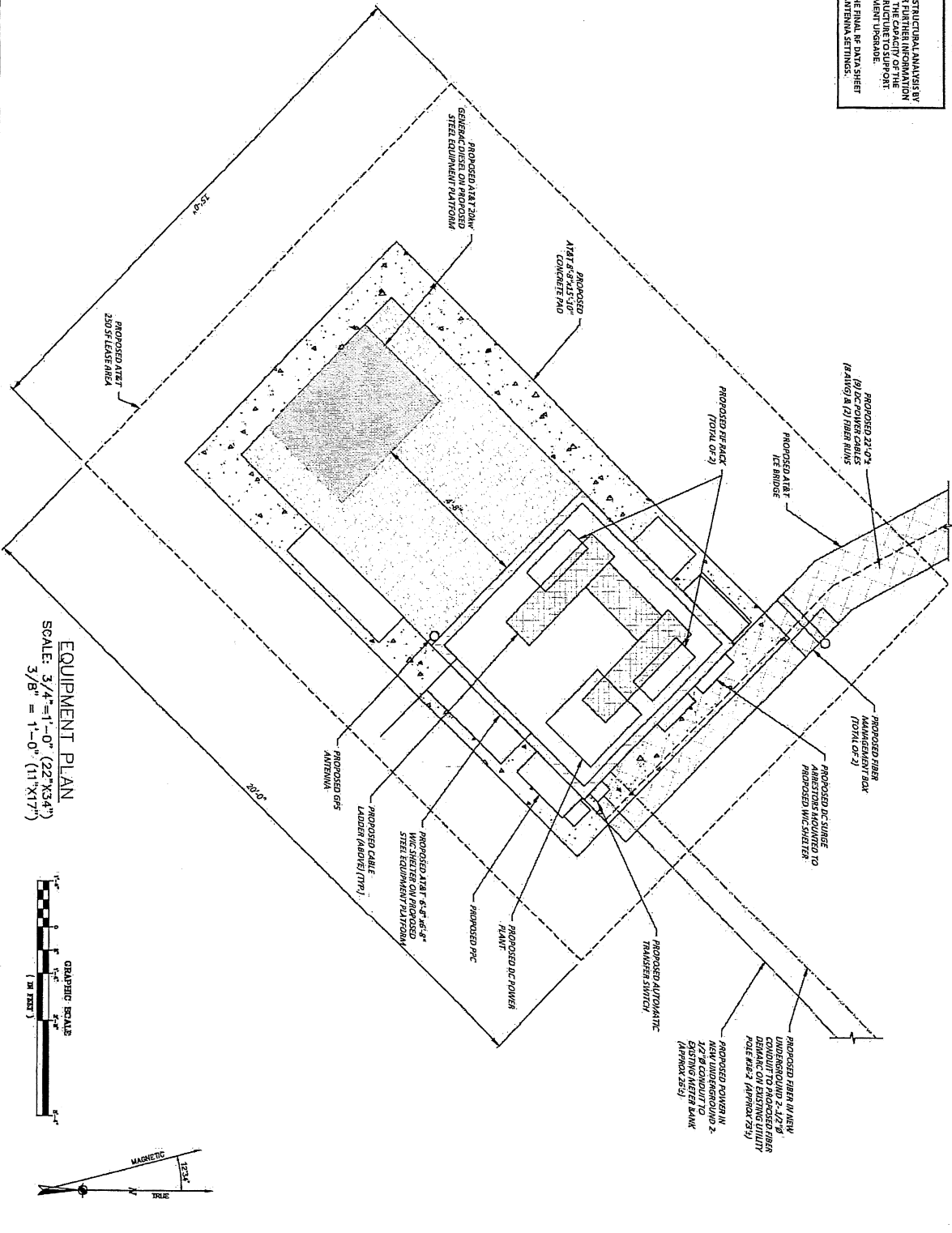
SITE NAME	ROME SOUTH
PI NUMBER	18173575
SITE ADDRESS	218 SOUTH CHARLES STREET ROME, NY 13440
PROJECT TYPE	NSR 2020
SHEET TITLE	COMPOUND PLAN
DRAWING #	A-2
REVISION	5

NO.	DATE	DESCRIPTION
0	06/22/20	ISSUED FOR REVIEW
1	06/15/20	ISSUED FOR CONSTRUCTION
2	09/21/20	CONSTRUCTION REVISED
3	10/01/20	CONSTRUCTION REVISED
4	12/10/20	CONSTRUCTION REVISED
5	01/25/21	CONSTRUCTION REVISED

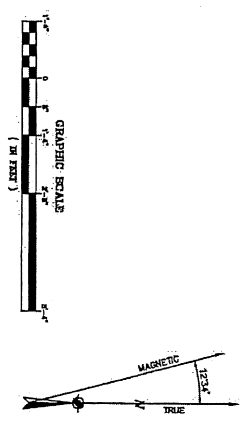
CENTERLINE
 750 WEST CENTERS ST. SUITE 301
 WEST SYRACUSE, NY 13209
 PHONE: 315.437.1232

at&t
 4411 HUNTLY CORP.
 6641 BRIDGE STREET
 EAST SYRACUSE, NY 13057

- NOTES:**
1. REFER TO STRUCTURAL ANALYSIS BY OTHER ENGINEER FOR VERIFICATION REGARDING THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THIS EQUIPMENT OVERLOAD.
 2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.

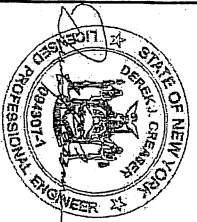


EQUIPMENT PLAN
 SCALE: 3/4" = 1'-0" (22'x34")
 3/8" = 1'-0" (11'x17")



NO.	DATE	DESCRIPTION
0	05/27/22	ISSUED FOR REVIEW
1	06/15/22	ISSUED FOR CONSTRUCTION
2	06/21/22	CONSTRUCTION REVISED
3	10/01/22	CONSTRUCTION REVISED
3	12/23/22	CONSTRUCTION REVISED

CENTERLINE
 COMMUNICATIONS
 720 WEST CENTER ST. SUITE 501
 WEST WADSWORTH, NY 14138
 PHONE: TEL: 716.427.8729



PROJECT INFORMATION	
SITE NAME:	ROULE SOUTH
PA NUMBER:	15172575
SITE ADDRESS:	218 SOUTH CHARLES STREET ROULE, NY 14140
PROJECT TYPE:	NSB 2020
SHEET TITLE	
DRAWING NO.	A-3
REVISION:	5

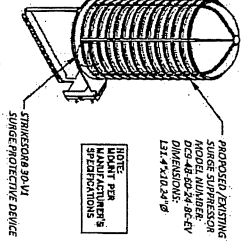
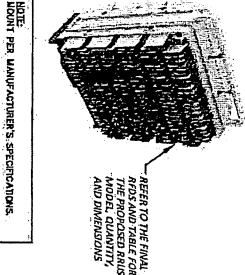
SECTOR	EXISTING/ PROPOSED	BAND	ANTENNA	SIZE (INCHES) (L * W * H)	ANTENNA HEIGHT	AZIMUTH	TILT/ DIP/EXR	RRU	SIZE (INCHES) (L * W * D)	FEEDER	RATCAP
A1	PROPOSED	-	NNH4-60C-R0N17	96.0X20.0X0.0	±190'	890°	-	(P) (1) 4440 B2/B12 RRUS (P) (1) 8843 B2/B60A RRUS	18.0x18.0x11.0 15.0x18.0x6.0 15.0x18.0x6.0	-	-
A2	-	-	-	-	-	-	-	-	-	(P) (3) 30C POWER FIBER (1)	-
A3	-	-	-	-	-	-	-	-	-	-	-
A4	PROPOSED	-	NNH4-60C-R0N17	96.0X20.0X0.0	±190'	890°	-	(P) (1) 4470 B14 RRUS (P) (1) 4415 B20 RRUS (P) (1) 4415 B25 RRUS	17.0x18.0x8.0 15.0x18.0x6.0 15.0x18.0x6.0	-	-
B1	PROPOSED	-	NNH4-60C-R0N17	96.0X20.0X0.0	±190'	90°	-	(P) (1) 8843 B2/B60A RRUS	18.0x18.0x11.0 15.0x18.0x6.0	-	-
B2	-	-	-	-	-	-	-	-	-	(P) (3) 30C POWER & (1) FIBER	-
B3	-	-	-	-	-	-	-	-	-	-	-
B4	PROPOSED	-	NNH4-60C-R0N17	96.0X20.0X0.0	±190'	90°	-	(P) (1) 4470 B14 RRUS (P) (1) 4415 B20 RRUS (P) (1) 4415 B25 RRUS	17.0x18.0x8.0 15.0x18.0x6.0 15.0x18.0x6.0	-	-
C1	PROPOSED	-	NNH4-60C-R0N17	96.0X20.0X0.0	±190'	160°	-	(P) (1) 4440 B2/B12 RRUS (P) (1) 8843 B2/B60A RRUS	18.0x18.0x11.0 15.0x18.0x6.0	-	-
C2	-	-	-	-	-	-	-	-	-	(P) (3) DC POWER	-
C3	-	-	-	-	-	-	-	-	-	-	-
C4	PROPOSED	-	NNH4-60C-R0N17	96.0X20.0X0.0	±190'	160°	-	(P) (1) 4470 B14 RRUS (P) (1) 4415 B20 RRUS (P) (1) 4415 B25 RRUS	17.0x18.0x8.0 15.0x18.0x6.0 15.0x18.0x6.0	-	-

ANTENNA SCHEDULE

RRU CHART

QUANTITY	MODEL	L	W	D
3(P)	4470 B14 RRUS	18.1"	13.4"	8.3"
3(P)	4440 B2/B12 RRUS	16.0"	13.2"	10.4"
3(P)	4415 B25 RRUS	18.0"	13.4"	6.9"
3(P)	4415 B20 RRUS	18.0"	13.4"	6.9"
3(P)	8843 B2/B60A RRUS	14.8"	13.2"	10.8"

- NOTES:
- REFERENCE STRUCTURAL ANALYSIS BY OTHERS FOR FURTHER INFORMATION REGARDING THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THIS EQUIPMENT OR LOAD.
 - REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.



RRUS DETAIL

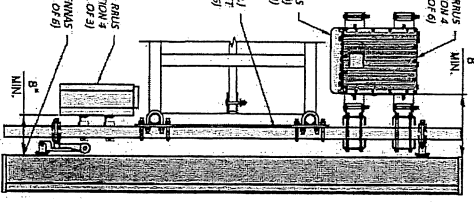
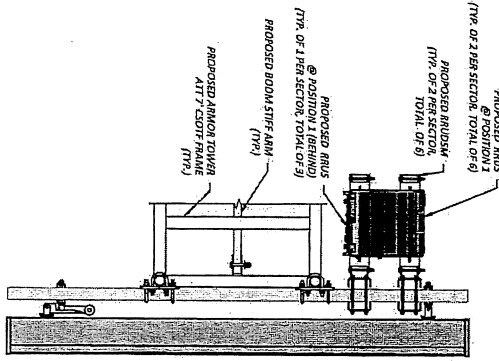
DC SURGE SUPPRESSOR DETAIL

BACK TO BACK RRU MOUNT DETAIL

SURGE ARRESTOR MOUNTING DETAIL

ANTENNA & RRU MOUNTING DETAIL

ANTENNA & RRU MOUNTING DETAIL



AT&T INDUSTRY CORP.
6841 BRIDGE STREET
EAST YONKOE, NY 10527

CENTERLINE
750 WEST CENTER ST. SUITE 301
WEST BRIDGEWATER, MA 02158
PHONE: 781.713.4725

REVISIONS

0	1/2/23/24	CONSTRUCTION REVISED
1	12/16/20	CONSTRUCTION REVISED
2	10/01/20	CONSTRUCTION REVISED
3	08/21/20	CONSTRUCTION REVISED
4	06/15/20	ISSUED FOR REVIEW
5	03/27/20	ISSUED FOR REVIEW

DESIGNED BY: TC

CHECKED BY: DC

APPROVED BY: DC

DAVID J. CHESLER
LICENSED PROFESSIONAL ENGINEER

SHEET TITLE: DETAILS

DRAWING # A-5

PROJECT # 1517375

PROJECT TYPE: NSR 2020

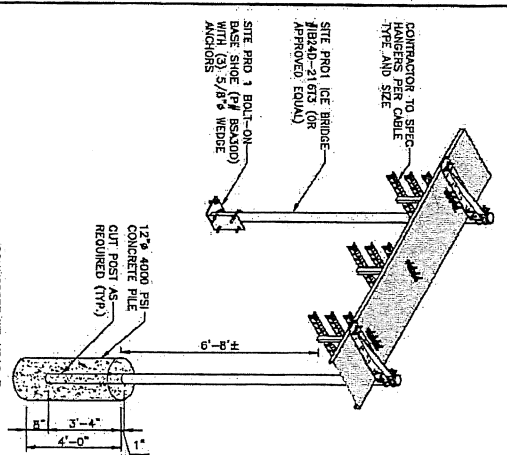
SITE NAME: ROME SOUTH

PA NUMBER: 1517375

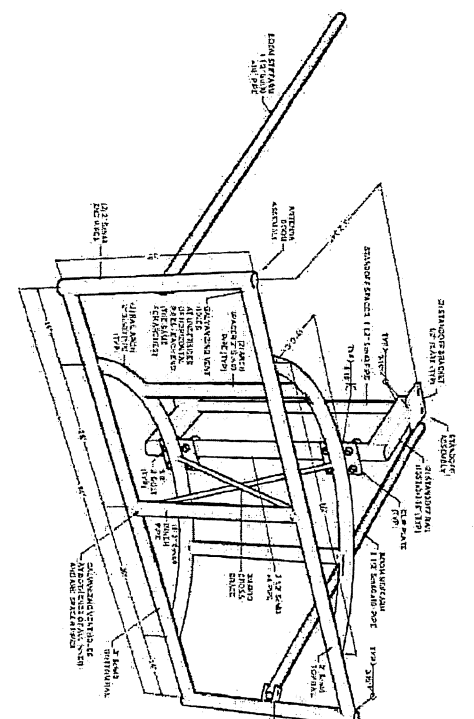
SITE ADDRESS: 216 ROME, NY 13440

DATE: 03/27/20

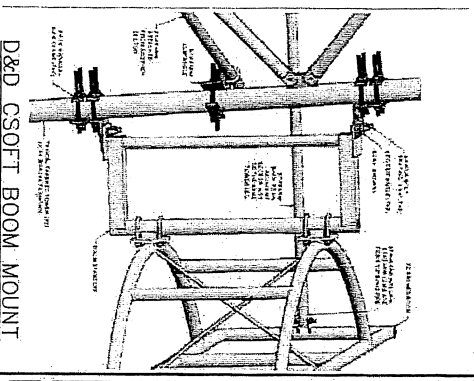
SCALE: AS SHOWN



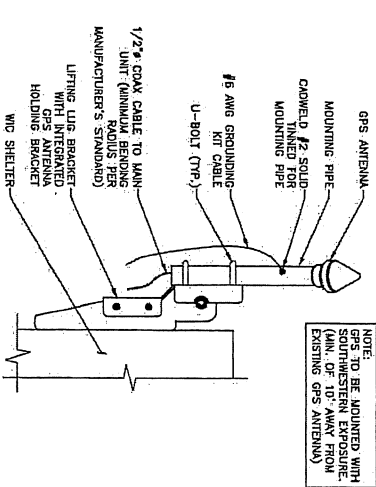
ICE BRIDGE DETAIL
N.T.S.



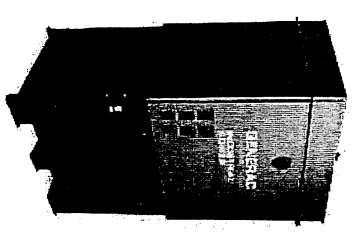
D&D CSOFT BOOM MOUNT DETAIL
N.T.S.



D&D CSOFT BOOM MOUNT CONNECTION DETAIL
N.T.S.




GPS MOUNTING DETAIL
N.T.S.

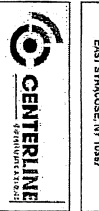


GENERATOR DETAIL
N.T.S.

20 KW GENERATOR SPECS	
MODEL	GD0700B-0
MANF.	GENERAC
HEIGHT	48.0"
WIDTH	36.0"
LENGTH	48.0"



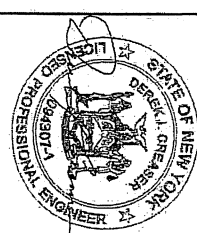
AT&T COMMUNICATIONS CORP.
5811 BRIDGEWAY, SUITE 300
WEST BRIDGEWAY, NJ 07097



750 WEST CENTER ST. SUITE 301
WEST BRIDGEWAY, NJ 07097
PHONE: 781.713.4242

NO.	DATE	DESCRIPTION
1	06/15/2002	ISSUED FOR CONSTRUCTION
2	06/27/2002	ISSUED FOR REVIEW
3	06/28/2002	CONSTRUCTION REVISED
4	12/10/2002	CONSTRUCTION REVISED
5	12/23/2002	CONSTRUCTION REVISED

DESIGNED BY: APPROVED BY: DC



SHEET TITLE: DETAILS

DRAWING # A-6 REVISION: 5

PROJECT TYPE: NSR 2020

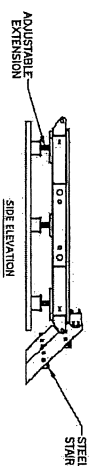
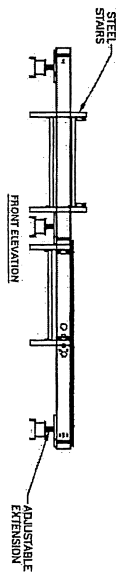
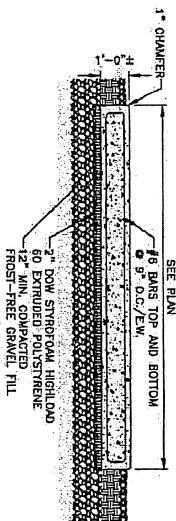
SITE ADDRESS: 216 SOUTH CORNELL STREET, HAVILL, NY 12440

PROJECT NUMBER: 14173575

ROUTE SOUTH

FOUNDATION NOTES & CONCRETE SPECIFICATIONS:

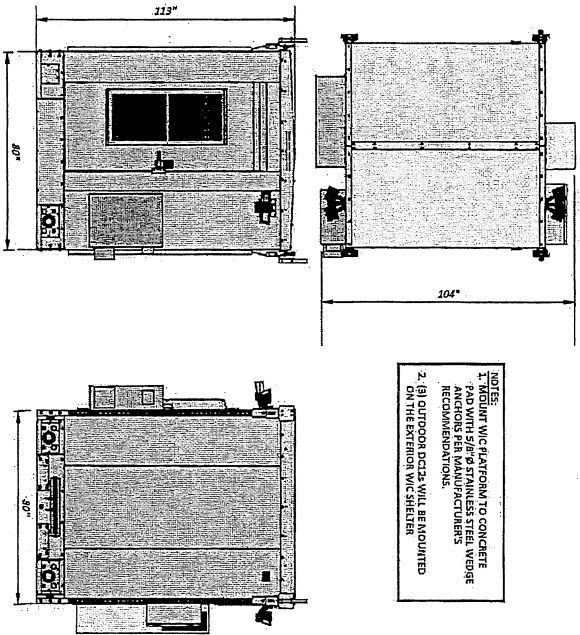
1. FOUNDATION AREA SHALL BE EXCAVATED TO THE DEPTH AND DIMENSIONS SHOWN. ALL EXCAVATION SHALL BE PROTECTED BY SHORING AND BRACING. UNDESIRABLE MATERIAL SHALL BE REMOVED AND LOOSELY DISPOSED OF OFF-SITE. THE SUBGRADE SHALL BE ROLLED WITH A 1-TON VIBRATORY WALK-BEHIND ROLLER AT A SPEED OF LESS THAN 2 FPS, 6 PASSES MINIMUM, TO PROVIDE UNIFORM SURFACE.
2. UNDERCUT UNDERCUT AREA WITH FILL MEETING THE SPECIFICATIONS OF STRUCTURAL FILL.
3. CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (170-4000 psi, CONCRETE TO BE AIR ENTRAINED, DESIRED AIR CONTENT TO BE .6% (PLUS OR MINUS .2%).
4. REINFORCING BAR TO BE ASTM A615 GRADE 60.
5. WELDED WIRE FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A185. WELDS FOR FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A82.
6. COORDINATE WITH MANUFACTURER OF PREFABRICATED SHELTER FOR LOCATION OF ATTACHMENTS TO BASE SLAB.
7. ALL REINFORCING TO HAVE MINIMUM CONCRETE COVER PER ACI SPECIFICATIONS.
8. ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO LATEST EDITION OF ACI 318 AND APPLICABLE STATE BUILDING CODE.
9. CONCRETE SHALL BE PLACED WITH AGE 32-21 DESIGN AND CONTAINMENT OF SLABS-ON-GROUND.



PLATFORM DETAIL
N.T.S.

NOTE:
PLATFORM DESIGN
BY OTHERS

NOTES:
1. WIC DESIGN TO CONCRETE
PAD WITH 5/8" STAINLESS STEEL WEDGE
ANCHORS PER MANUFACTURERS
RECOMMENDATIONS.
2. (9) OUTDOOR DC'S WILL BE REQUIRED
ON THE EXTERIOR WIC SHELTER.



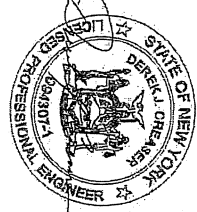
WIC SHELTER DETAIL
N.T.S.

at&t
4841 MOBILITY CORP.
6441 BRIDGE STREET
EAST SPYGLASS, NY 12527

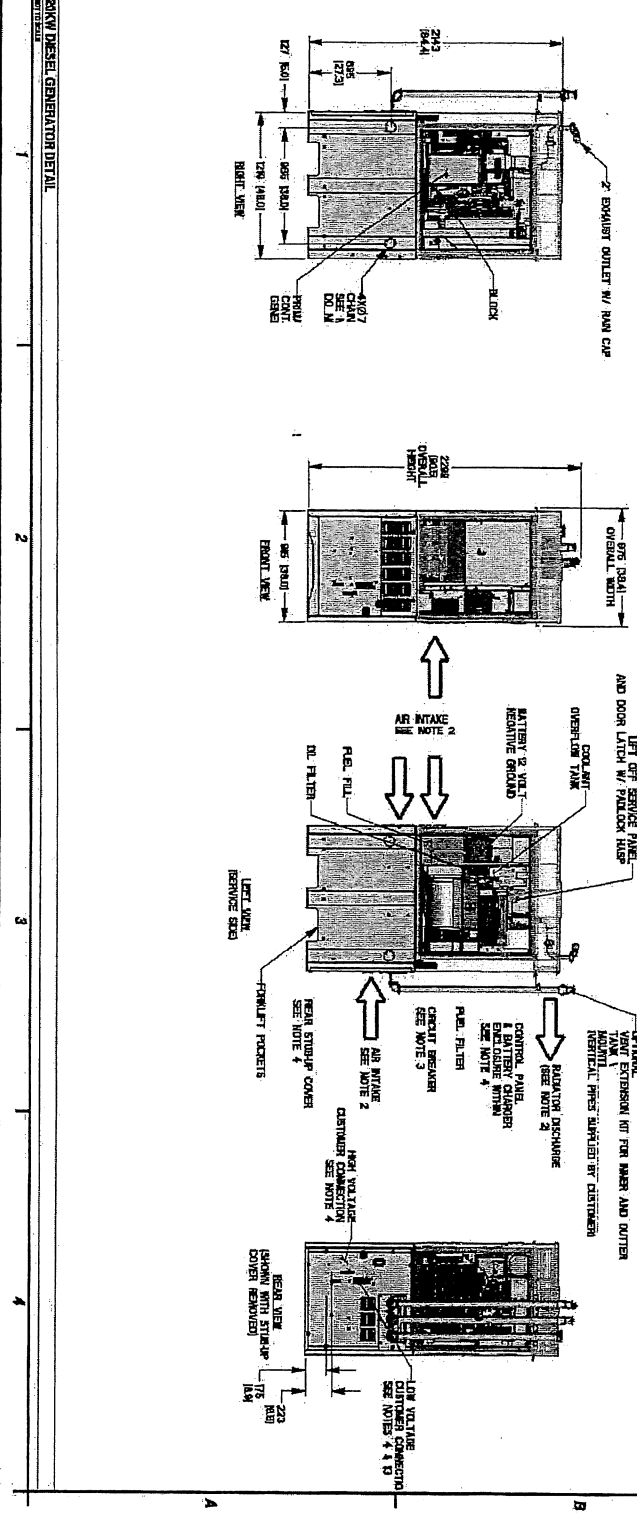
CENTERLINE
1800centerline.com
710 WEST CENTER ST., SUITE 401
WEST BRIDGEWATER, MA 02372
PHONE: 978.173.8275

NO.	DATE	DESCRIPTION
0	05/27/20	ISSUED FOR REVIEW
1	06/15/20	ISSUED FOR CONSTRUCTION
2	09/21/20	CONSTRUCTION REVISED
3	10/29/20	CONSTRUCTION REVISED
7	12/10/20	CONSTRUCTION REVISED
5	12/21/20	CONSTRUCTION REVISED

DESIGNED BY: TO APPROVED BY: DC



PROJECT TYPE:	NSB 2020
SHEET TITLE:	DETAILS
DATE:	A-7
REVISION:	5
SITE NAME:	ROME SOUTH
TA NUMBER:	15172575
SITE ADDRESS:	216 SOUTH CHARLES STREET ROME, NY 13440



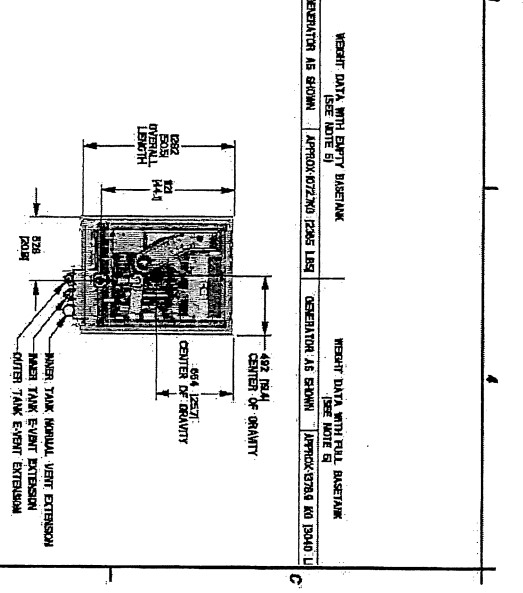
- NOTES:**
- REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
 - ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE/REPAIR. IN ACCORDANCE WITH CURRENT APPLICABLE REGULATIONS AND PERMITS TO STANDSTAN AS WELL AS ANY OTHER FEDERAL, STATE AND LOCAL CODES.
 - CONTROL PANEL / CIRCUIT BREAKER REQUIRES PERMANENT.
 - ACCESSIBLE WITH REMOVAL OF SERVICE PANEL.
 - REMOVE THE REAR TANK STURUP COVER TO ACCESS THE FILTER AREA AS FOLLOWS:
 - REMOVE THE STURUP COVER.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.
 - REMOVE THE OIL FILTER AND OIL FILL.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.
 - REMOVE THE OIL FILTER AND OIL FILL.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.
 - REMOVE THE MOUNTING BRACKET AND THE FACTORY WIRE CONNECTIONS.

ITEMS ACCESSIBLE:

CONTROL PANEL	REAR STURUP COVER
MOTOR OIL BREAKER	MOTOR OIL BREAKER
OIL FILL	OIL FILL
OIL FILTER	OIL FILTER
AIR INTAKE	AIR INTAKE
AIR FILTER	AIR FILTER

FUEL TANK

TOTAL CAPACITY	363.4 (67)
USABLE CAPACITY	363.4 (67)



AT&T
COMMUNICATIONS
441 HOBLEY CORP.
641 BRIDGE STREET
EAST RYKESVILLE, NY 13457

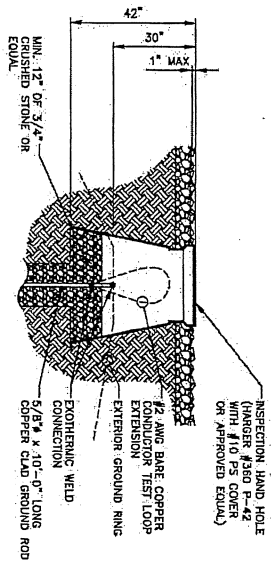
CENTERLINE
COMMUNICATIONS
7960 WEST CENTER OF STATE ST
WEST RIDGEWAY, NY 13499
PHONE: 212.725.4725

REVISIONS

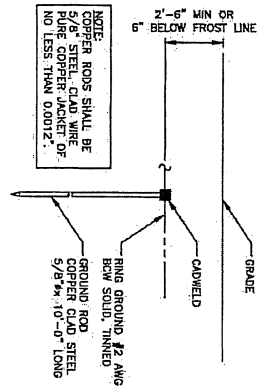
1	12/23/24	CONSTRUCTION REVISED
2	12/10/24	CONSTRUCTION REVISED
3	10/01/23	CONSTRUCTION REVISED
4	09/27/23	CONSTRUCTION REVISED
5	06/05/22	ISSUED FOR CONSTRUCTION
6	05/27/22	ISSUED FOR REVIEW
7	05/27/22	DESCRIPTION
8	05/27/22	DESCRIPTION

STATE OF NEW YORK
DEPARTMENT OF STATE
ROBERT B. JOHNSON
LICENSED PROFESSIONAL ENGINEER
NO. 13487

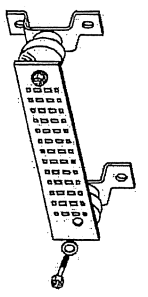
PROJECT TITLE: GENERATOR DETAILS
DRAWING #: A-8
REVISION: 5



GROUND WELL DETAIL
N.T.S.



TYPICAL GROUND ROD DETAIL
N.T.S.



GROUND BAR DETAIL
N.T.S.

EACH GROUND CONDUCTOR TERMINATING ON AIR GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

SECTION "a" - SURGE PROTECTORS

CABLE ENTRY PORTS (MATCH PLATES) (42)

GENERATOR FRAMEWORK (IF AVAILABLE) (42)

COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (42)

+24V POWER SUPPLY RETURN BAR (42)

-48V POWER SUPPLY RETURN BAR (42)

REPTER FRAMES.

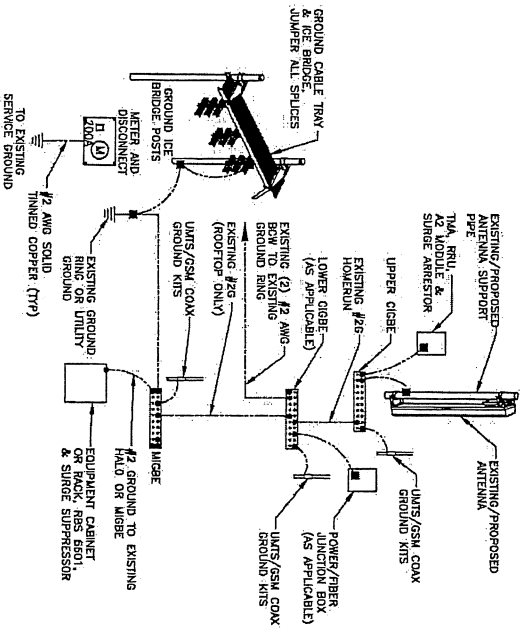
SECTION "b" - SURGE ABSORBERS

INTERNAL GROUND RING (42)

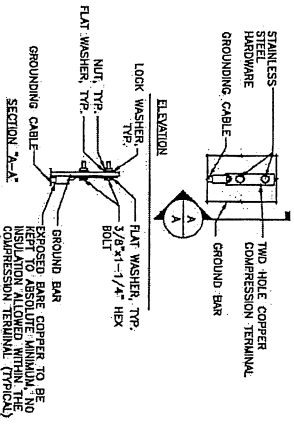
EXTERNAL GROUND FIELD (BURIED GROUND RING) (42)

EXTERNAL COLD WATER PIPE (IF AVAILABLE) (42)

BUILDING STEEL (IF AVAILABLE) (42)



GROUNDING RISER DIAGRAM
N.T.S.

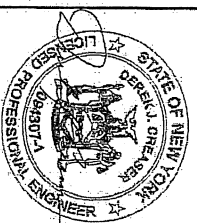


GROUND BAR CONNECTION DETAIL
N.T.S.

NOTE:

1. TIGHTENING UP OR STACKING OF CONNECTION IS NOT PERMITTED.
2. ALL CONNECTIONS SHALL BE MADE TO THE MINIMUM LENGTH AND CROWWELD DIMENSIONS FROM UPPER END, LONGER END, AND MGB.

SHEET TITLE	
GROUNDING DETAILS	
DRAWING #	REVISION
G-1	5
SITE NAME: ROLK SOUTH	
SITE ADDRESS: 216 SOUTH CHARLES STREET, ROLK, NY 13440	
PROJECT TYPE: NSR 2020	



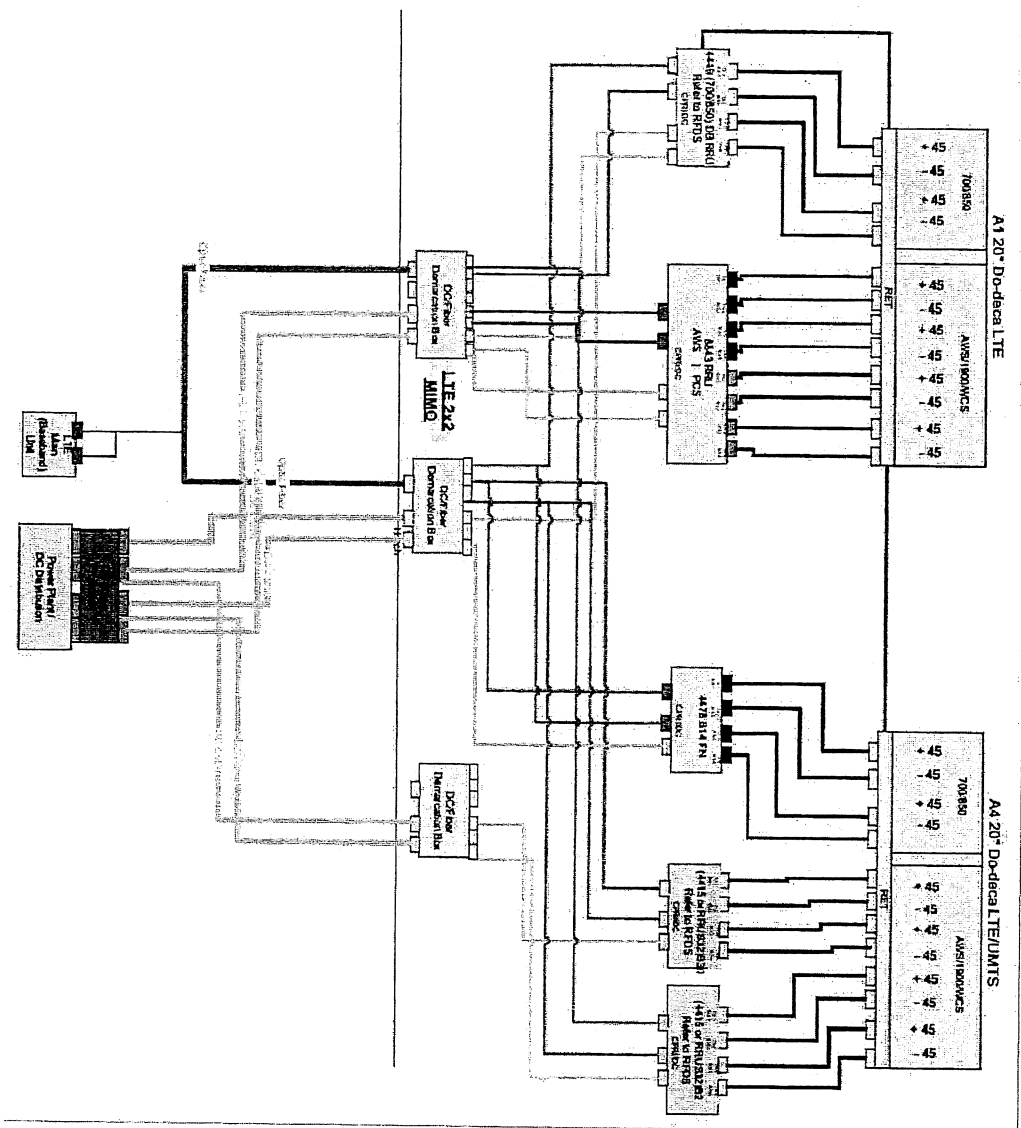
NO.	DATE	DESCRIPTION
1	05/27/20	ISSUED FOR CONSTRUCTION
2	06/16/20	CONSTRUCTION REVISED
3	10/01/20	CONSTRUCTION REVISED
4	12/10/20	CONSTRUCTION REVISED
5	12/23/20	CONSTRUCTION REVISED

760 WEST CENTER ST. SUITE 500
MIDDLETOWN, NY 13420
PHONE: 741.713.4225

CENTERLINE

at&t

AT&T MOBILITY CORP.
400 WEST 34TH STREET
EAST SPRINGFIELD, NY 10827



PLUMBING DIAGRAM
N.T.S.

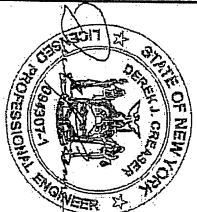


AT&T MOBILITY CORP.
EAST STONY CLIFF, NY 10927



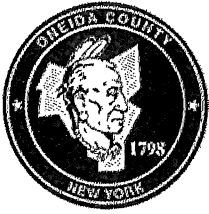
700 WEST CENTER ST. SUITE 301
WEST HONOLULU, HI 96813
PHONE: (808) 933-5222

NO.	DATE	DESCRIPTION
1	06/19/20	ISSUED FOR CONSTRUCTION
2	08/21/20	CONSTRUCTION REVISED
3	10/01/20	CONSTRUCTION REVISED
4	12/03/20	CONSTRUCTION REVISED
5	12/23/20	CONSTRUCTION REVISED



SITE NAME: **ROME SOUTH**
 FA NUMBER: **15173975**
 SITE ADDRESS: **216 SOUTH CHARLES STREET**
ROME, NY 13440
 PROJECT TYPE: **NSB 2020**

SHEET TITLE: **RF-PLUMBING DIAGRAM**
 DRAWING #: **RF-1** REVISION: **5**



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

February 25, 2021

FN 20 21 - 058

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

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

The New York State Department of Transportation (NYSDOT) is assisting Oneida County with right-of-way acquisition for the following Locally Administered Federal Aid Project:

Replacement of the Oneida Street Bridge over Sauquoit Creek, Town of Paris.

This bridge is owned by the Town of Paris and Town has agreed to be responsible for all expenses not covered by Federal or State aid.

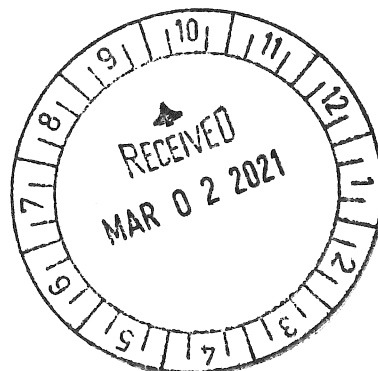
NYSDOT has performed all work required for acquisition of real property, negotiated and will process just compensation, and will file maps and descriptions with the County Clerk. A State/Local Agreement covering the cost of right-of-way incidentals and acquisition is required. Total cost is \$10,000.00 (80% Federal/20% Town) and the Town of Paris's current share is \$2,000.00. The Town's share may be reduced to \$500.00 if New York State Marchiselli Aid is secured. In addition, NYSDOT requires a deposit check in the amount of \$2,000.00 to finalize right-of-way acquisition.

If acceptable, please forward the enclosed State/Local Agreement to the Oneida County Board of Legislators for approval and request authorization to provide the requested deposit check.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



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

Anthony J. Picente, Jr.
 County Executive

Date 3-2-21

Oneida Co. Department: Public Works

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: NYS Department of Transportation, Region 2
 207 Genesee Street
 Utica, New York 13501

Title of Activity or Service: Right of Way Acquisition for Replacement of the Oneida Street Bridge over Sauquoit Creek, Town of Paris

Proposed Dates of Operation: Start on Execution – No Expiration

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: The New York State Department of Transportation (NYSDOT) is assisting Oneida County with right-of-way acquisition for the following Locally Administered Federal Aid Projects.

Replacement of the Oneida Street Bridge over Sauquoit Creek, Town of Paris

This bridge is owned by the Town of Paris and the Town has agreed to be responsible for all expenses not covered by Federal or State aid.

NYSDOT has performed all work required for acquisition of real property, negotiated and will process just compensation, and will file maps and descriptions with the County Clerk. A State/Local Agreement covering the cost of right-of-way incidentals and acquisition is now required. Total cost is \$10,000.00 (80% Federal/20% County) and the Town of Paris’s current share is \$2,000.00. The Town’s share may be reduced to \$500.00 if New York State Marchiselli Aid is secured.

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

3) Program Design and Staffing: N/A

4) Funding

Account #:	H569
Total Funding Requested:	\$10,000.00
Oneida County Dept. Funding Recommendation:	\$10,000.00

Proposed Funding Sources	Federal:	\$8,000.00
	New York State:	\$0.00
	County:	\$0.00
	Town of Paris:	\$2,000.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D040164**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the **County of Oneida** (the "Municipality/Sponsor")
acting by and through **Chairman, Board of Supervisors**
with its office at **800 Park Avenue, Utica 13501**.

This Agreement covers eligible costs incurred on or after **7/6/2018**.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **Bridge Replacement, Utica Street over Sauquoit Creek (BIN 2263310) Village of Clayville, Oneida County** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014; the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

MUNICIPALITY/SPONSOR: **Oneida County**
PROJECT ID NUMBER: **2754.45** BIN: **2263310**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the County Executive of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.45** BIN: **2263310**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

MUNICIPALITY/SPONSOR: **Oneida County**
PROJECT ID NUMBER: **2754.45** BIN: **2263310**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A

4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.45** BIN: **2263310**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

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

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor.

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.45** BIN: **2263310**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

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

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.45** BIN: **2263310**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

MUNICIPALITY/SPONSOR: **Oneida County**
PROJECT ID NUMBER: **2754.45** BIN: **2263310**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via 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.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: **Jim McLaughlin**

Title: **Project Manager**

Address: **Planning and Program Management Group, 13th Floor, Utica State Office Building, 207 Genesee Street, Utica, NY 13501**

Telephone Number: **315-793-2450**

Facsimile Number: **315-793-2719**

E-Mail Address: **Jim.McLaughlin@dot.ny.gov**

[Municipality/Sponsor] Oneida County

Name: **Mr. Mark Laramie**

Title: **Commissioner, Department of Public Works**

Address: **6000 Airport Road, Oriskany, NY 13424**

Telephone Number: **315-793-6228**

Facsimile Number: **315-768-6299**

E-Mail Address: **mlaramie@ocgov.net**

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. 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 receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

MUNICIPALITY/SPONSOR: **Oneida County**
PROJECT ID NUMBER: **2754.45** BIN: **2263310**
CFDA NUMBER: 20.205
PHASE: PER SCHEDULES A

Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (02/19)
MUNICIPALITY/SPONSOR: **Oneida County**
PROJECT ID NUMBER: **2754.45** BIN: **2263310**
CFDA NUMBER: **20.205**
PHASE: PER SCHEDULES A

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF *Oneida*)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements

NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.45

OSC Municipal Contract #: D040164		Contract Start Date: <u>7/6/2018</u> <small>(mm/dd/yyyy)</small>		Contract End Date: <u>9/30/2022</u> <small>(mm/dd/yyyy)</small>	
<input type="checkbox"/> Check, if date changed from the last Schedule A					
Purpose:		<input checked="" type="checkbox"/> Original Standard Agreement		<input type="checkbox"/> Supplemental Schedule A No.	
Agreement Type:		<input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): County of Oneida			
		Other Municipality/Sponsor (if applicable):			
<input type="checkbox"/> State Administered		<i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i>			
		<input type="checkbox"/> Municipality:		% of Cost share	
		<input type="checkbox"/> Municipality:		% of Cost share	
		<input type="checkbox"/> Municipality:		% of Cost share	
Authorized Project Phase(s) to which this Schedule applies:					
<input type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals					
<input checked="" type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS					
Work Type: BR REPLACE		County (If different from Municipality):			
Marchiselli Eligible <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>					
Project Description: Bridge Replacement, Utica Street over Sauquoit Creek (BIN 2263310) Village of Clayville, Oneida County					
Marchiselli Allocations Approved FOR ALL PHASES <i>All totals will calculate automatically.</i>					
<small>Check box to indicate change from last Schedule A</small>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$0.00	\$1,500.00	\$0.00	\$1,500.00
<input type="checkbox"/>	Current SFY	\$0.00	\$0.00	\$0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$1,500.00	\$ 0.00	\$1,500.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.45.221	Current	STP	\$10,000.00	\$8,000.00	\$1,500.00	\$500.00	\$2,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$10,000.00	\$8,000.00	\$1,500.00	\$ 500.00	\$2,000.00

NYS DOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$2,000.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$2,000.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$8,000.00	\$1,500.00	\$ 0.00	\$ 500.00	\$10,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|--------------------------|--------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input type="checkbox"/> |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

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

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

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

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

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE RESOLUTIONS

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of ____% Federal funds and ____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of

Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

SAMPLE RESOLUTION BY MUNICIPALITY
(NYSDOT Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation and funding of a State "Marchiselli" Program-aid eligible transportation federal-aid project, to fully fund the local share of federal- and state-aid eligible and ineligible project costs and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of ____% Federal funds and ____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____ work for the Project or portions thereof, with the federal share of such costs to be applied directly by the New York State Department of Transportation ("NYSDOT") pursuant to Agreement; and it is further

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the Project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance the full non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

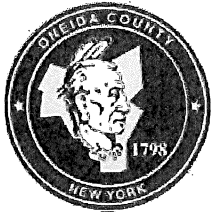
RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the non-federal share of the costs of the project exceed the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.



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

ANTHONY J. PICENTE JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

January 28, 2021

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

FN 20 21 - 059

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The enclosed lease between Oneida County and New Cingular Wireless PCS, LLC will allow New Cingular Wireless to use County transmission towers at one of four (4) separate locations. The anticipated outcome is to provide the necessary access to ensure continued compliance with current and future federal, state or local mandated transmission needs, including emergency 911 communication services. The term begins upon execution and continues for a period of five (5) years.

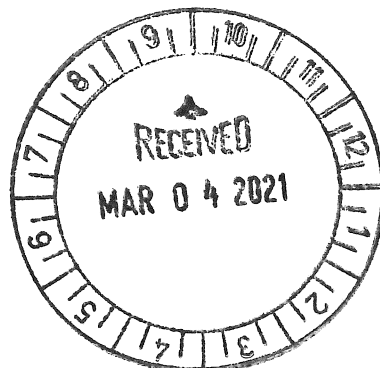
This lease is for the communication tower located at Griffiss Airfield, and will allow the tenant to place their equipment at the site, construct, maintain, operate, repair, replace and upgrade its communication fixtures and all related equipment as needed. In return, New Cingular Wireless will reimburse Oneida County for the additional license fees to access the New York Interoperable Communications Consortium's LMR System. The fee for this tower location is \$64,750. The total for all four locations will be \$259,000.

Please consider the enclosed lease agreement for the aforementioned project. If it meets with your satisfaction, please forward to the Board of Legislators for consideration and approval at their next meeting.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



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

Anthony J. Picente, Jr.
 County Executive

Date 3-3-21

cc: File

Oneida Co. Department: Public Works – B&G

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New Cingular Wireless PCS, LLC
575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

Title of Activity or Service: Structure Lease Agreement – **Griffiss Airfield**

Proposed Dates of Operation: Upon Execution – Expiration at end of 5th Year

Client Population/Number to be Served: Oneida County Residents

Mandated or non-mandated: Non-Mandated but approved by CE

Summary Statements

- 1) **Narrative Description of Proposed Services:** This lease allows the tenant to use the County’s facilities at one of four (4) locations for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment. The location for this agreement is Griffiss Airfield, Rome, NY.
- 2) **Program/Service Objectives and Outcomes:** The expected outcome is to provide the access necessary for the tenant to ensure continued compliance with any current or future federal, state or local mandated application, including emergency 911 communication services.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$64,750.00 per location **Account # H-533**

Oneida County Dept. Funding Recommendation: \$64,750.00 per location (Revenue)

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

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments: The amount shown above is reimbursement from the Tenant to the County to secure and add an ISSI license to the New York Interoperable Communications Consortium’s LMR system. The total value is \$259,000 for all four (4) locations.

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal place of business located at 800 Park Avenue, Utica, New York 13501 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company authorized to do business in the State of New York, having a mailing address of 575 Morosgo Drive, Suite 13-F, West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord leases that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 660 Hangar Road, Rome, NY 13441, in the County of Oneida (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties hereby agree as follows:

1. LEASE OF PREMISES. Landlord leases to Tenant:

(i) approximately two hundred fifty (250) square feet of ground space, including the air space above such ground space, as is more fully described on attached **Exhibit 1**, for the placement of Tenant's shelter/equipment pad/generator;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Structure, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises.**"

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property, at the Tenant's sole cost and expense; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or

future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its licensees and sub-licensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Prior to installation of any new equipment or antennas on the Premises, Tenant shall provide Landlord with engineering documentation illustrating the scope of the additional equipment and/or antennas to be installed. Such documentation shall include, but not be limited to, a structural analysis performed by a Licensed Professional Engineer of the Structure demonstrating that the Structure has sufficient capacity to support the proposed equipment/antennas and a radio frequency intermodulation analysis demonstrating that the proposed equipment will not cause harmful interference with the Landlord's radio communications equipment on the Structure. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations, with advance notice, including a description of the proposed alternations, in writing, to the Landlord.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date. Landlord shall use good faith efforts to obtain all requisite legislative and other parties' approvals to renew this Agreement upon the same terms and conditions set forth herein, except for monthly rent, which is detailed in Section 4 below.

(b) If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(c) The Initial Term and any Holdover Term are collectively referred to as the Term ("**Term**").

4. CONSIDERATION.

Tenant has agreed to reimburse Landlord for the cost of securing and adding an Inter-Sub Site Interface ("**ISSI**") license to the New York Interoperable Communications Consortium's LMR system, the total cost of which is Two Hundred Fifty-Nine Thousand Dollars (\$259,000.00) ("**License Reimbursement**"). The scope of work being performed by Tenant with respect to the ISSI license is described on **Exhibit 3**, attached hereto and incorporated herein. Landlord and Tenant agree that the License Reimbursement shall serve as sufficient consideration for Tenant's Permitted Use of the Premises for the Term described herein, and also for Tenant's use of three (3) additional Landlord-controlled facilities, at the locations described below, for the terms described in their respective lease agreements. The portion of the License Reimbursement attributable to the Premises described herein is Sixty-Four Thousand, Seven Hundred Fifty Dollars (\$64,750.00) ("**Site Specific Payment**"). The Site Specific Payment shall be submitted to Landlord within thirty (30) days of full execution of this Agreement.

Site Name:	Utica College
1 Site Address:	1555 Burrstone Road
2 Municipality:	City of Utica
3 County:	Oneida

Site Name:	Oneida County Office Building
1 Site Address:	800 Park Ave
2 Municipality:	City of Utica
3 County:	Oneida

Site Name:	Rome South
1 Site Address:	216 South Charles Street
2 Municipality:	City of Rome
3 County:	Oneida

In the event Landlord is able to secure the legislative and other approvals required to renew this Agreement and the lease agreements for the three (3) locations described above, Tenant's aggregate monthly rent for the four (4) properties shall be a total of One Thousand Six Hundred and 00/100 Dollars (\$1600.00) per month ("Rent") commencing on the first day of the renewal term, which amount shall escalate at a rate of two percent (2%) per year. In the event Landlord needs to have rent payments separated by location for accounting or other purposes, one quarter of the total Rent shall be allocated to each site.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, all at the Tenant's sole cost and expense.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured by endorsement as respects this Agreement on a primary and noncontributory basis with subrogation waived. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant, and such consent shall not be unreasonably withheld; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. **INTERFERENCE.**

(a) Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Such list is attached hereto as **Exhibit 2**. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will make every reasonable effort to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Specifically excluded the definition herein of "interference" are any operations, modifications, or improvements Landlord must perform or complete that are required to maintain and operate current or future emergency services communications networks.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that each of them are duly organized, validly existing and in good standing and have the right, power and authority to enter into this Agreement and bind themselves hereto through the party set forth as signatory for each party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from

subsurface or other contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Landlord's request, Tenant will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 4**.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and shall remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Tenant shall remove, at its cost, the Communication Facility within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and reasonable access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Landlord may permit Tenant, at Tenant's own cost and expense, to connect to Landlord's existing electric service. Authorization of said connection is at Landlord's discretion and all work shall require review and approval by Landlord. Tenant shall then pay Landlord a flat fee of \$400.00 per month for power usage or install an electrical sub-meter and pay actual cost of electricity consumed. At the end of each calendar year, if Tenant's flat fee does not cover the total power costs associated with the Communication Facility,

Landlord may request reimbursement for the overage. In such event, Landlord shall provide Tenant with the applicable usage data and copies of the utility invoices confirming the power charges attributable to Tenant's Communication Facility. Tenant shall submit reimbursement to Landlord within forty-five (45) days after receiving the usage data and invoices.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Landlord's or the service company's request, Tenant will execute a separate recordable easement evidencing this grant, at no cost to Landlord or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide reasonable Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to take all reasonable measures to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have any and all rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant may only assign this Agreement or sublease the Premises and its rights herein, in whole or in part, with Landlord's consent. Landlord shall not arbitrarily withhold such consent. Upon consent of Landlord to such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Notwithstanding the foregoing, Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate (defined in Section 24(i) below) or (b) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. With the exception of an Assignment under the conditions outlined above, no subleases or sub-tenancies will be permitted under this Agreement.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site Name: Griffiss Business Park (NY)
Fixed Asset No.: 15170207
12 of 575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site Name: Griffiss Business Park (NY)
Fixed Asset No.: 15170207
208 S. Akard Street
Dallas, TX 75202

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Oneida County Law Department
Attn: County Attorney
800 Park Avenue, 10th Floor
Utica, New York 13501

With a copy to: Oneida County Department of Emergency Services
Attn: Director of Emergency Services
120 Base Road
Oriskany, New York 13424

and

Oneida County Department of Public Works
Attn: Commissioner
5999 Judd Road
Oriskany, New York 13424

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, and business dislocation expenses.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the

date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, provided such removal does not interfere with the Landlord's or Landlord's other tenants' continuing operations.

21. TAXES.

(a) Landlord is a municipal corporation and therefore exempt from taxation in most circumstances. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. Tenant shall pay Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to request that the Landlord contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to request that the Landlord institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. In the event such a proceeding is instituted, Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to request that the Landlord contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(d) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord.

(e) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement,

Tenant shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes, Tenant shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site Name: Griffiss Business Park (NY)
Fixed Asset No: 15170207
575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

(f) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the sub-leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) Landlord agrees not to sub-lease or use any areas of the Property or Surrounding Property for the future installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective sub-lessee shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from sub-leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Specifically excluded from the definition herein of installation, operation or maintenance of other wireless communications facilities are any operations, modifications, or improvements Landlord must perform or complete that are required to maintain and operate current or future emergency services communications networks.

(c) Landlord shall promptly notify Tenant of any and all assignments of this lease, and shall provide Tenant with documentation concerning any such assignments.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and Access obligations.

23. APPROVAL OF NECESSARY LEGISLATIVE BODIES.

(a) This Agreement is contingent upon approval by the Oneida County Board of Legislators, to be decided in their complete and absolute discretion.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 5**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon forty (40) business

days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's construction and use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's leasing and use of the Property and any improvements on the Property.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

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

(g) **Service of Process.** Tenant expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be sent to Tenant at the entity and address listed with the New York State Department of State for service of process as of the date of filing of such action.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

The County of Oneida

By: _____

Name: Anthony J. Picente, Jr.

Oneida County Executive

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: Melissa Semidey Finley

Print Name: Melissa Semidey Finley

Its: Area Manager, Construction & Engineering

Date: 3/1/21

Approved:

Robert E Pronteau
Assistant County Attorney

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of NEW YORK)
) ss.:
County of ERIE)

On the 1st day of March in the year 2021 before me, the undersigned, personally appeared MELISSA SEMIDEY FINLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Amy E Giambanco
Notary Public

Printed Name: _____

My Commission Expires: _____

AMY E. GIAMBANCO
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01G16230146
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 11-01-2018 22

LANDLORD ACKNOWLEDGMENT

State of NEW YORK)
) ss.:
County of ONEIDA)

On the _____ day of _____ in the year _____ 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

INDEX OF EXHIBITS

Exhibit 1: Description of Property

Exhibit 2: Landlord Frequency List

Exhibit 3: Inter Sub Site Interface (ISSI)

Exhibit 4: Standard Access Letter

Exhibit 5: Memorandum of Lease

W-9 Form

EXHIBIT 1

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows on the attached drawings.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

PROJECT INFORMATION

SCOPE OF WORK: TELECOMMUNICATIONS FACILITY UPGRADE (NSB 2020)
 GRIFFISS BUSINESS PARK

SITE NAME: GRIFFISS BUSINESS PARK
 SITE ID: -
 SITE ADDRESS: 15170207
 GRIFFISS INTERNATIONAL AIRPORT, 650 HANOVER ROAD
 WEST CENTER ST SUITE 301
 (FOR COUNTY)
 ONEDA

ZONING JURISDICTION: ONEDA
 COUNTY: ONEDA
 TAX MAP ID: 243.00-1-11

ZONING CODE: COLLO/MONOPOLE
 TYPE OF SITE: 43' 13' 35.16"
 LATITUDE: -75 24' 30.60"
 LONGITUDE: 471.91' AMSL
 GROUND ELEVATION: 115'-0"
 MAX TOWER HEIGHT: 121'-7"
 RAO CENTER: 70 PSF
 GROUND SNOW LOAD: 109 MPH
 ULTIMATE WIND SPEED: 109 MPH
 SEISMIC CLASSIFICATION: B
 IMPORTANCE FACTOR: 1
 BUILDING CLASSIFICATION: B/S-2 (MO) - U (TOWER)
 CONSTRUCTION TYPE: 2B
 PROPERTY OWNER: ONEDA COUNTY
 TOWER OWNER: ONEDA COUNTY DEPARTMENT OF EMERGENCY SERVICES
 UTILITY PROVIDER: NATIONAL GRID
 FIBER PROVIDER: VERIZON
 SCOPE OF WORK:
 (1) INSTALL
 (2) 7'-0" COFF MOUNTS
 (3) 12" DIA. 30' HIGH
 (4) 3" DIA. 30' HIGH
 (5) DOG SURGE ARRESTORS
 (6) #606 DD POWER CABLES
 (7) FIBER RIBBONS, (1) ICE BRIDGE
 (8) 1" WPC SHELTER & (1) GENERATOR
 (9) 2" CONDUIT
 (10) 2" CONDUIT
 (11) 2" CONDUIT
 (12) 2" CONDUIT
 (13) EXISTING SECTOR MOUNTS
 REMOVE

PROJECT DIRECTORY

AE&E FIRM: CENTERLINE COMMUNICATIONS
 750 WEST CENTER ST SUITE 301
 WEST BERDENWATER, MA 02379

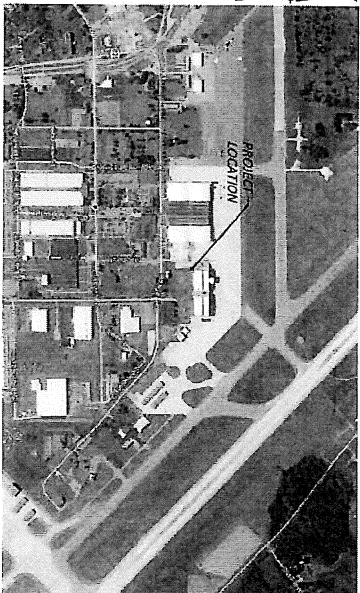
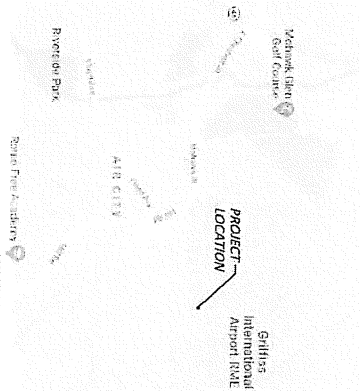
APPLICANT: c&t MOBILITY CORP.
 5941 TORRANO - (315) 436-9154
 5941 BRIDGE STREET
 EAST SYRACUSE, NY 13057

PROPERTY OWNER: GRIFFISS INTERNATIONAL AIRPORT
 ONEDA COUNTY
 650 HANOVER ROAD
 ONEDA, NY 13501

TOWER OWNER: ONEDA COUNTY DEPARTMENT OF EMERGENCY SERVICES
 POWER COMPANY: NATIONAL GRID
 (800) 888-4272



SITE NUMBER: 15170207
 SITE NAME: GRIFFISS BUSINESS PARK
 PAGE ID: MRNY002501
 PROJECT: NSB 2020



DIRECTIONS:
 HEAD SOUTHWEST ON BRIDGE ST // MAKE A U-TURN // TURN LEFT ONTO 754 INTERSTATE 690 E RAMP TO INTERSTATE 481 // MERGE ONTO I-690 E // USE THE LEFT LANE TO TAKE INTERSTATE 481 N EXIT TOWARD INTERSTATE 90 /HIGHWAY // MERGE ONTO I-481 N // TAKE EXIT 5 TO MERGE ONTO I-90 E (TOLL ROAD) // TAKE EXIT 33 FOR NY-365 TOWARD VERONA/ROME (TOLL ROAD) // KEEP RIGHT AT THE FORK AND MERGE ONTO NY-365 E (TOLL ROAD) // MERGE ONTO NY-365 E // KEEP RIGHT TO STAY ON NY-365 E // CONTINUE ONTO NY-48 E // TAKE THE NY-825 N EXIT TOWARD GRIFFISS BUSINESS AND TECHNOLOGY PARK // CONTINUE ONTO NY-482 N/WRIGHT DR // AT THE TRAFFIC LIGHTS TURN RIGHT ONTO HILL RD // AT THE TRAFFIC LIGHTS TAKE THE 1ST EXIT ONTO HANOVER RD // TURN LEFT TO STAY ON HANOVER RD

GENERAL NOTES:

1. THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF AT&T. ANY DUPLICATION OR USE OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF AT&T IS PROHIBITED. THE GOVERNMENT ACCEPTS THE DOCUMENT FOR THE PURPOSE OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.
2. THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSED BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE, AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SEWER SERVICE. THE FACILITY IS NOT GOVERNED BY REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.
3. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE AT&T REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

DRAWING INDEX

NO.	DESCRIPTION	REV.	DATE
I-1	TITLE SHEET	6	12/23/20
GN-1	GENERAL NOTES	6	12/23/20
GN-2	GENERAL NOTES	6	12/23/20
GN-3	STRUCTURAL NOTES	6	12/23/20
A-1	SITE PLAN PLAN	6	12/23/20
A-2	EQUIPMENT PLAN	6	12/23/20
A-3	ANTENNA LAYOUT & ELEVATIONS	6	12/23/20
A-4	DETAILS	6	12/23/20
A-5	DETAILS	6	12/23/20
A-6	DETAILS	6	12/23/20
A-7	DETAILS	6	12/23/20
A-8	PENETRATION DETAILS	6	12/23/20
A-9	ELECTRICAL NOTES & ONE-LINE DIAGRAM	6	12/23/20
E-1	ELECTRICAL NOTES & ONE-LINE DIAGRAM	6	12/23/20
E-2	VERTICAL CONVERTER LAYOUT	6	12/23/20
G-1	GROUNDING DETAILS	6	12/23/20
G-2	GROUNDING DETAILS	6	12/23/20
RF-1	RF FLOORING DIAGRAM	6	12/23/20

ATA MOBILITY CORP.
 750 WEST CENTER ST SUITE 301
 WEST BERDENWATER, NY 13529
 WEB: PHONE: 791.713.4292

750 WEST CENTER ST SUITE 301
 WEST BERDENWATER, NY 13529
 WEB: PHONE: 791.713.4292

REVISIONS

NO.	DATE	DESCRIPTION
1	05/03/20	ISSUED FOR CONSTRUCTION
2	09/02/20	CONSTRUCTION REVISION
3	09/15/20	CONSTRUCTION REVISION
4	09/28/20	CONSTRUCTION REVISION
5	12/10/20	CONSTRUCTION REVISION
6	12/23/20	CONSTRUCTION REVISION

ISSUED BY: APPROVED BY: DATE: KI DC

Call 811 before you dig

SHEET TITLE: TITLE SHEET

DRAWING # T-1 REVISION: 6

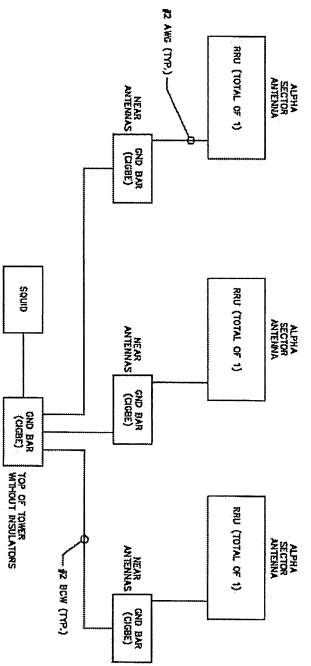
SITE NAME: GRIFFISS BUSINESS PARK
 FA NUMBER: 15170207
 SITE ADDRESS: GRIFFISS INTERNATIONAL AIRPORT, 650 HANOVER ROAD, ONEDA, NY 13501
 PROJECT TYPE: NSB 2020

GROUNDING NOTES


1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LISTENING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AIA). THE SITE-SPECIFIC (UL, L1, OR NFWA) LISTING PROVIDED ABOVE, AND GENERAL COMPLIANCE WITH THE NEC SHALL BE MAINTAINED THROUGHOUT THE PROJECT. SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND ELECTRODE SYSTEMS (INCLUDING RECOMMENDATION, ROD, LIGHTNING PROTECTION, AND OTHER) SHALL BE BOND TOGETHER AT OR NEAR THE POINT OF INSTALLATION AND ALL CONDUCTORS IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL PERFORM IEEE FULL-OR-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 100 AND 81) FOR NEW GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL PERFORM AND REPORT ALL TESTING TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
4. METAL RACKWAY SHALL NOT BE USED AS THE NEGATIVE REQUIRED EQUIPMENT GROUND CONDUCTOR. STANDED COPPER CONDUCTORS WITH GREEN INSULATION SHALL BE INSTALLED WITH THE POWER CONDUITS TO BPS EQUIPMENT. EACH BPS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUNDING BAR WITH GREEN AWG STRANDED COPPER OR LARGER FOR INDOOR BPS 2 AWG STRANDED COPPER FOR OUTDOOR BPS.
5. EACH BPS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUNDING BAR WITH GREEN AWG STRANDED COPPER OR LARGER FOR INDOOR BPS 2 AWG STRANDED COPPER FOR OUTDOOR BPS.
6. EXPOSURE WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
7. APPROVED ANTI-OXIDANT COMINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
8. ICE BRIDGE BONDING CONDUCTORS SHALL BE ELECTROCHEMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
9. ALUMINUM CONDUCTOR OR COPPER C/AD STEEL CONDUIT SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
11. METAL CONDUIT SHALL BE MADE ELECTRICALLY CONTINUOUS BY BONDING JOINTS ON BY BONDING JOINTS TO THE CONDUIT WITH STRANDED COPPER WELD. APPROVED GROUNDING TYPE CONDUIT CLAMPS.
12. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING SHALL BE BOND TO THE FOUNDATION OR GROUNDING ELECTRODE SYSTEM. ALL NEW FOUNDATION OR GROUNDING ELECTRODE SYSTEM SHALL BE BOND TO THE GROUND RING USING #2 AWG SOLID BARE TINNED WELD CONNECTION USING #2 AWG SOLID BARE TINNED COPPER GROUNDING WELD PER NEC 250.20.

- ### CABLE MARKING AND IDENTIFICATION NOTES
1. SECTOR ORIENTATION/QUANTITY WILL VARY FROM REGION TO REGION AND IS SITE SPECIFIC. REFER TO RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND QUANTITY OF EACH TOWER SECTOR FACE.
 2. THE ANTENNA SYSTEM CABLE SHALL BE LABELED WITH VINYL TAPE EXCEPT IN LOCATIONS WHERE ENVIRONMENTAL CONDITIONS CAUSE PHYSICAL DAMAGE. THE PHYSICAL TAGS ARE PREFERRED.
 3. THE STANDARD IS BASED ON A COLORED TAPE-BED, BLUE, GREEN, YELLOW, ORANGE, WHITE, AND VIOLET. THESE TAPE MUST BE 3/4" WIDE & UV RESISTANT SLICHT AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR SUBCONTRACTOR ON SITE.
 4. USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE MARKING COLOR CONVENTION TABLE."
 5. WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN GSM/GS AND IS-130/TDMA IS ENCOUNTERED, THE SUBCONTRACTOR SHALL IDENTIFY THE EXISTING LINE WITH THE CURRENT VERSION OF IND-00027. IN THE ABSENCE OF AN EXISTING COLOR CODING AND TAPING SCHEME OR WHEN INSTALLING PROPOSED COAXIAL CABLES, THE GUIDELINE SHALL BE IMPLEMENTED AT THE SITE REGARDLESS OF TECHNOLOGY.
 6. ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE INSTALLED USING A MINIMUM OF 3 WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNBRAVING.
 7. ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE, AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
 8. ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE TO SIDE.
 9. IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE GSM TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.
- WHEN USING THE ALTERNATIVE LABELING METHOD, EACH RF CABLE SHALL BE IDENTIFIED WITH A METAL ID TAG MADE OF STAINLESS STEEL OR BRASS. THE TAG SHALL BE 1 1/2" IN DIAMETER WITH 1/4" STAMPED LETTERS AND NUMBERS INDICATING THE SECTOR, ANTENNA POSITION, AND CABLE NUMBER. THE ID MARKING LOCATIONS SHOULD BE AS PER CABLE MARKING LOCATIONS TABLE. THE TAG SHOULD BE ATTACHED WITH CORROSION PROOF WIRE AROUND THE CABLE AT THE SAME LOCATION AS DENIED ABOVE. THE TAG SHOULD BE LABELED AS SHOWN ON THE GSM AND UMS LINE TAG DEMO.
- ### CABLE MARKING TAGS


CABLE MARKING LOCATIONS TABLE	
1	NO. LOCATIONS
1	1" WIDE BANDS
2	EACH MAIN COAX SHALL BE COLORED AND WITH 1 SET OF 3" WIRE BANDS NEAR THE TOP JUMPER CONNECTION & BETWEEN THE TWO MAIN CABLES. THE BANDS SHOULD BE BOND TO THE CONDUIT WITH STRANDED COPPER WELD.
3	CABLE ENTRY POINT ON THE INTERIOR OF THE SHELTER
4	3/4" WIDE BANDS FOR EACH TAG, BE COLORED WITH 1 SET OF



SCHEMATIC DIAGRAM GROUNDING SYSTEM
N.T.S.



at&t
AT&T COMMUNICATIONS CORPORATION
EAST STRONGSBURG, NY 14547



CENTERLINE
728 WEST CENTER ST. SUITE 501
WEST STRONGSBURG, NY 14547
PHONE: 781.713.4723

NO.	DATE	DESCRIPTION
1	05/15/20	ISSUED FOR CONSTRUCTION
2	06/02/20	CONSTRUCTION REVISION
3	06/15/20	CONSTRUCTION REVISION
4	06/26/20	CONSTRUCTION REVISION
5	12/10/20	CONSTRUCTION REVISION
6	12/23/20	CONSTRUCTION REVISION

DESIGNED BY: APPROVED BY:
KT DC

STATE OF NEW YORK
DEPARTMENT OF STATE
OFFICE OF THE STATE ENGINEER
100 WATER STREET, ALBANY, NY 12241
PHONE: 518.474.2929

PROJECT TYPE: NSB 2020

SHEET TITLE: GENERAL NOTES

DRAWING # **GN-2** REVISION **6**

STRUCTURAL NOTES:

1. DESIGN REQUIREMENTS ARE PER STATE BUILDING CODE AND APPLICABLE SUPPLEMENTS. INTERNATIONAL BUILDING CODES AND STRUCTURAL STANDARDS FOR STEEL, ALUMINA, JOISTS AND STEEL BRACING SYSTEMS.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MEMBER. DIMENSIONS SHALL BE RECORDED, REFERRED TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER OF RECORD.
3. DESIGN AND CONSTRUCTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
4. STRUCTURAL STEEL SHALL CONFORM TO ASTM A588 (F_y=50 ksi), MISCELLANEOUS STEEL.
5. STEEL PIPE SHALL CONFORM TO ASTM A500 "COLD-FORMED WELDED & SEAMLESS CARBON STEEL STRUCTURAL TUBING", GRADE B, OR ASTM A53 PIPE STEEL, BLACK AND HOT-DIPPED ZINC-COATED WELDED AND SEAMLESS, TYPE E OR S, GRADE B. PIPE SIZES INDICATED ARE NOMINAL. ACTUAL OUTSIDE DIAMETER IS LARGER.
6. STRUCTURAL CONNECTION BOLTS SHALL BE HIGH STRENGTH BOLTS (BEARING TYPE) AND CONFORM TO ASTM A325 TYPE-X "HIGH STRENGTH BOLTS FOR STRUCTURAL JOINTS", INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS", ALL BOLTS SHALL BE 3/4" DIA UNLESS NOTED.
7. ALL STEEL MEMBERS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
 - A. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
 - B. FIELD WELDS, DRILL HOLES, SAW CUTS AND ALL DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED WITH AN ORGANIC ZINC REPAIR PAINT COMPLYING WITH REQUIREMENTS OF ASTM A790. GALVANIZING REPAIR SHALL HAVE 85 PERCENT ZINC BY WEIGHT, ZIPP BY DYNAMIC GALVANIZING, GALVA BRIGHT PRIMER BY CROWN OR EQUAL THICKNESS OF APPLIED COATING, AND A MINIMUM MINIMUM OF 0.0125 IN. MINIMUM OF 0.0125 IN. THICKNESS OF ZINC BETWEEN OF REMAINING RESIDUAL COATING THICKNESS REQUIRED BY ASTM A153 OR A153 AS APPLICABLE.
8. CONTRACTOR SHALL COMPLY WITH ALL CODE FOR PROTECTORS, APPEARANCE AND QUALITY OF WELDING. WELDERS MUST BE QUALIFIED IN ACCORDANCE WITH ALL WELDING AND WELDING PROCESSES. ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AWS AND D11, WHERE FILED WELD TESTS ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AWS STEEL CONSTRUCTION MANUAL - 14TH EDITION.
9. INCORRECTLY FABRICATED, DAMAGED OR OTHERWISE UNSUITABLE FOR NON-CONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE CONSTRUCTION MANAGER PRIOR TO APPROVAL. CORRECTIVE ACTION, AND SUCH ACTION SHALL REQUIRE CONSTRUCTION MANAGER APPROVAL.
10. UNLUSTRIUT SHALL BE FORMED STEEL CHANNEL, STRUCT FRAMING AS MANUFACTURED BY UNLUSTRIUT CORP., WASTE IN OR EQUAL. SHOT MEMBERS SHALL BE 1/8"x1 5/8"x129A, UNLESS OTHERWISE NOTED, AND SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
 - A. WELDER ANCHOR ASSEMBLY SHALL CONSIST OF STEEL ANCHOR ROD WITH NUTS & WASHERS, AN INTERNALLY THREADED INSERT, A SCREEN TUBE AND A EPoxy ADHESIVE. THE ANCHOR SHALL BE INSTALLED AND SHALL BE PRESSURE TREATED AND OR H1-200 S1582S (AS SPECIFIED IN SHEET) OR ENGINEERS APPROVED EQUAL.
11. EXCESS 1/2 HLT KVM BOLT IN OR APPROVED EQUAL. SPECIFICATION FF-S-325, GROUP II, TYPE 4, WITH THE MANUFACTURER'S RECOMMENDATIONS.
12. LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION AND THE NATIONAL FOREST PRODUCTS ASSOCIATION'S NATIONAL DESIGN AND CONSTRUCTION SPECIFICATION FOR DIMENSIONAL LUMBER. ALL DIMENSIONS SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
13. WHERE ROOF PENETRATIONS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT AND WORK WITH THE MANUFACTURER OF THE ROOFING SYSTEM TO DETERMINE THE TYPE OF INSTALLATION. ROOF SHALL BE WATER-TIGHT.
14. ALL MEMBERS TO BE ORDERED AND NO WORK TO BE COMPLETED UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED IN WRITING.
15. SUBCONTRACTOR SHALL FIREPROOF ALL STEEL TO PRE-EXISTING CONDITIONS.

SPECIAL INSPECTIONS (REFERENCE IBC CHAPTER 17):

GENERAL: WHERE APPLICATION IS MADE FOR CONSTRUCTION, THE OWNER OR THE REGISTERED DESIGN PROFESSIONAL CHARGE ACCOUNT AS THE OWNER'S AGENT SHALL EMPLOY ONE OR MORE APPROVED AGENCIES TO PERFORM INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF WORK LISTED IN THE INSPECTION CHECKLIST ABOVE. THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE AND ENGINEERS OF RECORD INVOLVED IN THE DESIGN OF THE PROJECT SHALL BE RESPONSIBLE FOR THE QUALITY OF THE WORK. THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE QUALITY OF THE DESIGN AND SHALL BE RESPONSIBLE FOR THE QUALITY OF THE DESIGN. THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE QUALITY OF THE DESIGN.

STATEMENT OF SPECIAL INSPECTIONS: THE APPLICANT SHALL SIGN A STATEMENT OF SPECIAL INSPECTIONS PREPARED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE IN ACCORDANCE WITH SECTION 1705.7. AS A CONDITION FOR REGISTRATION, THIS STATEMENT SHALL BE IN ACCORDANCE WITH SECTION 1705.7.

SPECIAL INSPECTION CHECKLIST

CONSTRUCTION/INSULATION INSPECTIONS AND TESTING REQUIRED BY REGISTERED DESIGN PROFESSIONAL ENGINEER OF RECORD	REPORT ITEM	ENGINEER OF RECORD APPROVED
N/A	SHOP DRAWINGS	
N/A	MATERIAL SPECIFICATIONS	
N/A	FABRICATOR WIRE INSPECTION	
N/A	DRIVING SIGNS	
N/A	FRAMING SIGNS	
N/A	DURING CONSTRUCTION	
CONSTRUCTION/INSULATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY REGISTERED DESIGN PROFESSIONAL ENGINEER OF RECORD)	REPORT ITEM	
N/A	STEEL INSPECTIONS	
N/A	HIGH STRENGTH BOLT	
REQUIRED	HIGH WIND ZONE INSPECTIONS - FOUNDATION INSPECTIONS	
REQUIRED	CONCRETE COMP. STRENGTH, SLUMP TESTS AND PLACEMENT	
N/A	POST INSTALLED ANCHOR	
N/A	DRIFT VERIFICATION	
N/A	CHANGED WELD INSPECTION	
N/A	BREAKDOWN LIFT AND DESIGN	
N/A	DRIFT GALVANIZING	
N/A	DRIFT WIRE TENSION REPORT	
ADDITIONAL TESTING AND INSPECTIONS:		
AFTER CONSTRUCTION		
CONSTRUCTION/INSULATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY REGISTERED DESIGN PROFESSIONAL ENGINEER OF RECORD)	REPORT ITEM	
REQUIRED	INSPECTION/INSPECTOR REQUIRE (ON RECORD DRAWINGS)	
REQUIRED	POST INSTALLED ANCHOR	
N/A	PULL-OUT TESTING PROGRAMS	
REQUIRED	ADDITIONAL TESTING AND INSPECTIONS:	

- NOTES:**
1. REQUIRED PER ANY AND SHOP ASSIGNED PER OR STEEL.
 2. REQUIRED PER ANY AND SHOP ASSIGNED PER OR STEEL.
 3. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 4. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 5. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 6. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 7. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 8. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 9. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 10. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 11. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 12. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 13. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 14. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 15. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 16. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 17. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 18. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 19. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 20. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 21. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 22. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 23. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 24. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 25. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 26. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 27. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 28. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 29. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 30. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 31. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 32. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 33. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 34. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 35. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 36. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 37. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 38. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 39. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 40. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 41. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 42. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 43. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 44. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 45. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 46. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 47. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 48. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 49. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 50. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 51. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 52. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 53. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 54. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 55. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 56. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 57. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 58. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 59. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 60. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 61. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 62. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 63. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 64. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 65. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 66. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 67. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 68. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 69. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 70. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 71. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 72. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 73. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 74. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 75. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 76. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 77. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 78. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 79. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 80. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 81. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 82. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 83. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 84. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 85. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 86. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 87. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 88. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 89. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 90. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 91. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 92. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 93. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 94. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 95. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 96. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 97. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 98. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 99. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.
 100. PROVIDED BY GENERAL CONTRACTOR, PRIOR OF MATERIALS.

- NOTES:**
1. ALL CONNECTIONS TO BE SHIP WELDED & FIELD BOLTED.
 2. USING 3/4" A325-X BOLTS, UNLESS OTHERWISE NOTED.
 3. BEFORE ORDERING MATERIAL.
 4. BEFORE ORDERING MATERIAL.
 5. BEFORE ORDERING MATERIAL.
 6. BEFORE ORDERING MATERIAL.
 7. BEFORE ORDERING MATERIAL.
 8. BEFORE ORDERING MATERIAL.
 9. BEFORE ORDERING MATERIAL.
 10. BEFORE ORDERING MATERIAL.
 11. BEFORE ORDERING MATERIAL.
 12. BEFORE ORDERING MATERIAL.
 13. BEFORE ORDERING MATERIAL.
 14. BEFORE ORDERING MATERIAL.
 15. BEFORE ORDERING MATERIAL.
 16. BEFORE ORDERING MATERIAL.
 17. BEFORE ORDERING MATERIAL.
 18. BEFORE ORDERING MATERIAL.
 19. BEFORE ORDERING MATERIAL.
 20. BEFORE ORDERING MATERIAL.
 21. BEFORE ORDERING MATERIAL.
 22. BEFORE ORDERING MATERIAL.
 23. BEFORE ORDERING MATERIAL.
 24. BEFORE ORDERING MATERIAL.
 25. BEFORE ORDERING MATERIAL.
 26. BEFORE ORDERING MATERIAL.
 27. BEFORE ORDERING MATERIAL.
 28. BEFORE ORDERING MATERIAL.
 29. BEFORE ORDERING MATERIAL.
 30. BEFORE ORDERING MATERIAL.
 31. BEFORE ORDERING MATERIAL.
 32. BEFORE ORDERING MATERIAL.
 33. BEFORE ORDERING MATERIAL.
 34. BEFORE ORDERING MATERIAL.
 35. BEFORE ORDERING MATERIAL.
 36. BEFORE ORDERING MATERIAL.
 37. BEFORE ORDERING MATERIAL.
 38. BEFORE ORDERING MATERIAL.
 39. BEFORE ORDERING MATERIAL.
 40. BEFORE ORDERING MATERIAL.
 41. BEFORE ORDERING MATERIAL.
 42. BEFORE ORDERING MATERIAL.
 43. BEFORE ORDERING MATERIAL.
 44. BEFORE ORDERING MATERIAL.
 45. BEFORE ORDERING MATERIAL.
 46. BEFORE ORDERING MATERIAL.
 47. BEFORE ORDERING MATERIAL.
 48. BEFORE ORDERING MATERIAL.
 49. BEFORE ORDERING MATERIAL.
 50. BEFORE ORDERING MATERIAL.
 51. BEFORE ORDERING MATERIAL.
 52. BEFORE ORDERING MATERIAL.
 53. BEFORE ORDERING MATERIAL.
 54. BEFORE ORDERING MATERIAL.
 55. BEFORE ORDERING MATERIAL.
 56. BEFORE ORDERING MATERIAL.
 57. BEFORE ORDERING MATERIAL.
 58. BEFORE ORDERING MATERIAL.
 59. BEFORE ORDERING MATERIAL.
 60. BEFORE ORDERING MATERIAL.
 61. BEFORE ORDERING MATERIAL.
 62. BEFORE ORDERING MATERIAL.
 63. BEFORE ORDERING MATERIAL.
 64. BEFORE ORDERING MATERIAL.
 65. BEFORE ORDERING MATERIAL.
 66. BEFORE ORDERING MATERIAL.
 67. BEFORE ORDERING MATERIAL.
 68. BEFORE ORDERING MATERIAL.
 69. BEFORE ORDERING MATERIAL.
 70. BEFORE ORDERING MATERIAL.
 71. BEFORE ORDERING MATERIAL.
 72. BEFORE ORDERING MATERIAL.
 73. BEFORE ORDERING MATERIAL.
 74. BEFORE ORDERING MATERIAL.
 75. BEFORE ORDERING MATERIAL.
 76. BEFORE ORDERING MATERIAL.
 77. BEFORE ORDERING MATERIAL.
 78. BEFORE ORDERING MATERIAL.
 79. BEFORE ORDERING MATERIAL.
 80. BEFORE ORDERING MATERIAL.
 81. BEFORE ORDERING MATERIAL.
 82. BEFORE ORDERING MATERIAL.
 83. BEFORE ORDERING MATERIAL.
 84. BEFORE ORDERING MATERIAL.
 85. BEFORE ORDERING MATERIAL.
 86. BEFORE ORDERING MATERIAL.
 87. BEFORE ORDERING MATERIAL.
 88. BEFORE ORDERING MATERIAL.
 89. BEFORE ORDERING MATERIAL.
 90. BEFORE ORDERING MATERIAL.
 91. BEFORE ORDERING MATERIAL.
 92. BEFORE ORDERING MATERIAL.
 93. BEFORE ORDERING MATERIAL.
 94. BEFORE ORDERING MATERIAL.
 95. BEFORE ORDERING MATERIAL.
 96. BEFORE ORDERING MATERIAL.
 97. BEFORE ORDERING MATERIAL.
 98. BEFORE ORDERING MATERIAL.
 99. BEFORE ORDERING MATERIAL.
 100. BEFORE ORDERING MATERIAL.

at&t

4411 HOBBS BLVD
 6441 BRIDGE STREET
 EAST SYRACUSE NY 13227
 PHONE: 731.713.4225

CENTERLINE
 CONSULTING ENGINEERS & ARCHITECTS, INC.

70 HUNTER CENTER ST SUITE 447
 WEST BRIDGEWATER, MA 02729
 PHONE: 781.713.4225

REVISIONS	DATE	DESCRIPTION
6	12/23/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
4	09/28/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
2	06/02/20	CONSTRUCTION REVISED
1	05/21/20	ISSUED FOR CONSTRUCTION

DESIGNED BY:	APPROVED BY:
KT	DC

STATE OF NEW YORK
 COUNTY OF ONEIDA
 LICENSED PROFESSIONAL ENGINEER

NOTES:

1. ALL CONNECTIONS TO BE SHIP WELDED & FIELD BOLTED.
2. USING 3/4" A325-X BOLTS, UNLESS OTHERWISE NOTED.
3. BEFORE ORDERING MATERIAL.
4. BEFORE ORDERING MATERIAL.
5. BEFORE ORDERING MATERIAL.
6. BEFORE ORDERING MATERIAL.
7. BEFORE ORDERING MATERIAL.
8. BEFORE ORDERING MATERIAL.
9. BEFORE ORDERING MATERIAL.
10. BEFORE ORDERING MATERIAL.
11. BEFORE ORDERING MATERIAL.
12. BEFORE ORDERING MATERIAL.
13. BEFORE ORDERING MATERIAL.
14. BEFORE ORDERING MATERIAL.
15. BEFORE ORDERING MATERIAL.
16. BEFORE ORDERING MATERIAL.
17. BEFORE ORDERING MATERIAL.
18. BEFORE ORDERING MATERIAL.
19. BEFORE ORDERING MATERIAL.
20. BEFORE ORDERING MATERIAL.
21. BEFORE ORDERING MATERIAL.
22. BEFORE ORDERING MATERIAL.
23. BEFORE ORDERING MATERIAL.
24. BEFORE ORDERING MATERIAL.
25. BEFORE ORDERING MATERIAL.
26. BEFORE ORDERING MATERIAL.
27. BEFORE ORDERING MATERIAL.
28. BEFORE ORDERING MATERIAL.
29. BEFORE ORDERING MATERIAL.
30. BEFORE ORDERING MATERIAL.
31. BEFORE ORDERING MATERIAL.
32. BEFORE ORDERING MATERIAL.
33. BEFORE ORDERING MATERIAL.
34. BEFORE ORDERING MATERIAL.
35. BEFORE ORDERING MATERIAL.
36. BEFORE ORDERING MATERIAL.
37. BEFORE ORDERING MATERIAL.
38. BEFORE ORDERING MATERIAL.
39. BEFORE ORDERING MATERIAL.
40. BEFORE ORDERING MATERIAL.
41. BEFORE ORDERING MATERIAL.
42. BEFORE ORDERING MATERIAL.
43. BEFORE ORDERING MATERIAL.
44. BEFORE ORDERING MATERIAL.
45. BEFORE ORDERING MATERIAL.
46. BEFORE ORDERING MATERIAL.
47. BEFORE ORDERING MATERIAL.
48. BEFORE ORDERING MATERIAL.
49. BEFORE ORDERING MATERIAL.
50. BEFORE ORDERING MATERIAL.
51. BEFORE ORDERING MATERIAL.
52. BEFORE ORDERING MATERIAL.
53. BEFORE ORDERING MATERIAL.
54. BEFORE ORDERING MATERIAL.
55. BEFORE ORDERING MATERIAL.
56. BEFORE ORDERING MATERIAL.
57. BEFORE ORDERING MATERIAL.
58. BEFORE ORDERING MATERIAL.
59. BEFORE ORDERING MATERIAL.
60. BEFORE ORDERING MATERIAL.
61. BEFORE ORDERING MATERIAL.
62. BEFORE ORDERING MATERIAL.
63. BEFORE ORDERING MATERIAL.
64. BEFORE ORDERING MATERIAL.
65. BEFORE ORDERING MATERIAL.
66. BEFORE ORDERING MATERIAL.
67. BEFORE ORDERING MATERIAL.
68. BEFORE ORDERING MATERIAL.
69. BEFORE ORDERING MATERIAL.
70. BEFORE ORDERING MATERIAL.
71. BEFORE ORDERING MATERIAL.
72. BEFORE ORDERING MATERIAL.
73. BEFORE ORDERING MATERIAL.
74. BEFORE ORDERING MATERIAL.
75. BEFORE ORDERING MATERIAL.
76. BEFORE ORDERING MATERIAL.
77. BEFORE ORDERING MATERIAL.
78. BEFORE ORDERING MATERIAL.
79. BEFORE ORDERING MATERIAL.
80. BEFORE ORDERING MATERIAL.
81. BEFORE ORDERING MATERIAL.
82. BEFORE ORDERING MATERIAL.
83. BEFORE ORDERING MATERIAL.
84. BEFORE ORDERING MATERIAL.
85. BEFORE ORDERING MATERIAL.
86. BEFORE ORDERING MATERIAL.
87. BEFORE ORDERING MATERIAL.
88. BEFORE ORDERING MATERIAL.
89. BEFORE ORDERING MATERIAL.
90. BEFORE ORDERING MATERIAL.
91. BEFORE ORDERING MATERIAL.
92. BEFORE ORDERING MATERIAL.
93. BEFORE ORDERING MATERIAL.
94. BEFORE ORDERING MATERIAL.
95. BEFORE ORDERING MATERIAL.
96. BEFORE ORDERING MATERIAL.
97. BEFORE ORDERING MATERIAL.
98. BEFORE ORDERING MATERIAL.
99. BEFORE ORDERING MATERIAL.
100. BEFORE ORDERING MATERIAL.

SHEET TITLE: STRUCTURAL NOTES
 DRAWING # SN-1
 REVISION: 6

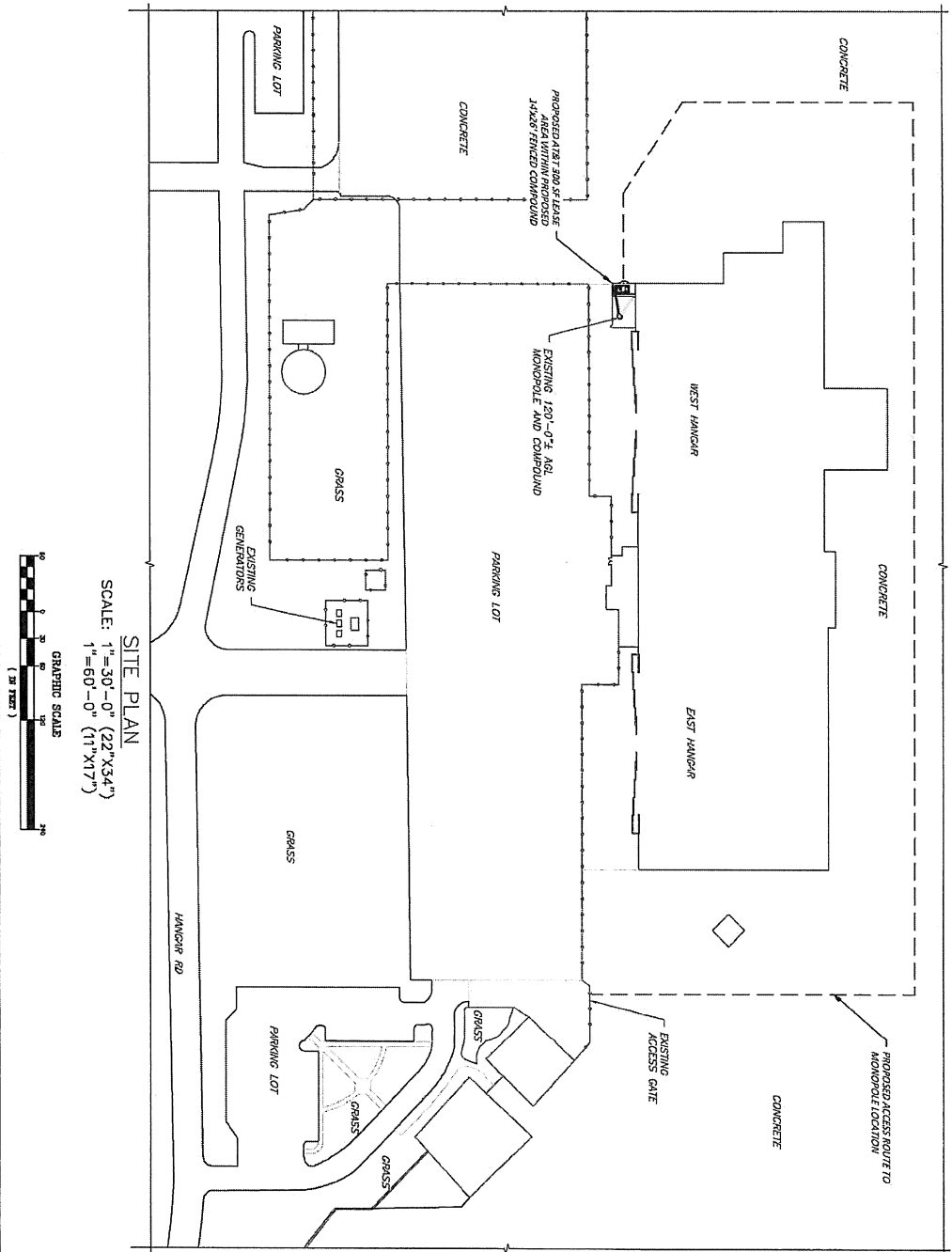
SITE ADDRESS: 6441 BRIDGE STREET
 WEST BRIDGEWATER, MA 02729
 PHONE: 781.713.4225

PROJECT TYPE: NSB 2020

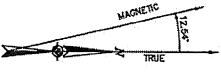
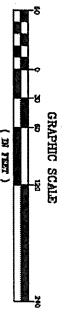
CLIENT: GERTISS BUSINESS PARK
 15170207

DESIGNED BY: KT
 APPROVED BY: DC

- NOTES:**
1. REFERENCE STRUCTURAL ANALYSIS BY OTHERS FOR FURTHER INFORMATION OF THE ENGINEER. THE ENGINEER HAS CONDUCTED VISUAL INSPECTION OF THE EXISTING STRUCTURE TO SUPPORT THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL PE DATA SHEET FOR FINAL ANTENNA SETTINGS.



SITE PLAN
 SCALE: 1"=30'-0" (22"x34")
 1"=60'-0" (11"x17")

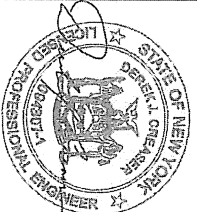


at&t
 4841 BROAD STREET
 EAST SYRACUSE, NY 10537

CENTERLINE
 780 WEST CENTER ST. SUITE 301
 WEST BROOKFIELD, MA 02719
 PHONE: 781.719.4725

NO.	DATE	DESCRIPTION
1	05/13/20	ISSUED FOR CONSTRUCTION
2	06/02/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
4	06/26/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED

DESIGNED BY: KT
 APPROVED BY: DC



SITE PLAN

PROJECT TYPE: NSB 2020

SITE ADDRESS: GRIFFISS INTERNATIONAL AIRPORT, GRIFFISS INTERNATIONAL ROAD, FOLEY, NY 13441

F.I. NUMBER: 15170207

SITE NAME: GRIFFISS BUSINESS PARK

PROJECT NO.: 15170207

DATE: 12/23/20

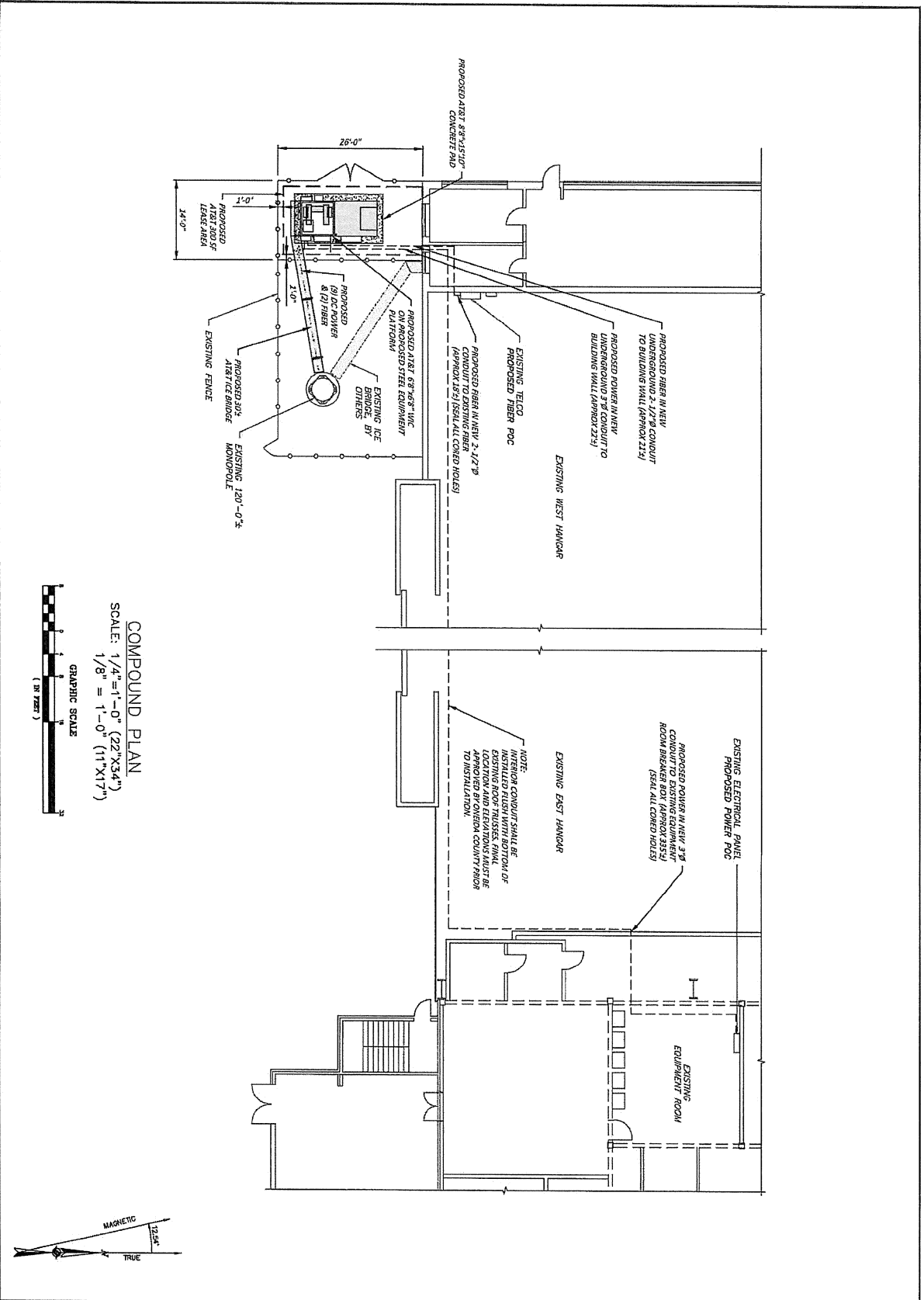
SCALE: 1"=30'-0" (22"x34")
 1"=60'-0" (11"x17")

GRAPHIC SCALE (IN FEET)

SHEET TITLE: SITE PLAN

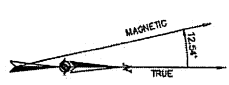
DRAWING # A-1

REVISION: 6



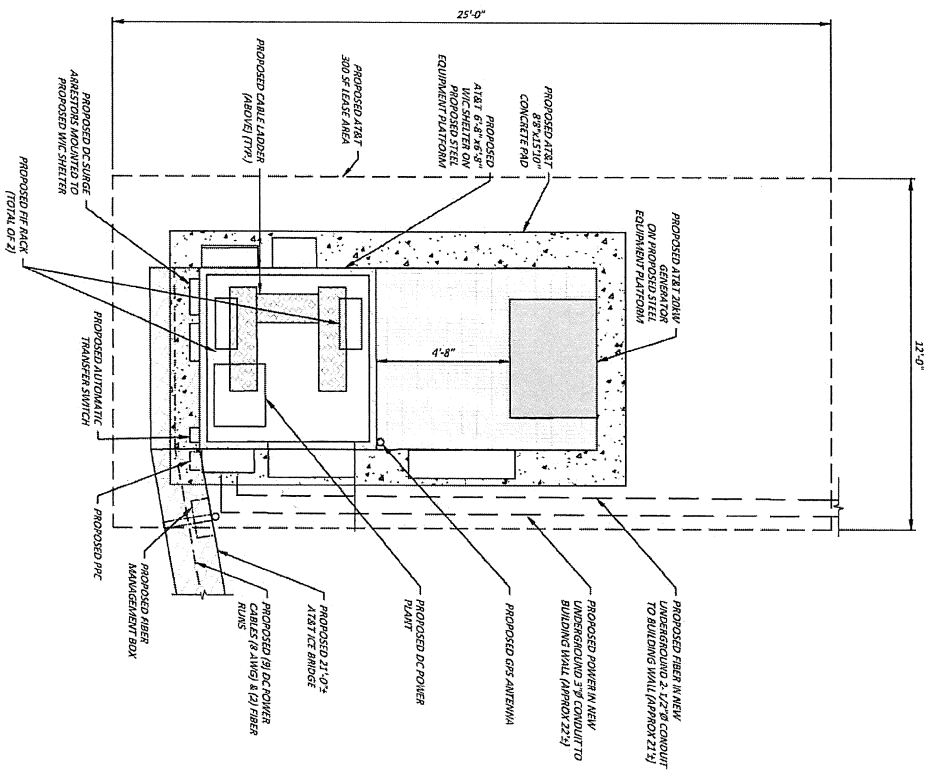
COMPOUND PLAN
 SCALE: 1/4" = 1'-0" (22"x34")
 1/8" = 1'-0" (11"x17")

GRAPHIC SCALE
 (IN FEET)



<p>AT&T COMMUNITY CORP. 6411 BRIDGE STREET EAST SYRACUSE, NY 13227</p>		<p>794 WEST CENTER ST. SUITE 201 WEST BIRCHMOUNT, PA 15080 PHONE: 724.773.4225</p>																						
<p>REVISIONS</p> <table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td>1</td><td>06/13/20</td><td>ISSUED FOR CONSTRUCTION</td></tr> <tr><td>2</td><td>06/02/20</td><td>CONSTRUCTION REVISED</td></tr> <tr><td>3</td><td>06/15/20</td><td>CONSTRUCTION REVISED</td></tr> <tr><td>4</td><td>06/26/20</td><td>CONSTRUCTION REVISED</td></tr> <tr><td>5</td><td>12/16/20</td><td>CONSTRUCTION REVISED</td></tr> <tr><td>6</td><td>12/23/20</td><td>CONSTRUCTION REVISED</td></tr> </table>		NO.	DATE	DESCRIPTION	1	06/13/20	ISSUED FOR CONSTRUCTION	2	06/02/20	CONSTRUCTION REVISED	3	06/15/20	CONSTRUCTION REVISED	4	06/26/20	CONSTRUCTION REVISED	5	12/16/20	CONSTRUCTION REVISED	6	12/23/20	CONSTRUCTION REVISED	<p>DESIGNED BY: _____ APPROVED BY: _____ KT. DC</p>	
NO.	DATE	DESCRIPTION																						
1	06/13/20	ISSUED FOR CONSTRUCTION																						
2	06/02/20	CONSTRUCTION REVISED																						
3	06/15/20	CONSTRUCTION REVISED																						
4	06/26/20	CONSTRUCTION REVISED																						
5	12/16/20	CONSTRUCTION REVISED																						
6	12/23/20	CONSTRUCTION REVISED																						
<p>STATE OF NEW YORK DEPT. OF CORRECTIONS PROFESSIONAL ENGINEER</p>																								
<p>PROJECT TYPE: NSB 2020</p> <p>SHEET TITLE: COMPOUND PLAN</p> <p>DRAWING #: A-2</p> <p>REVISION: 6</p>																								

- NOTES:**
1. REFERENCE STRUCTURAL ANALYSIS BY OTHERS FOR THE FINAL ANALYSIS OF THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL RE DATA SHEET FOR FINAL ANTENNA SETTINGS.
 3. EXISTING CONDITION TO BE FIELD VERIFIED PRIOR TO ANY WORK.



EQUIPMENT PLAN
 SCALE: 1"=1'-0" (22"x34")
 1/2" = 1'-0" (11'x17")

GRAPHIC SCALE
 (IN FEET)

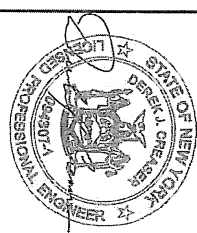


AT&T MOBILITY CORP.
 6411 BRIDGE STREET
 EAST SYRACUSE, NY 13057

749 WEST COOPER ST. SUITE 401
 WEST SYRACUSE, NY 13090
 PHONE: 315.432.9225

NO.	DATE	DESCRIPTION
1	05/15/20	ISSUED FOR CONSTRUCTION
2	05/20/20	CONSTRUCTION REVISED
3	05/19/20	CONSTRUCTION REVISED
4	05/26/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED

DESIGNED BY: KT
 APPROVED BY: DC



SHEET TITLE: EQUIPMENT PLAN

PROJECT TITLE: NSB 2020

SITE NAME: GRIFFISS BUSINESS PARK

FA NUMBER: 15179207

SITE ADDRESS: GRIFFISS INTERNATIONAL AIRPORT, ROSE, NY 13441

PROJECT TIME: NSB 2020

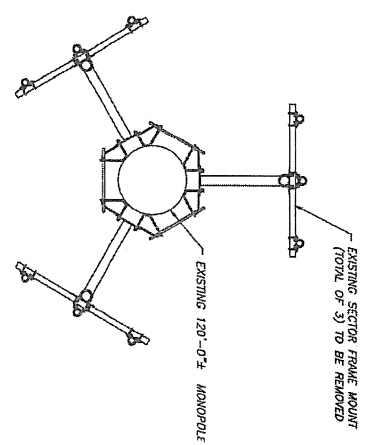
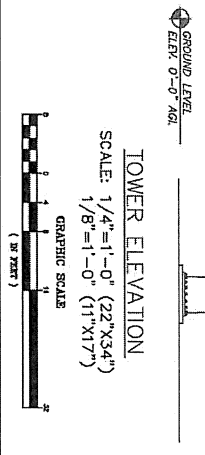
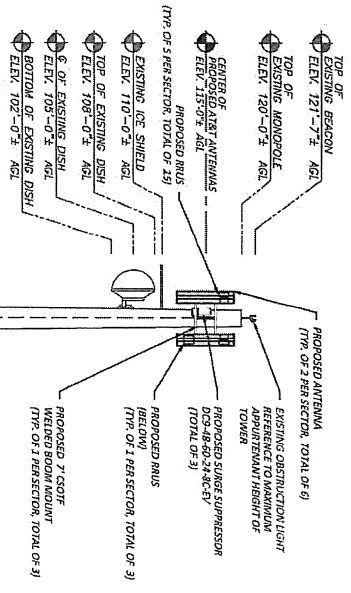
DESIGNED BY: KT

APPROVED BY: DC

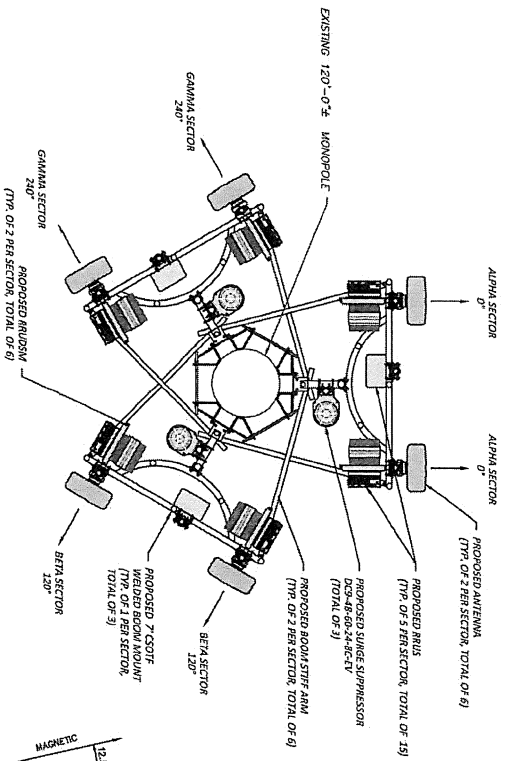
DRAWING #: A-3

REVISION: 6

- NOTES:**
1. REFERENCE THE LATEST STRUCTURAL ANALYSIS REPORT BY CENTERLINE ENGINEERS FOR THE MOST RECENT INFORMATION REGARDING THE CAPACITY OF THE ANTENNA MOUNTS TO SUPPORT THIS EQUIPMENT US SHOWN.
 2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS, EXISTING CONDITIONS TO BE FIELD VERIFIED PRIOR TO ANY WORK.
 - 3.



EXISTING ANTENNA CONFIGURATION
SCALE: N.T.S.



PROPOSED ANTENNA CONFIGURATION
SCALE: N.T.S.

441 HIGHLAND CORP.
 641 BRIDGE STREET
 EAST STRAUSSE, NY 11377

740 WEST CENTER ST SUITE 301
 WEST BRIDGEWATER MA 02729
 PHONE: 981.718.4728

REVISIONS

NO.	DATE	ISSUED FOR CONSTRUCTION	DESCRIPTION
1	05/13/20	ISSUED FOR CONSTRUCTION	
2	06/02/20	CONSTRUCTION REVISED	
3	06/19/20	CONSTRUCTION REVISED	
4	06/28/20	CONSTRUCTION REVISED	
5	12/10/20	CONSTRUCTION REVISED	
6	12/23/20	CONSTRUCTION REVISED	

DESIGNED BY: KT
 APPROVED BY: DC



THE STATE OF NEW YORK
 ENGINEERING
 ROBERT A. BASCOTI
 LICENSE NO. 130907-A
 EXPIRES 12/31/2024

PROJECT NAME: GRIFFISS BUSINESS PARK
 SITE NUMBER: 13170207
 SITE ADDRESS: GRIFFISS BUSINESS PARK, GRIFFISS RD, BANGOR, NY 13441
 PROJECT TYPE: NSB 2020

SHEET TITLE: ANTENNA LAYOUT & ELEVATIONS
 DRAWING # A-4
 REVISION: 5

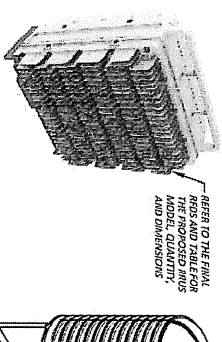
SECTOR	EXISTING/ PROPOSED	BAND	ANTENNA	SIZE (INCHES) (L x W x D)	ANTENNA HEIGHT	AZIMUTH	TILT/ DIP/SLUR	RRU	SIZE (INCHES) (L x W x H)	FEEPER	RAYCAP
A1	PROPOSED	-	NNM4-95C-30M17	98.0X20.0X8.0	±115'	0°	-	(P) (1) 4449 B2/B8B4 RRUUS (P) (1) 6849 B2/88B4 RRUUS	18.0X13.0X10.0 15.0X13.0X11.0	-	-
A2	-	-	-	-	-	-	-	-	-	(P) (3) DC POWER & (1) FIBER	-
A3	-	-	-	-	-	-	-	-	-	-	-
A4	PROPOSED	-	NNM4-95C-30M17	98.0X20.0X8.0	±115'	0°	-	(P) (1) 4478 B1/4 RRUUS (P) (1) 4416 B30 RRUUS (P) (1) 4415 B25 RRUUS	17.0X13.0X8.0 15.0X13.0X8.0 15.0X13.0X8.0	-	(P) (1) RAYCAP DC9-60-60-24-24-24-24-24-EV
B1	PROPOSED	-	NNM4-95C-30M17	98.0X20.0X8.0	±115'	120°	-	(P) (1) 4449 B2/18 RRUUS (P) (1) 6849 B2/88B4 RRUUS	18.0X13.0X10.0 15.0X13.0X11.0	(P) (3) DC POWER & (1) FIBER	-
B2	-	-	-	-	-	-	-	-	-	(P) (3) DC POWER & (1) FIBER	-
B3	-	-	-	-	-	-	-	-	-	-	-
B4	PROPOSED	-	NNM4-95C-30M17	98.0X20.0X8.0	±115'	120°	-	(P) (1) 4478 B1/4 RRUUS (P) (1) 4416 B30 RRUUS (P) (1) 4415 B25 RRUUS	17.0X13.0X8.0 15.0X13.0X8.0 15.0X13.0X8.0	-	(P) (1) RAYCAP DC9-60-60-24-24-24-24-EV
C1	PROPOSED	-	NNM4-95C-30M17	98.0X20.0X8.0	±115'	240°	-	(P) (1) 4449 B2/18 RRUUS (P) (1) 6849 B2/88B4 RRUUS	18.0X13.0X10.0 15.0X13.0X11.0	-	-
C2	-	-	-	-	-	-	-	-	-	(P) (3) DC POWER	-
C3	-	-	-	-	-	-	-	-	-	-	-
C4	PROPOSED	-	NNM4-95C-30M17	98.0X20.0X8.0	±115'	240°	-	(P) (1) 4478 B1/4 RRUUS (P) (1) 4416 B30 RRUUS (P) (1) 4415 B25 RRUUS	17.0X13.0X8.0 15.0X13.0X8.0 15.0X13.0X8.0	-	(P) (1) RAYCAP DC9-60-60-24-24-24-24-EV

QUANTITY	MODEL	L	W	D
3(P)	4478 B1/4 RRUUS	14.1"	13.4"	8.3"
3(P)	4449 B2/18 RRUUS	18.0"	13.2"	10.4"
3(P)	4415 B25 RRUUS	16.5"	13.4"	5.9"
3(P)	4416 B30 RRUUS	18.5"	13.4"	5.9"
3(P)	6849 B2/88B4 RRUUS	14.9"	13.2"	10.9"

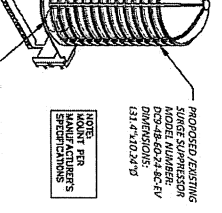
RRU CHART

NOTES:

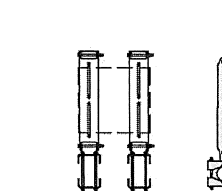
- REFERENCE THE LATEST STRUCTURAL ANALYSIS REPORT BY CENTERLINE COMMUNICATIONS FOR FURTHER INFORMATION REGARDING THE WEIGHTS TO SUPPORT THIS EQUIPMENT UPGRADE.
- REFER TO THE FINAL DATA SHEET FOR FINAL ANTENNA SETTINGS.



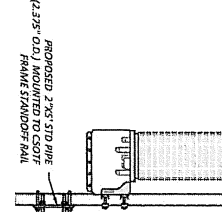
DC SURGE SUPPRESSOR DETAIL
N.T.S.



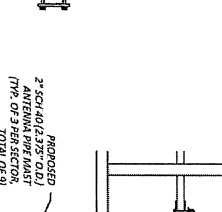
RRU MOUNT DETAIL
N.T.S.



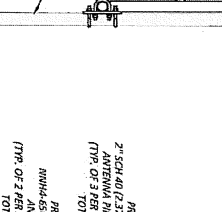
BACK TO BACK RRU MOUNT DETAIL
N.T.S.



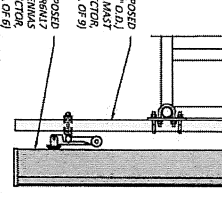
SURGE ARRESTOR MOUNTING DETAIL
N.T.S.



ANTENNA & RRU MOUNTING DETAIL
N.T.S.



ANTENNA & RRU MOUNTING DETAIL
N.T.S.



ANTENNA & RRU MOUNTING DETAIL
N.T.S.

481 MOBILITY CORP.
6444 BRIDGE STREET
EAST SYRACUSE, NY 14657

CENTERLINE
COMMUNICATIONS

780 WEST CENTER ST. SUITE 501
WEST BIRDSOFAWNER, MA 02379
PHONE: 781.713.4725

ISSUED BY: [Signature] APPROVED BY: [Signature]

KIT DC

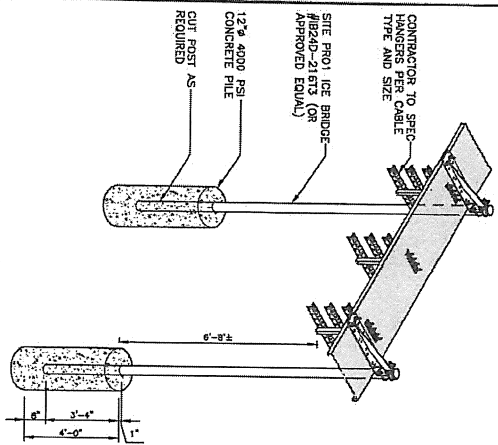
NO. DATE DESCRIPTION

6	11/23/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
4	09/26/20	CONSTRUCTION REVISED
3	09/15/20	CONSTRUCTION REVISED
2	05/02/20	CONSTRUCTION REVISED
1	05/13/20	ISSUED FOR CONSTRUCTION

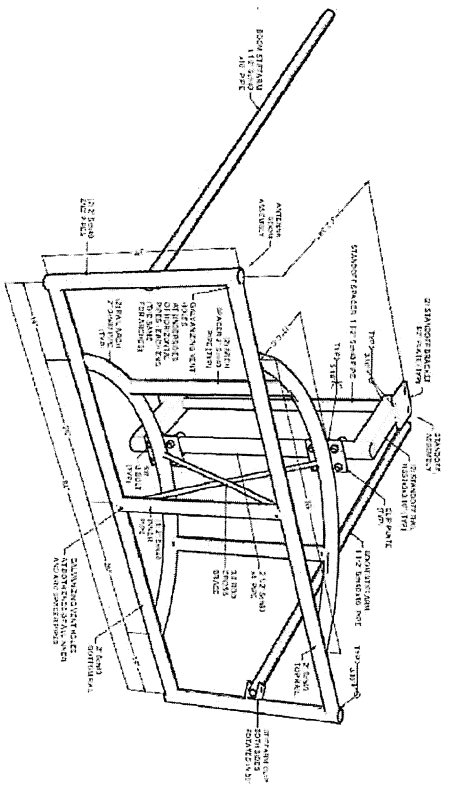
STATE OF NEW YORK
Professional Engineer
No. 00000000000000000000

SHEET TITLE: DETAILS
DRAWING # : A-5
VERSION: 6

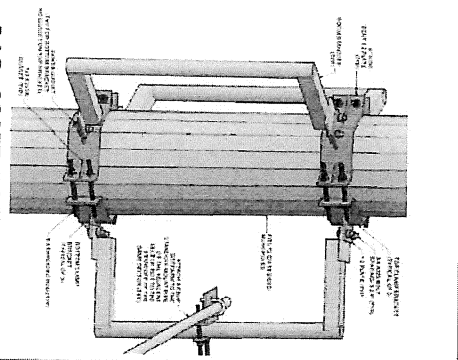
SITE NAME: GRIFESS BUSINESS PARK
FA NUMBER: 151720207
SITE ADDRESS: INTERNATIONAL AIRPORT,
GRIFESS 650 HANSEN ROAD,
ROME, NY 13441
PROJECT TYPE: NSB 2020



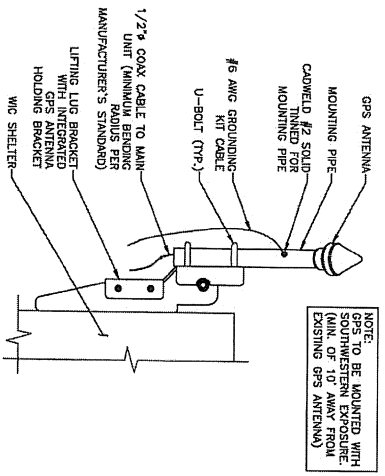
COMSCOPE WB-K210-B
ICE BRIDGE DETAIL
N.T.S.



D&D CSOFT BOOM MOUNT DETAIL
N.T.S.

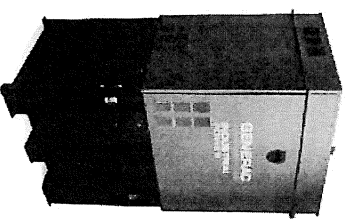


D&D CSOFT BOOM MOUNT CONNECTION DETAIL
N.T.S.



GPS MOUNTING DETAIL
N.T.S.

20 KW GENERATOR SPECS	
MODEL	G007898-0
MANF.	GENERAC
HEIGHT	90.0"
WIDTH	38.0"
LENGTH	43.0"



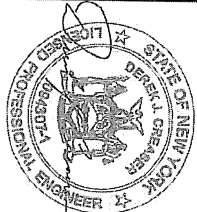
GENERATOR DETAIL

AT&T
70 WEST CENTER ST., SUITE 301
WEST BROADWAY, MA 02179
PHONE: 781.713.9229

CENTERLINE
70 WEST CENTER ST., SUITE 301
WEST BROADWAY, MA 02179
PHONE: 781.713.9229

NO.	DATE	DESCRIPTION
1	05/17/20	ISSUED FOR CONSTRUCTION
2	06/02/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
4	06/26/20	CONSTRUCTION REVISED
5	10/10/20	CONSTRUCTION REVISED
6	11/23/20	CONSTRUCTION REVISED

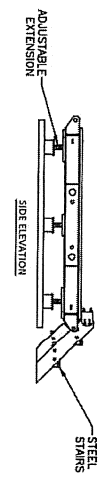
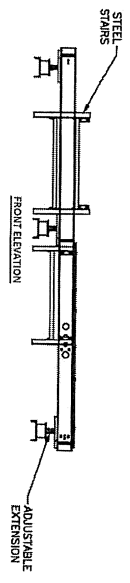
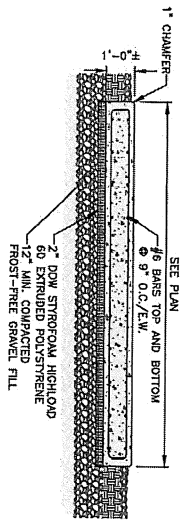
DESIGNED BY: APPROVED BY: DC



SITE NAME	GRIFISS BUSINESS PARK
FA NUMBER	15170207
SITE ADDRESS	GRIFISS INTERNATIONAL AIRPORT, 690 HANCOCK ROAD ROULE, NY 13441
PROJECT TYPE	NSB 2020
SHEET TITLE	DETAILS
DRAWING #	A-6
REVISION	6

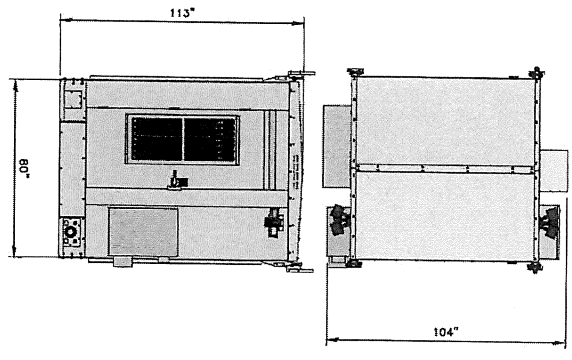
FOUNDATION NOTES & CONCRETE SPECIFICATIONS:

1. FOUNDATION AREA SHALL BE EXCAVATED TO THE DEPTH AND DIMENSIONS SHOWN ON THE PLANS. EXISTING LEDGE AND ALL OTHER EXISTING UNSUITABLE MATERIAL SHALL BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE. THE SUBGRADE SHALL BE ROLLED WITH A 1-TON VIBRATOR, COMPACTED TO THE DEPTH AND DIMENSIONS SHOWN ON THE PLANS TO A MINIMUM TO PROVIDE UNWELED SURFACE.
2. UNDERCUT SOFT OR "WEAKING" AREAS A MINIMUM OF 12 INCHES DEEP. ALL UNDERCUT AREAS SHALL BE FILL WITH FILL MEETING THE SPECIFICATIONS OF STRUCTURAL FILL.
3. CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (C/M) PAD PER CONCRETE TO BE AIR ENTRAINED, DESIRED AIR CONTENT TO BE 0% (PLUS OR MINUS 2%)
4. REINFORCING BAR TO BE ASTM A615 GRADE 60.
5. WELDED WIRE FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A185.
6. COORDINATE WITH MANUFACTURER OF PREFABRICATED SHELTER FOR LOCATION OF ATTACHMENTS TO BASE SLAB.
7. ALL REINFORCING TO HAVE MINIMUM CONCRETE COVER PER ACI SPECIFICATIONS.
8. ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO LATEST EDITION OF ACI 318 AND APPLICABLE STATE BUILDING CODE.
9. CONCRETE SLAB SHALL COMPLY WITH ACSE 32-01 DESIGN AND CONSTRUCTION OF FROST-PROTECTED SHALLOW FOUNDATIONS & ACI 308R-10 GUIDE TO DESIGN OF SLABS-ON-GROUND.



PLATFORM DETAIL
N.T.S.

NOTE:
PLATFORM DESIGN
BY OTHERS



NOTES:
1. WIC PLATFORM TO CONCRETE PAD WITH 5/8" STAINLESS STEEL WEDGE ANCHORS PER MANUFACTURER'S RECOMMENDATIONS.
2. (2) OUTDOOR O.C.12.3 WILL BE ACQUIRED ON THE EXTERIOR WIC SHELTER

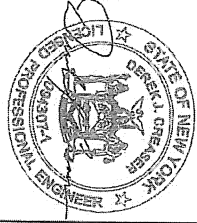
WIC SHELTER DETAIL

441 MOBILITY CORP.
841 BRIDGE STREET
EAST SPRINGFIELD, NY 10857

789 WEST CENTER ST., SUITE 301
WEST BRIDGEWATER, MA 02079
PHONE: 781.713.3225

NO.	DATE	DESCRIPTION
1	06/15/20	ISSUED FOR CONSTRUCTION
2	06/02/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
4	06/26/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED

DESIGNED BY: **KT**
APPROVED BY: **DC**



PROJECT TYPE	NSR 2020
SHEET TITLE	DETAILS
DRAWING #	A-7
REVISION	6



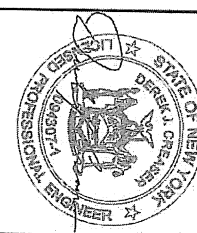
4&S MOBILITY CORP.
4841 BRIDGE STREET
EAST SYRACUSE, NY 13057



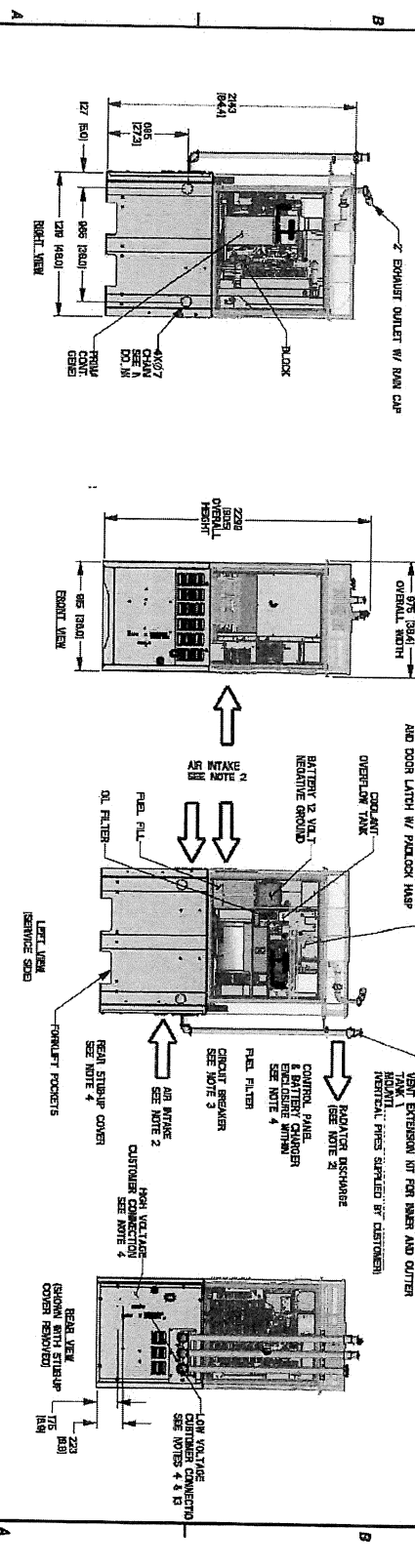
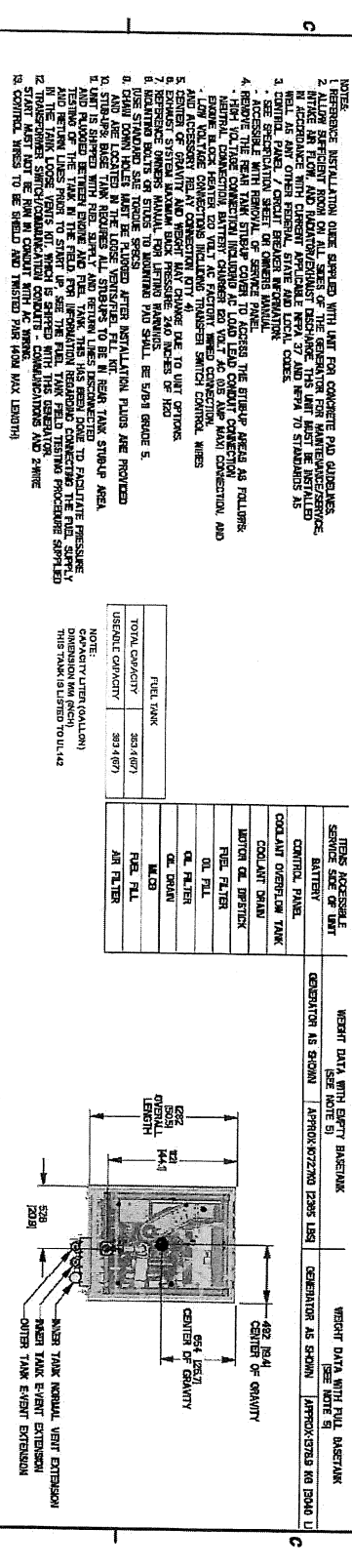
750 WEST CENTER ST SUITE 301
WEST BRIDGEWATER, MA 02712
PHONE: 781.713.4225

NO.	DATE	DESCRIPTION
1	05/15/20	ISSUED FOR CONSTRUCTION
2	09/02/20	CONSTRUCTION REVISED
3	09/15/20	CONSTRUCTION REVISED
4	09/28/20	CONSTRUCTION REVISED
5	12/01/20	CONSTRUCTION REVISED
6	11/23/20	CONSTRUCTION REVISED

DESIGNED BY: **KT**
APPROVED BY: **DC**



PROJECT TITLE:	GENERATOR DETAILS
ENGINEER:	A-8
REVISION:	6
SITE NAME: SWIFFINS BUSINESS PARK SITE ADDRESS: GRIFFISS INTERNATIONAL AIRPORT, 650 HANCOCK ROAD, ROSELAND, NJ 07068 PROJECT TYPE: NSB 2020	



FUEL TANK		
TOTAL CAPACITY	383.4 (97)	
USEFUL CAPACITY	383.4 (97)	

BATTERY		WEIGHT DATA WITH FULL BATTERY
CONTROL PANEL		GENERATOR AS SHOWN APPROX. 27220 LBS L&E
COOLANT OVERFLOW TANK		GENERATOR AS SHOWN APPROX. 5769 LB 12600 L
COOLANT DRAIN		SEE NOTE 9
FUEL OIL OVERFLOW		
FUEL FILTER		
OIL FILTER		
OIL DRAIN		
FUEL FILTR.		
AIR FILTER		

- NOTE:**
- REFERENCE INSTALLATION QUOTE SHOWN WITH UNIT FOR CONCRETE PAD GUIDELINES.
 - ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE/REPAIRS, IN ACCORDANCE WITH CONSTRUCTION BEST PRACTICES. THIS UNIT MUST BE INSTALLED WELL AS ANY OTHER FEDERAL, STATE AND LOCAL CODES.
 - CONCRETE PADS, CURB, GROUND LEVEL, ELEVATION.
 - ACCESSIBLE WITH REMOVAL OF SERVICE PANEL.
 - REMOVE THE REAR TANK STRAP COVER TO ACCESS THE STRAP AREA AS FOLLOWS:
 A. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 B. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 C. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 D. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 - REMOVE THE REAR TANK STRAP COVER TO ACCESS THE STRAP AREA AS FOLLOWS:
 A. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 B. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 C. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 D. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 - REMOVE THE REAR TANK STRAP COVER TO ACCESS THE STRAP AREA AS FOLLOWS:
 A. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 B. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 C. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 D. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 - REMOVE THE REAR TANK STRAP COVER TO ACCESS THE STRAP AREA AS FOLLOWS:
 A. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 B. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 C. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 D. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 - REMOVE THE REAR TANK STRAP COVER TO ACCESS THE STRAP AREA AS FOLLOWS:
 A. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 B. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 C. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 D. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 - REMOVE THE REAR TANK STRAP COVER TO ACCESS THE STRAP AREA AS FOLLOWS:
 A. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 B. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 C. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 D. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 - REMOVE THE REAR TANK STRAP COVER TO ACCESS THE STRAP AREA AS FOLLOWS:
 A. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 B. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 C. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 D. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 - REMOVE THE REAR TANK STRAP COVER TO ACCESS THE STRAP AREA AS FOLLOWS:
 A. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 B. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 C. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 D. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 - REMOVE THE REAR TANK STRAP COVER TO ACCESS THE STRAP AREA AS FOLLOWS:
 A. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 B. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 C. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 D. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 - REMOVE THE REAR TANK STRAP COVER TO ACCESS THE STRAP AREA AS FOLLOWS:
 A. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 B. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 C. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.
 D. REMOVE THE REAR TANK STRAP COVER AS SHOWN TO ACCESS THE STRAP CONNECTOR.

A1 3KWV DIESEL GENERATOR DETAIL

FLOOR ASSEMBLY - MIN 2-1/2 IN. THICK REINFORCED CONCRETE. MAX DIAMETER OF OPENING IS 3'-7/8 IN.

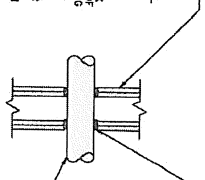
FILL VOID OR CAVITY - SEALANT - MIN 1/2 IN. THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS FLUSH WITH TOP SURFACE OF FLOOR. AT POINT CONTACT, MIN 1/2 IN. DIA. BEAD OF FILL CONCRETE/SEALANT/PIPE INTERFACE ON TOP SURFACE OF FLOOR.

HALF CONSTRUCTION CHANGES, DIV. OF HILL INC. - ES-ONE MAX INDUSTRSEENT
SEALANT

UL SYSTEM NUMBER: F-44-1028
F RATING - 2 HR.

PFC AND CONDUIT PENETRATION DETAIL IN CONCRETE OR MASONRY

WALL ASSEMBLY - THE 1 OR 2 HR. FIRE-RATED Gypsum WALLBOARD/STUD WALL ASSEMBLY SHALL BE CONSTRUCTED OF THE MATERIALS AND IN THE MANNER SPECIFIED IN THE DESIGNS IN THE UL FIRE RESISTANCE DIRECTORY AND SHALL INCLUDE THE FOLLOWING CONSTRUCTION FEATURES:
WOOD STUDS OR STEEL CHANNEL STUDS, WOOD STUDS TO CONSIST OF NOM 2 BY 4 IN. LUMBER SPACED 16 IN. OC, 24 IN. OC, W/NO STEEL STUDS. THE USES AND SHEET METAL OPENING EXCEEDS THE WIDTH OF STUD CAVITY, THE OPENING SHALL BE REINFORCED WITH 2 #4 BARS AND 2 #4 BARS SHOWN ATTACHED TO THE STEEL STUDS AT EACH END, THE PENETRATING ITEM SHALL BE WELDED TO THE STEEL STUDS AND 4 TO 6 IN. HIGHER THAN THE DIA. OF THE PENETRATING ITEM SUCH THAT WHEN THE PENETRATING ITEM IS PRESENT BETWEEN THE PENETRATING ITEM AND THE PENETRATING ITEM ON ALL FOUR SIDES - 6 IN. THICK, 4 IN. WIDE WITH THICKNESS, NUMBER OF LAYERS, FASTENER TYPE AND SHEET OR LINO SERIES DESIGN IN THE UL FIRE RESISTANCE DIRECTORY.



UL SYSTEM NUMBER: W-1-1004
F RATING - 1 & 2 HR.

PFC AND CONDUIT PENETRATION DETAIL IN GYPSUM WALLBOARD

FILL VOID OR CAVITY - MIN MATERIAL - SEALANT - MIN 1/2 IN. THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS FLUSH WITH TOP SURFACE OF FLOOR. AT POINT CONTACT, MIN 1/2 IN. DIA. BEAD OF FILL CONCRETE/SEALANT/PIPE INTERFACE ON TOP SURFACE OF FLOOR OR BOTH SURFACES OF WALL.

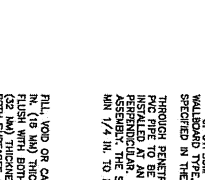
HALF CONSTRUCTION CHANGES, DIV. OF HILL INC. - ES-ONE MAX INDUSTRSEENT
SEALANT

UL SYSTEM NUMBER: C-11-1117
F RATING - 2 HR.

PFC CONDUIT PENETRATION DETAIL IN CONCRETE OR MASONRY

FILL VOID OR CAVITY - SEALANT - MIN 1/2 IN. THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS FLUSH WITH BOTH SURFACES OF FLOOR. AT POINT CONTACT, MIN 1/2 IN. DIA. BEAD OF FILL CONCRETE/SEALANT/PIPE INTERFACE ON BOTH SIDES OF WALL/FLOOR ASSEMBLY.

HALF CONSTRUCTION CHANGES, DIV. OF HILL INC. - ES-ONE MAX INDUSTRSEENT
SEALANT



UL SYSTEM NUMBER: W-1-1218
F RATING - 1 & 2 HR.

PFC CONDUIT PENETRATION DETAIL IN GYPSUM WALLBOARD

ONE 2" (OR SMALLER) SCHEDULE 40 PFC PIPE TO BE CONCENTRICALLY OR ECCENTRICALLY INSTALLED WITHIN THE SPACE BETWEEN PIPE AND EDGE OF OPENING. THE PIPE SHALL BE SUPPORTED ON BOTH SIDES OF WALL/FLOOR ASSEMBLY.

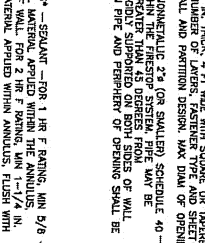
REINFORCED LIGHT WEIGHT CONCRETE OR MASONRY

UL SYSTEM NUMBER: F-44-1028
F RATING - 2 HR.

PFC AND CONDUIT PENETRATION DETAIL IN NON-RATED PARTITION

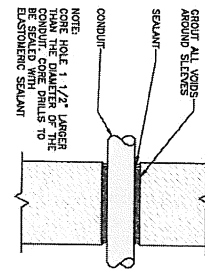
WALL ASSEMBLY - THE 1 OR 2 HR. FIRE-RATED Gypsum WALLBOARD/STUD WALL ASSEMBLY SHALL BE CONSTRUCTED OF THE MATERIALS AND IN THE MANNER SPECIFIED IN THE UL FIRE RESISTANCE DIRECTORY AND SHALL INCLUDE THE FOLLOWING CONSTRUCTION FEATURES:
A STUD - WALL FRAMING JAW CONSIST OF EITHER WOOD STUDS OR STEEL CHANNEL STUDS, WOOD STUDS TO CONSIST OF NOM 2 BY 4 IN. LUMBER SPACED 16 IN. OC, STEEL STUDS TO BE MIN 2-1/2 IN. WIDE AND SPACED NOM 2 BY 4 IN. LUMBER SPACED 16 IN. OC.
WOOD STUDS TO CONSIST OF NOM 2 BY 4 IN. LUMBER SPACED 16 IN. OC, 24 IN. OC, W/NO STEEL STUDS. THE USES AND SHEET METAL OPENING EXCEEDS THE WIDTH OF STUD CAVITY, THE OPENING SHALL BE REINFORCED WITH 2 #4 BARS AND 2 #4 BARS SHOWN ATTACHED TO THE STEEL STUDS AT EACH END, THE PENETRATING ITEM SHALL BE WELDED TO THE STEEL STUDS AND 4 TO 6 IN. HIGHER THAN THE DIA. OF THE PENETRATING ITEM SUCH THAT WHEN THE PENETRATING ITEM IS PRESENT BETWEEN THE PENETRATING ITEM AND THE PENETRATING ITEM ON ALL FOUR SIDES - 6 IN. THICK, 4 IN. WIDE WITH THICKNESS, NUMBER OF LAYERS, FASTENER TYPE AND SHEET OR LINO SERIES DESIGN IN THE UL FIRE RESISTANCE DIRECTORY.

HALF CONSTRUCTION CHANGES, DIV. OF HILL INC. - ES-ONE MAX INDUSTRSEENT
SEALANT



UL SYSTEM NUMBER: W-1-1218
F RATING - 1 & 2 HR.

PFC CONDUIT PENETRATION DETAIL IN GYPSUM WALLBOARD



NOTE: HOLE 1/4" LARGER THAN THE DIAMETER OF THE CONDUIT TO COME OFFSETS TO ELASTOMERIC SEALANT

PENETRATION DETAILS

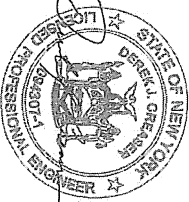
SCALE: N:1'S

at&t
ATA MOBILITY CORP.
6441 BRIDGE STREET
EAST SPORUSE, NY 10527

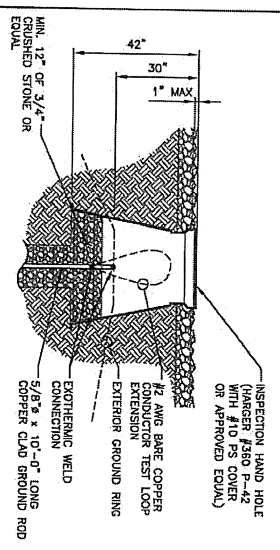
CENTERLINE
CONSTRUCTION SERVICES
750 WEST GAVEN ST. SUITE 301
WEST BRIDGEWATER, MA 02779
PHONE: 781.713.4723

NO.	DATE	DESCRIPTION
1	05/13/20	ISSUED FOR CONSTRUCTION
2	05/02/20	CONSTRUCTION REVISED
3	05/15/20	CONSTRUCTION REVISED
4	05/28/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED

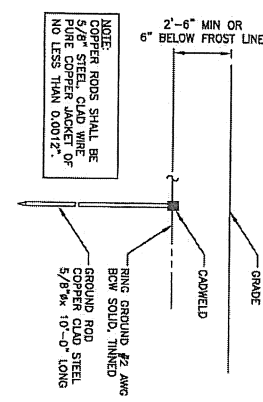
DESIGNED BY: KT
APPROVED BY: DC



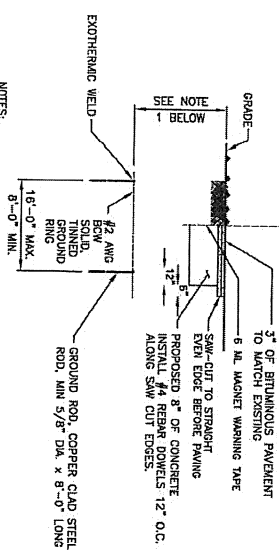
PROJECT TYPE	NSA 2020
SITE ADDRESS	CHIFFESS INTERNATIONAL AIRPORT, 680 HANGAR ROAD ROCKY, NY 13441
SITE NAME	CHIFFESS BUSINESS PARK
PROJECT NUMBER	15170207
PROJECT TITLE	PENETRATION DETAILS
SHEET NUMBER	A-9
TOTAL SHEETS	6



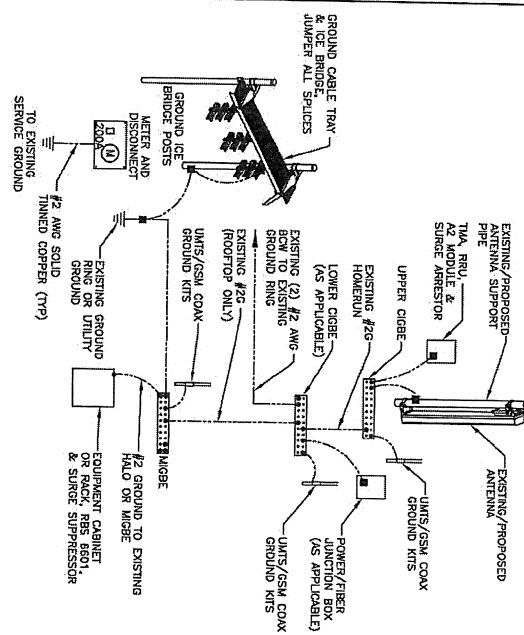
GROUND WELL DETAIL
N.T.S.



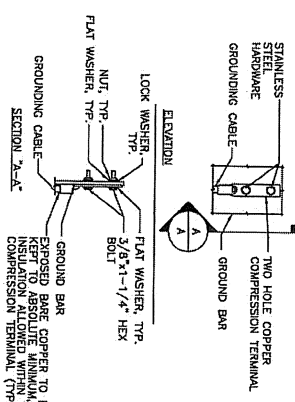
TYPICAL GROUND ROD DETAIL
N.T.S.



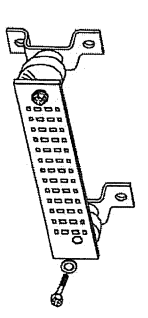
BURIED GROUND RING DETAIL
N.T.S.



GROUNDING RISER DIAGRAM
N.T.S.



GROUND BAR CONNECTION DETAIL
N.T.S.



GROUND BAR DETAIL
N.T.S.

NOTE:
1. "DOUBLE UP" OR "STACKING" OF CONNECTION IS NOT PERMITTED.
2. OXIDE INHIBITING COMPOUND TO BE USED AT ALL LOCATIONS.
3. CORNER DOWNLEADS FROM UPPER EGG, LOWER EGG, AND MGB

EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END INDICATING IDENTIFY ITS ORIGIN AND DESTINATION.

SECTION "1" - SURGE PRODUCERS
CABLE ENTRY PORTS (MATCH PLATES) (#2)
GENERATOR FRAMEWORK (IF AVAILABLE) (#2)
CELLS GROUND BAR COMMON NETWORK/GROUND BOND (#2)
CABLE ENTRY PORTS (MATCH PLATES) (#2)
+48V POWER SUPPLY RETURN BAR (#2)
RECIEVER FRAMES.

SECTION "2" - SURGE ABSORBERS
INTERIOR GROUND RING (#2)
EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2)
METALLIC COLD WATER PIPE (IF AVAILABLE) (#2)
BUILDING STEEL (IF AVAILABLE) (#2)

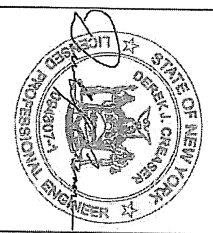
NO.	DATE	DESCRIPTION
1	06/15/20	ISSUED FOR CONSTRUCTION
2	06/02/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
4	06/28/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED

at&t
4841 MOBILITY CORP.
5841 BRIDGE STREET
EAST SYRACUSE, NY 13057

CENTERLINE
750 WEST CENTER ST. SUITE 301
WEST BRIDGEWATER, MA 01937
PHONE: 781.713.4225

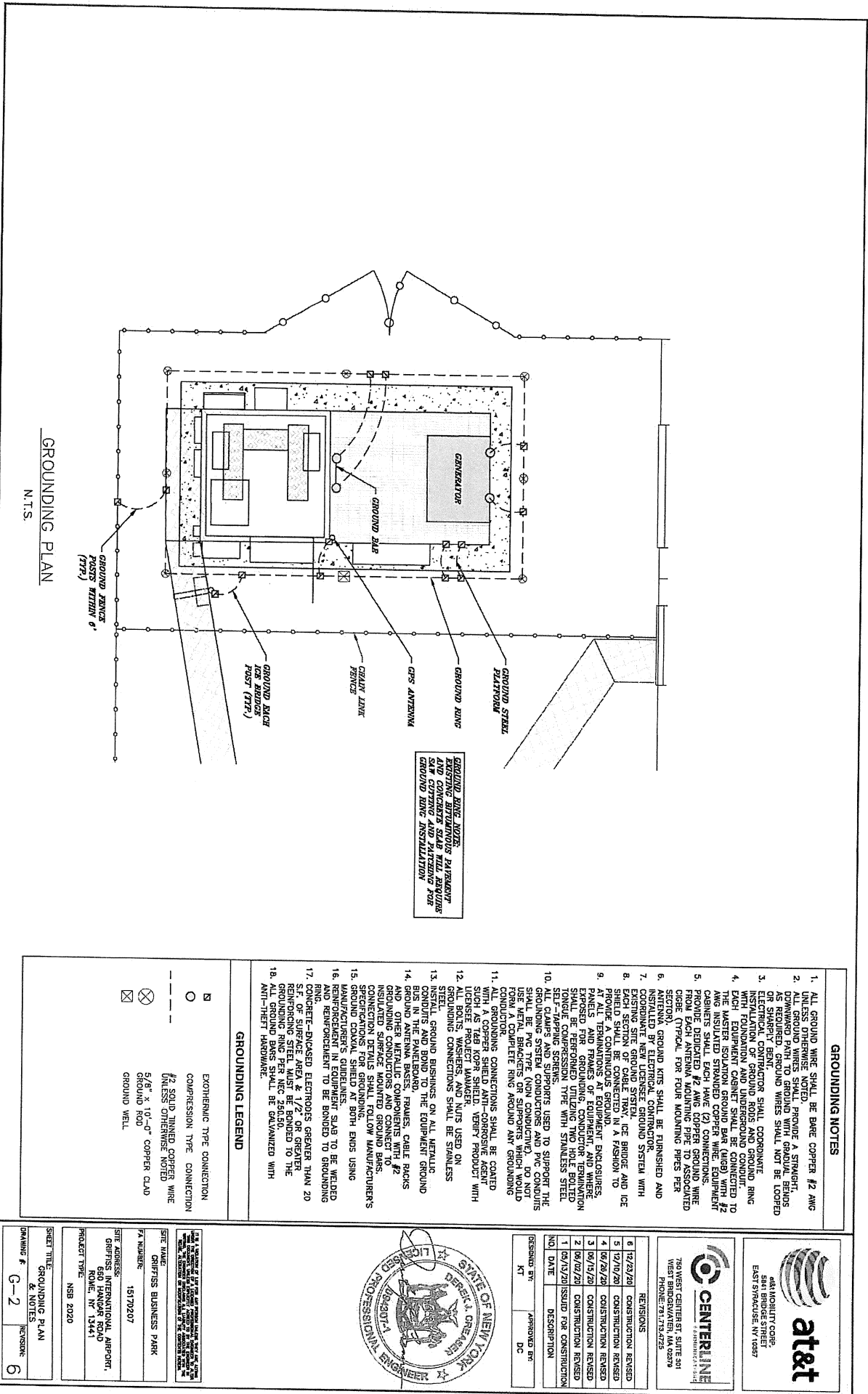
REVISIONS

NO.	DATE	DESCRIPTION
1	06/15/20	ISSUED FOR CONSTRUCTION
2	06/02/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
4	06/28/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED



PROJECT TYPE	NSB 2020
PROJECT ADDRESS	INTERNATIONAL AIRPORT, 660 HANCOCK ROAD, ROME, NY 13441
DATE	13172027
DESIGNER	GRIFFITHS BUSINESS PARK
SCALE	AS SHOWN
PROJECT NO.	13172027
PROJECT NAME	GRIFFITHS BUSINESS PARK
PROJECT LOCATION	INTERNATIONAL AIRPORT, 660 HANCOCK ROAD, ROME, NY 13441
PROJECT TYPE	NSB 2020
PROJECT ADDRESS	INTERNATIONAL AIRPORT, 660 HANCOCK ROAD, ROME, NY 13441
DATE	13172027
DESIGNER	GRIFFITHS BUSINESS PARK
SCALE	AS SHOWN
PROJECT NO.	13172027
PROJECT NAME	GRIFFITHS BUSINESS PARK
PROJECT LOCATION	INTERNATIONAL AIRPORT, 660 HANCOCK ROAD, ROME, NY 13441
PROJECT TYPE	NSB 2020

DRAWING NO. G-1 NETWORK 6



GROUNDING PLAN
N.T.S.

GROUND RING NOTE:
EXISTING REINFORCING PATENTED
AND CONCRETE SLAB WILL REQUIRE
SAP AND CONCRETE AND PATCHING FOR
GROUND RING INSTALLATION

GROUNDING NOTES

1. ALL GROUND WIRE SHALL BE BARE COPPER #2 AWG
2. ALL GROUND WIRE SHALL BE BARE COPPER #2 AWG DOWNWARD PATH TO GROUND WITH GRADUAL BENDS AS REQUIRED. GROUND WIRES SHALL NOT BE LOOPED
3. ELECTRICAL CONTRACTOR SHALL COORDINATE INSTALLATION OF GROUND RINGS AND GROUND RING WITH FOUNDATION AND UNDERGROUND CONDUIT
4. THE MASTER TERMINAL BAR SHALL BE CONNECTED TO AWG INSULATED STRANDED COPPER WIRE EQUIPMENT CABINETS SHALL EACH HAVE (2) CONNECTIONS.
5. PROVIDE DEDICATED #2 AWG COPPER GROUND WIRE COBE TYPICAL FOR FLOOR HOUSING THESE PER SECTOR).
6. ANTENNA GROUND KITS SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR.
7. CONDUCTORS SHALL BE IDENTIFIED BY GROUND SYSTEM WITH EACH SECTION OF CABLE TRAY, ICE BRIDGE AND ICE BRIDGE SHALL BE CONNECTED IN A FASHION TO AT ALL TERMINATIONS AT EQUIPMENT ENCLASURES, PANELS AND FRAMES OF EQUIPMENT, AND WHERE SHOWN OTHERWISE SHALL BE IDENTIFIED BY SELF-TAPPING SCREWS.
8. ALL CLAMPS AND SUPPORTS USED TO SUPPORT THE SHALL BE PVC TYPE (NON CONDUCTING) PVC DO NOT USE METAL BRACKETS OR SUPPORTS WHICH WOULD FORM A COMPLETE RING AROUND ANY GROUNDING.
9. ALL GROUNDING CONNECTIONS SHALL BE MADE WITH A COPPER SHIELD ANTI-CORROIVE AGENT SUCH AS TAB TOPR SHIELD VERIFY PRODUCT WITH THE MANUFACTURER AND NUTS USED ON GROUNDING CONNECTIONS SHALL BE STAINLESS STEEL.
10. GROUND BISHOPS ON ALL VERTICAL CONDUITS AND BOND TO THE EQUIPMENT GROUND BUS IN THE PANELBOARD.
11. GROUND ANTENNA BRACES, FRAMES, CABLE RACKS GROUNDING CONNECTIONS SHALL FOLLOW MANUFACTURER'S CONNECTION DETAILS SHALL FOLLOW MANUFACTURER'S GROUNDING GUIDELINES. BOTH ENDS USING MANUFACTURER'S GUIDELINES.
12. REINFORCEMENT IN EQUIPMENT SLAB TO BE WELDED AND REINFORCEMENT TO BE BONDED TO GROUNDING S.F. OF SURFACE AREA & 1/2" OR GREATER REINFORCING STEEL MUST BE BONDED TO THE ALL GROUND BARS SHALL BE GALVANIZED WITH ANTI-THERT HARDWARE.

GROUNDING LEGEND

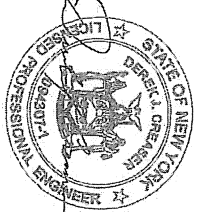
	EXOTERMIC TYPE CONNECTION
	COMPRESSION TYPE CONNECTION
	#2 SOLID TINNED COPPER WIRE UNLESS OTHERWISE NOTED
	5/8" x 10'-0" COPPER CLAD GROUND ROD
	GROUND WELL

at&t
DATA MOBILITY CORP.
5411 BRIDGE STREET
EAST SPRINGHOUSE, NY 10827

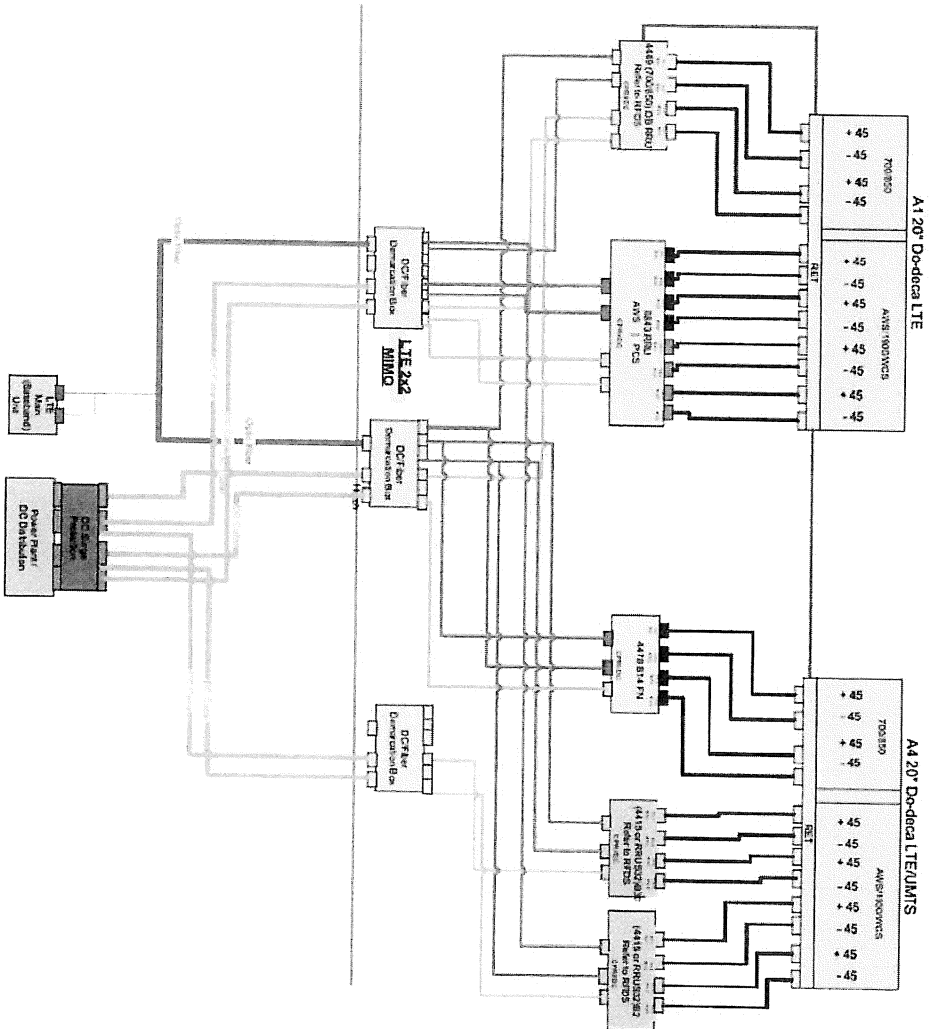
CENTERLINE
790 WEST CENTER ST. SUITE 501
WEST BRIDGEWATER, MA 02278
PHONE: 781.773.4725

NO.	DATE	DESCRIPTION
1	06/15/20	ISSUED FOR CONSTRUCTION
2	06/09/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
4	06/29/20	CONSTRUCTION REVISED
5	12/16/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED

DESIGNED BY: [Signature]
APPROVED BY: DC
KT



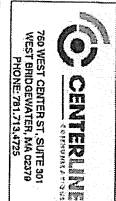
PROJECT TYPE: NSB 2020
SITE ADDRESS: WINTERHILL AIRPORT, 600 HANNAH ROAD, ROME, NY 13441
PROJECT TYPE: NSB 2020
SHEET TITLES: GROUNDING PLAN & NOTES
DRAWING #: G-2
REVISION: 6



PLUMBING DIAGRAM
N.T.S

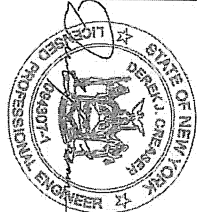


at&t
at&t MOBILITY CORP.
8341 BRIDGE STREET
EAST SYRACUSE, NY 13227



CENTERLINE
CORPORATION
760 WEST CENTERS ST, SUITE 301
WEST BIRDEWATER, MA 02770
PHONE: 781.713.4725

NO.	DATE	DESCRIPTION	DESIGNED BY	APPROVED BY
1	09/15/20	ISSUED FOR CONSTRUCTION	KT	DC
2	06/02/20	CONSTRUCTION REVISED		
3	08/19/20	CONSTRUCTION REVISED		
4	06/26/20	CONSTRUCTION REVISED		
5	12/01/20	CONSTRUCTION REVISED		
6	12/23/20	CONSTRUCTION REVISED		



STATE OF NEW YORK
ROBERT A. GRIEFFS
18497A
PROFESSIONAL ENGINEER

SITE NAME:
GRIFFS BUSINESS PARK

FA NUMBER:
15170207

SITE ADDRESS:
GRIFFS INTERNATIONAL AIRPORT,
650 HANGER ROAD
ROME, NY 13441

PROJECT TYPE:
NSB 2020

SHEET TITLE:
RF PLUMBING DIAGRAM

DRAWING # RF-1 REVISION: 6

EXHIBIT 2

LANDLORD FREQUENCY LIST

FREQUENCIES CURRENTLY IN USE

Public Safety Trunked Radio System (Law Enforcement, Fire, EMS, Emergency Management):

- VHF Band: 151-159 MHz

Fire Paging System:

- VHF Band: 154 MHz

Microwave Data Connectivity System:

- 6 GHz Band

EXHIBIT 3

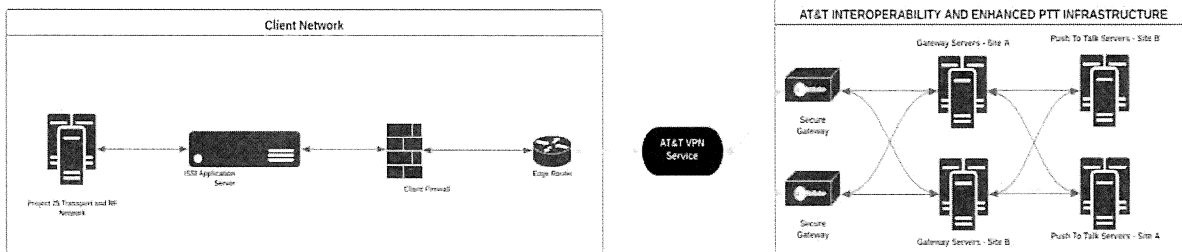
AT&T is providing single license for a Motorola Inter Sub Site Interface (ISSI 8000) that enables a connection between the Onondaga County M Core and AT&T's FirstNet Broadband Network that includes hardware, software, licensing and field implementation services for providing standards based ISSI for integration between the Onondaga Zone 1 Core and the AT&T FirstNet Broadband Network.

The ISSI 8000 subsystem includes a server, the ISSI 8000 application, and firewall. It uses an ISSI link to connect to other ISSI subsystems over a Wide Area Network (WAN), as shown in Figure 1-1. The ISSI link is an Ethernet link which requires a fixed IP address. Public safety agencies who require interconnectivity can select from a variety of last mile and WAN solutions.

Figure 1-1: The proposed network can connect Via ISSI to other networks

ISSI 8000 can be used by The Oneida County Agencies to integrate talkgroups on the Central NY Consortium system to AT&T FirstNet talkgroups extending coverage to anywhere with an AT&T LTE signal.

Figure 1-2 shows the ISSI connection between systems.



AT&T has simplified how LMR and broadband networks interconnect to create a unified communication network. This simple but effective approach enables the LMR administrator the flexibility needed to provide services and coverage based on the needs of its users and not the limitations of their networks.

Quality and assurance of AT&T's EPTT application is more than just another application that runs on a broadband LTE system. AT&T's EPTT is embedded into the network to provide LMR like call setup, priority and advanced features. In addition, broadband cellular LTE systems allow for easy expansion and augmentation of LMR systems. AT&T's LTE technology, experience and partnerships are making it simple and cost effective to integrate a P25 network and broadband services. For the first time, P25 users can integrate with newer technology without having to have an extra device or have it as back up, thus, providing a safer and more efficient operation.

EXHIBIT 4

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 5

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

SAC NAME

SAC FIRM

FIRM ADDRESS

CITY, STATE ZIP

Return to:

AT&T Mobility
2875 Union Road, Ste. 356
Cheektowaga, NY 14227
Attn: Network Real Estate

Re: Cell Site Name: _____
Fixed Asset Number: _____
State: New York
County: _____

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20 __, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company authorized to do business in the State of New York, having a mailing address of 575 Morosgo Drive, Suite 13-F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 20 __, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

The County of Oneida

By: _____

Anthony J. Picente, Jr.
Oneida County Executive

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: Melissa Semidey Finley
Its: Area Manager, Construction & Engineering

Date: _____

Approved:

Oneida County Attorney

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of NEW YORK)
) ss.:
County of ERIE)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared MELISSA SEMIDEY FINLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

State of NEW YORK)
) ss.:
County of ONEIDA)

On the _____ day of _____ in the year _____ 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. COUNTY OF ONEIDA	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 800 PARK AVE	Requester's name and address (optional)
6 City, state, and ZIP code UTICA NY 13501	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[][] - [][] - [][][][]	
or	
Employer identification number	
1 5 - 6 0 0 0 4 6 0	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>9/18/20</u>
-----------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PROJECT INFORMATION

SCOPE OF WORK:	TELECOMMUNICATIONS FACILITY UPGRADE (NSB 2020) GRIFFISS BUSINESS PARK
SITE NAME:	
SITE ID:	15170207
FA NUMBER:	GRIFFISS INTERNATIONAL AIRPORT, 650 HANGAR ROAD ROSE, NY 13441 WEST BRIDGEWATER, MA 02379 (FOR COUNTY)
ZONING JURISDICTION:	ONEIDA COUNTY
TAX MAP ID:	243.00-1-11
ZONING CODE:	COLLO/MON-POLE
TYPE OF SITE:	
LATITUDE:	43° 13' 35.15"
LONGITUDE:	-76° 24' 30.60"
GROUND ELEVATION:	471.9 ± AMSL
RAIL CENTER:	115'-0" ±
MAX TOWER HEIGHT:	121'-7"
GROUND SNOW LOAD:	70 PSF
ULTIMATE WIND SPEED:	109 MPH
SEISMIC CLASSIFICATION:	1
IMPORTANCE FACTOR:	1
BUILDING CLASSIFICATION:	B/S-2 (W/C) - U (TOWER)
CONSTRUCTION TYPE:	2B
PROPERTY OWNER:	ONEIDA COUNTY
TOWER OWNER:	ONEIDA COUNTY DEPARTMENT OF EMERGENCY SERVICES
UTILITY PROVIDER:	NATIONAL GRID
FIBER PROVIDER:	NORTHLAND COMMUNICATIONS VERIZON
SCOPE OF WORK:	INSTALL (3) 7'-0" GOLF JOISTS (3) 12'-0" GOLF JOISTS (3) DDB SLING (4) RESTORS, (8) #606 DC POWER CABLES, (2) FIBER RILNS, (1) ICE BRIDGE, (1) WC SHELTER & (1) GENERATOR (2) 2' CONDUIT REWORK (3) EXISTING SECTOR JOISTS

PROJECT DIRECTORY

CLIENT:
CENTRINE COMMUNICATIONS
100 WEST CENTER ST. SUITE 307
WEST BRIDGEWATER, MA 02379

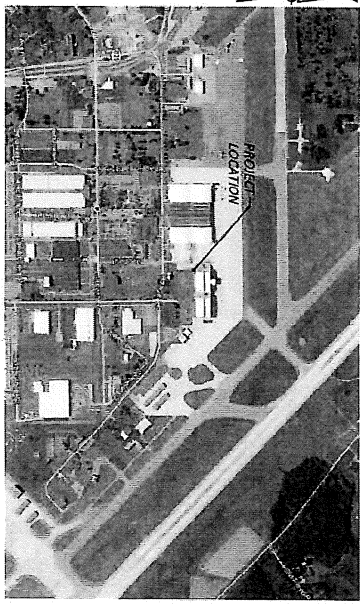
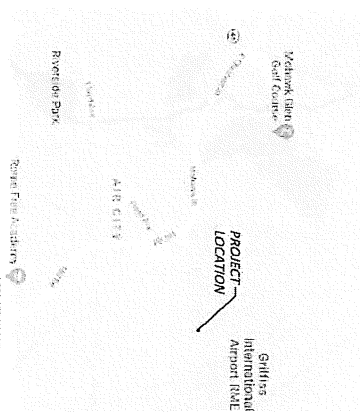
APPLICANT:
GOLF MOBILITY CORP.
MISTY TORANCO - (315) 438-9154
5941 BRIDGE STREET
EAST SYRACUSE, NY 13057

PROPERTY OWNER:
ONEIDA COUNTY
100 WEST CENTER ST. SUITE 307
WEST BRIDGEWATER, MA 02379

TOWER OWNER:
ONEIDA COUNTY DEPARTMENT OF EMERGENCY SERVICES
NATIONAL GRID
(800) 868-4272



SITE NUMBER: 15170207
SITE NAME: GRIFFISS BUSINESS PARK
PAGE ID: MRNY002501
PROJECT: NSB 2020



DIRECTIONS:
HEAD SOUTHWEST ON BRIDGE ST // MAKE A U-TURN // TURN LEFT ONTO THE INTERSTATE 690 E RAMP TO INTERSTATE 481 // MERGE ONTO I-690 E // USE THE LEFT LANE TO TAKE INTERSTATE 481 N EXIT TOWARD INTERSTATE 90 /THRUWAY // MERGE ONTO I-481 N // TAKE EXIT 6 TO MERGE ONTO I-90 E (TOLL ROAD) // TAKE EXIT 33 FOR NY-365 TOWARD VERTONA/ROME (TOLL ROAD) // KEEP RIGHT AT THE FORK AND MERGE ONTO NY-365 E (TOLL ROAD) // EXIT TOWARD GRIFFISS BUSINESS AND TECHNOLOGY PARK // CONTINUE ONTO NY-48 E // TAKE THE NY-823 N EXIT TOWARD GRIFFISS BUSINESS AND TECHNOLOGY PARK ST // CONTINUE ONTO NY-48 E // AT THE TRAFFIC LIGHT TAKE THE 2ND EXIT AND STAY ON HILL RD // AT THE TRAFFIC LIGHT, TAKE THE 1ST EXIT ONTO HANGAR RD // TURN LEFT TO STAY ON HANGAR RD

GENERAL NOTES:

1. THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF AT&T. ANY DUPLICATION OR USE OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF AT&T IS PROHIBITED. THE FUNCTIONS IS SPECIFICALLY ALLOWED.
2. THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSIBLE BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SEWER SERVICE. THE FACILITY IS NOT GOVERNED BY REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.
3. CONTRACTORS SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE AT&T REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

DRAWING INDEX

NO.	DESCRIPTION	REV.	DATE
T-1	TITLE SHEET	6	12/23/20
GN-1	GENERAL NOTES	6	12/23/20
GN-2	GENERAL NOTES	6	12/23/20
GN-3	GENERAL NOTES	6	12/23/20
GN-4	GENERAL NOTES	6	12/23/20
GN-5	GENERAL NOTES	6	12/23/20
GN-6	GENERAL NOTES	6	12/23/20
GN-7	GENERAL NOTES	6	12/23/20
GN-8	GENERAL NOTES	6	12/23/20
GN-9	GENERAL NOTES	6	12/23/20
GN-10	GENERAL NOTES	6	12/23/20
GN-11	GENERAL NOTES	6	12/23/20
GN-12	GENERAL NOTES	6	12/23/20
GN-13	GENERAL NOTES	6	12/23/20
GN-14	GENERAL NOTES	6	12/23/20
GN-15	GENERAL NOTES	6	12/23/20
GN-16	GENERAL NOTES	6	12/23/20
GN-17	GENERAL NOTES	6	12/23/20
GN-18	GENERAL NOTES	6	12/23/20
GN-19	GENERAL NOTES	6	12/23/20
GN-20	GENERAL NOTES	6	12/23/20
GN-21	GENERAL NOTES	6	12/23/20
GN-22	GENERAL NOTES	6	12/23/20
GN-23	GENERAL NOTES	6	12/23/20
GN-24	GENERAL NOTES	6	12/23/20
GN-25	GENERAL NOTES	6	12/23/20
GN-26	GENERAL NOTES	6	12/23/20
GN-27	GENERAL NOTES	6	12/23/20
GN-28	GENERAL NOTES	6	12/23/20
GN-29	GENERAL NOTES	6	12/23/20
GN-30	GENERAL NOTES	6	12/23/20
GN-31	GENERAL NOTES	6	12/23/20
GN-32	GENERAL NOTES	6	12/23/20
GN-33	GENERAL NOTES	6	12/23/20
GN-34	GENERAL NOTES	6	12/23/20
GN-35	GENERAL NOTES	6	12/23/20
GN-36	GENERAL NOTES	6	12/23/20
GN-37	GENERAL NOTES	6	12/23/20
GN-38	GENERAL NOTES	6	12/23/20
GN-39	GENERAL NOTES	6	12/23/20
GN-40	GENERAL NOTES	6	12/23/20
GN-41	GENERAL NOTES	6	12/23/20
GN-42	GENERAL NOTES	6	12/23/20
GN-43	GENERAL NOTES	6	12/23/20
GN-44	GENERAL NOTES	6	12/23/20
GN-45	GENERAL NOTES	6	12/23/20
GN-46	GENERAL NOTES	6	12/23/20
GN-47	GENERAL NOTES	6	12/23/20
GN-48	GENERAL NOTES	6	12/23/20
GN-49	GENERAL NOTES	6	12/23/20
GN-50	GENERAL NOTES	6	12/23/20
GN-51	GENERAL NOTES	6	12/23/20
GN-52	GENERAL NOTES	6	12/23/20
GN-53	GENERAL NOTES	6	12/23/20
GN-54	GENERAL NOTES	6	12/23/20
GN-55	GENERAL NOTES	6	12/23/20
GN-56	GENERAL NOTES	6	12/23/20
GN-57	GENERAL NOTES	6	12/23/20
GN-58	GENERAL NOTES	6	12/23/20
GN-59	GENERAL NOTES	6	12/23/20
GN-60	GENERAL NOTES	6	12/23/20
GN-61	GENERAL NOTES	6	12/23/20
GN-62	GENERAL NOTES	6	12/23/20
GN-63	GENERAL NOTES	6	12/23/20
GN-64	GENERAL NOTES	6	12/23/20
GN-65	GENERAL NOTES	6	12/23/20
GN-66	GENERAL NOTES	6	12/23/20
GN-67	GENERAL NOTES	6	12/23/20
GN-68	GENERAL NOTES	6	12/23/20
GN-69	GENERAL NOTES	6	12/23/20
GN-70	GENERAL NOTES	6	12/23/20
GN-71	GENERAL NOTES	6	12/23/20
GN-72	GENERAL NOTES	6	12/23/20
GN-73	GENERAL NOTES	6	12/23/20
GN-74	GENERAL NOTES	6	12/23/20
GN-75	GENERAL NOTES	6	12/23/20
GN-76	GENERAL NOTES	6	12/23/20
GN-77	GENERAL NOTES	6	12/23/20
GN-78	GENERAL NOTES	6	12/23/20
GN-79	GENERAL NOTES	6	12/23/20
GN-80	GENERAL NOTES	6	12/23/20
GN-81	GENERAL NOTES	6	12/23/20
GN-82	GENERAL NOTES	6	12/23/20
GN-83	GENERAL NOTES	6	12/23/20
GN-84	GENERAL NOTES	6	12/23/20
GN-85	GENERAL NOTES	6	12/23/20
GN-86	GENERAL NOTES	6	12/23/20
GN-87	GENERAL NOTES	6	12/23/20
GN-88	GENERAL NOTES	6	12/23/20
GN-89	GENERAL NOTES	6	12/23/20
GN-90	GENERAL NOTES	6	12/23/20
GN-91	GENERAL NOTES	6	12/23/20
GN-92	GENERAL NOTES	6	12/23/20
GN-93	GENERAL NOTES	6	12/23/20
GN-94	GENERAL NOTES	6	12/23/20
GN-95	GENERAL NOTES	6	12/23/20
GN-96	GENERAL NOTES	6	12/23/20
GN-97	GENERAL NOTES	6	12/23/20
GN-98	GENERAL NOTES	6	12/23/20
GN-99	GENERAL NOTES	6	12/23/20
GN-100	GENERAL NOTES	6	12/23/20

644 HANGAR ST. CORP.
644 BRIDGE STREET
EAST SYRACUSE, NY 13057

760 WEST CENTER ST. SUITE 301
WEST BRIDGEWATER, MA 02379
PHONE: 781.713.4728

NO.	DATE	DESCRIPTION
1	05/03/20	ISSUED FOR CONSTRUCTION
2	06/02/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
4	06/28/20	CONSTRUCTION REVISED
5	12/01/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED

DESIGNED BY: _____ APPROVED BY: _____
KIT _____ DC _____

Big Safety New York
Call 811
before you dig

SHEET TITLE: TITLE SHEET

DRAWING #: T-1

REVISION: 6

SITE NAME: GRIFFISS BUSINESS PARK

FA NUMBER: 15170207

SITE ADDRESS: GRIFFISS INTERNATIONAL AIRPORT,
650 HANGAR ROAD, NY 13441

PROJECT TYPE: NSB 2020

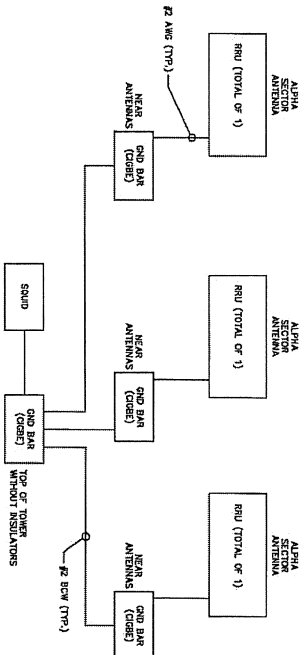
GROUNDING NOTES

1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AIA), THE SITE-SPECIFIC (UL, IFC, OR NFPA) LIGHTNING PROTECTION CODE, AND GENERAL COMPLIANCE WITH THE NATIONAL ELECTRICAL SAFETY CODE. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND ELECTRICAL SYSTEMS (INCLUDING TELECOMMUNICATIONS, RADIOLIGHTNING PROTECTION, AND SECURITY SYSTEMS) SHALL BE BOND TO TOGETHER AT OR NEAR THE POINT OF ENTRY TO THE BUILDING OR CONDUIT ENTRIES IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL PERFORM IEEE 1100 AND 611 FOR NEW GROUND ELECTRICAL SYSTEMS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION. A TEST RESULT OF 5 OHMS OR LESS.
4. METAL RACKWAY SHALL NOT BE USED AS THE NEGATIVE EQUIPMENT GROUND CONDUCTOR. STANDED COPPER CONDUITS WITH GREEN INSULATION SHALL BE USED WITH THE NEG. SHALL BE TRIMMED AND INSULATED WITH THE PAPER GROUNDING TO HIS EQUIPMENT.
5. EACH BRS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN AWG STANDED COPPER OR LARGER FOR INDOOR BRS. 2 AWG STANDED COPPER FOR OUTDOOR BRS.
6. EXPOSURE WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
7. APPROVED ANTI-OXIDANT COMINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BREADED GROUND CONNECTIONS.
8. ICE BRIDGE BONDING CONDUCTORS SHALL BE ELECTROLYTICALLY BONDED OR SOLDERED TO THE BRIDGE AND THE TOWER GROUND BAR.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONNECTIONS.
10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
11. METAL CONDUIT SHALL BE MADE ELECTRICALLY CONTINUOUS BY SOLDERING OR BONDING WITH COPPER BONDING ADHESIVE. THE CONDUIT SHALL BE BONDED TO THE TOWER GROUNDING THE CONDUIT CLAMPS.
12. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING SHALL BE BOND TO THE TOWER GROUNDING. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING SHALL BE BOND TO THE TOWER GROUNDING. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING SHALL BE BOND TO THE TOWER GROUNDING. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING SHALL BE BOND TO THE TOWER GROUNDING.

CABLE COLOR CODING AND IDENTIFICATION NOTES

1. SECTOR ORIENTATION/HEIGHT WILL VARY FROM REGION TO REGION AND IS SITE SPECIFIC. REFER TO RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND FUNCTION OF EACH TOWER SECTOR FACE.
 2. THE ANTENNA SYSTEM CABLE SHALL BE LABELED WITH VINYL TAPE EXCEPT IN LOCATIONS WHERE ENVIRONMENTAL CONDITIONS CAUSE PHYSICAL DAMAGE. THE PHYSICAL TAGS ARE PREFERRED.
 3. THE STANDED IS BASED ON 8 COLORED TAPE-CODED BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAPE MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR SUBCONTRACTOR ON SITE.
 4. USING COLOR BANDS ON THE CABLES. MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE MARKING COLOR CONVENTION TABLE".
 5. WHEN AN EXISTING CABLE LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN GSM/GSM AND IS-136/PMMA IS ENCOUNTERED, THE SUBCONTRACTOR SHALL IDENTIFY THE EXISTING CABLE LINE WITH A CURRENT VERSION OF NO-00027. IN THE ABSENCE OF AN EXISTING COLOR CODING AND TACING SCHEME, OR WHEN INSTALLING PROPOSED CABLE CABLES, THE GUIDELINE SHALL BE IMPLEMENTED AT THE SITE REGARDLESS OF TECHNOLOGY.
 6. ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE INSTALLED USING A MINIMUM OF 3 WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SI AS TO AVOID UNWRAVELING.
 7. ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE, AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
 8. ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE TO SIDE.
 9. IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE GSM TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.
- CABLE MARKING TAGS**
- WHEN USING THE ALTERNATIVE LABELING METHOD, EACH RF CABLE SHALL BE IDENTIFIED WITH A METAL ID TAG MADE OF STAINLESS STEEL OR BRASS. THE TAG SHALL BE 1 1/2" IN DIAMETER WITH 1/4" STAMPED LETTERS AND NUMBERS INDICATING THE SECTOR, ANTENNA POSITION, AND CABLE NUMBER. THE ID MARKING LOCATIONS SHOULD BE AS PER CABLE MARKING LOCATIONS TABLE. THE TAG SHOULD BE ATTACHED WITH CORROSION PROOF WIRE AROUND THE CABLE AT THE SAME LOCATION AS DEFINED ABOVE. THE TAG SHOULD BE LABELED AS SHOWN ON THE GSM AND UHS LINE TAG DETAIL.

CABLE MARKING LOCATIONS TABLE	
1	NO. LOCATION
1	EACH MAIN CABLE SHALL BE COLOR CODED WITH 1 SET OF 3" WIDE BANDS
2	EACH MAIN CABLE SHALL BE COLOR CODED WITH 1 SET OF 3" WIDE BANDS NEAR THE TOP JAWREN CONNECTION & BETWEEN THE SETS FOR THE TRANSDUCER BUILDING
3	CABLE ENTRY POINT ON THE INTERIOR OF THE STRUCTURE
4	THE BOTTOM BANDS SHALL BE COLORED WITH 1 SET OF 3/4" WIDE BANDS ON EACH END



SCHEMATIC DIAGRAM GROUNDING SYSTEM

N.T.S.

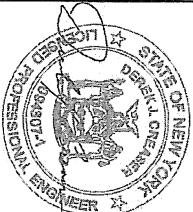


AT&T COMMUNICATIONS CORPORATION
6441 BRIDGE STREET
EAST SYRACUSE, NY 13227
PHONE: 716.473.4223



700 WEST CENTER ST. SUITE 400
WEST BIRMGHAM, AL 35207
PHONE: 205.773.9223

REVISIONS	
6	12/23/20 CONSTRUCTION REVISED
5	12/10/20 CONSTRUCTION REVISED
4	06/26/20 CONSTRUCTION REVISED
3	06/15/20 CONSTRUCTION REVISED
2	06/02/20 CONSTRUCTION REVISED
1	05/01/20 ISSUED FOR CONSTRUCTION
NO.	DATE DESCRIPTION
DESIGNED BY	MARSHALL BY
ISSUED BY	DC



<p>THIS DOCUMENT IS THE PROPERTY OF CENTERLINE ENGINEERING, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CENTERLINE ENGINEERING, INC.</p>	
SHEET TITLE:	GENERAL NOTES
DRAWING #:	GN-2
REVISION:	6
<p>1540 GRIFFISS BUSINESS PARK GRIFFISS BUSINESS PARK 151702027 GRIFFISS INTERNATIONAL AIRPORT, ROUTE 14441 PROJECT TYPE: NSB 2020</p>	

STRUCTURAL NOTES:

- DESIGN REQUIREMENTS ARE PER STATE BUILDING CODE AND APPLICABLE SUPPLEMENTS. INTERNATIONAL BUILDING CODE, AND THE 222-B STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND AIRFIELD SURFACING STRUCTURES.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE REGISTERED DESIGN PROFESSIONAL.
- DESIGN AND CONSTRUCTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
- STRUCTURAL STEEL SHALL CONFORM TO ASTM A992 (F_y=50 ksi), MISCELLANEOUS STEEL SHALL CONFORM TO ASTM A58 UNLESS OTHERWISE INDICATED.
- STEEL PIPE SHALL CONFORM TO ASTM A500 TOP-DIP-FORMED WELDED & SEAMLESS CARBON STEEL STRUCTURAL TUBING, GRADE B, OR ASTM A53 PRE STEEL PIPE AND HOT-DIPPED ZINC-COATED WELDED AND SEAMLESS TYPE E OR S, GRADE B. PIPE SIZES INDICATED ARE NOMINAL. ACTUAL OUTSIDE DIAMETER IS LARGER.
- STRUCTURAL CONNECTION BOLTS SHALL BE HIGH STRENGTH BOLTS (BEARING TYPE) AND CONFORM TO ASTM A325 TYPE-X "HIGH STRENGTH BOLTS FOR STRUCTURAL JOINTS, INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS". ALL BOLTS SHALL BE 3/4" DIA UNLESS NOTED.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- FIELD WELDS, DRILL HOLES, SAW CUTS AND ALL DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED WITH AN ORGANIC ZINC REPAIR PAINT COMPLYING WITH REQUIREMENTS OF ASTM A790. GALVANIZING REPAIR SHALL HAVE 65 PERCENT ZINC BY WEIGHT, ZIPP BY WEIGHT. GALVANIZING GALVA BRIGHT PREMIUM OR FROM OF EQUAL THICKNESS OF APPLIED GALVANIZING REPAIR SHALL BE NOT LESS THAN 0.005 INCHES (0.013 CM) THICK. WELDS SHALL BE FINISHED WITH A RESIN-DIP COATING THICKNESS REQUIRED BY ASTM A153 OR 9153 AS APPLICABLE.
- CONTRACTOR SHALL COMPLY WITH ALL CODES FOR PROCEDURES, APPEARANCE AND QUALITY OF WELDING. WELDING SHALL BE DONE IN ACCORDANCE WITH ALL QUALIFIER AND WELDING PROCEDURES. ALL WELDING SHALL BE DONE USING EXOX ELECTRODES AND WELDING SHALL CONFORM TO AWS AND D11, WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE W2.4 IN THE AWS STEEL CONSTRUCTION MANUAL, 14TH EDITION.
- INCORRECTLY FABRICATED, DAMAGED OR OTHERWISE MISFITTING OR NON-CORRODING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE CONSTRUCTION MANAGER PRIOR TO APPROVAL OR CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE CONSTRUCTION MANAGER APPROVAL.
- UNUSURF SHALL BE FORMED STEEL CHANNEL. STEEL FRAMING AS MANUFACTURED BY UNISTRUT CORP., WAVE, IN OR EQUAL. STEEL MEMBERS SHALL BE 1 3/8" X 3/8" X 1/2". UNLESS OTHERWISE NOTED, AND SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
- WORK ANCHOR ASSEMBLY SHALL CONSIST OF STAINLESS STEEL ANCHOR ROD WITH NUTS & WASHERS. AN INTERNALLY THREADED INSERT A CLEAN TUBE AND AN EPOXY ADHESIVE. THE SPECIFICATIONS SHALL BE AS APPROVED BY THE REGISTERED DESIGN PROFESSIONAL. SIZES SPECIFIED IN SIZES, OR ENGINERS APPROVED EQUAL.
- EXPANSION BOLTS SHALL CONFORM TO FEDERAL SPECIFICATION FF-S-325, GROUP II, TYPE 4, CLASS 1, HALF KNU BOLT IN OR APPROVED EQUAL. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION AND THE NATIONAL FOREST PRODUCTS ASSOCIATION'S NATIONAL DESIGN CODE AND NATIONAL PRODUCT GRADING GUIDE. LUMBER SHALL BE PRESURIZED TREATED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
- WHERE ROOF PENETRATIONS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT AND CONSULT WITH THE REGISTERED DESIGN PROFESSIONAL AND THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PENETRATION AND THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PENETRATION AND THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PENETRATION AND THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PENETRATION.
- ALL MATERIALS TO BE ORDERED AND NO WORK TO BE COMPLETED UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED IN WRITING.
- SUBCONTRACTOR SHALL PREPARE ALL STEEL TO PRE-EXISTING CONDITIONS.

SPECIAL INSPECTIONS (REFERENCE IBC CHAPTER 17):

GENERAL WHERE APPLICATION IS MADE FROM CONSTRUCTION THE OWNER OR THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SPECIAL INSPECTIONS. THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SPECIAL INSPECTIONS. THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SPECIAL INSPECTIONS. THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SPECIAL INSPECTIONS. THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SPECIAL INSPECTIONS.

REPORT REQUIREMENTS: SPECIAL INSPECTIONS SHALL KEEP RECORDS OF INSPECTIONS. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO THE REGISTERED DESIGN PROFESSIONAL. THE REGISTERED DESIGN PROFESSIONAL SHALL INDICATE THAT WORK INSPECTED WAS OR WAS NOT COMPLETED IN ACCORDANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE REGISTERED DESIGN PROFESSIONAL AND TO THE REGISTERED DESIGN PROFESSIONAL. THE REGISTERED DESIGN PROFESSIONAL SHALL BE RESPONSIBLE FOR THE DESIGN OF THE SPECIAL INSPECTIONS.

SPECIAL INSPECTION CHECKLIST

CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING BY REGISTERED DESIGN PROFESSIONAL (ENGINEER OF RECORD)	REPORT ITEM
N/A	ENGINEER OF RECORD APPROVED SHOP DRAWINGS
N/A	MATERIAL SPECIFICATIONS
N/A	FABRICATOR INSPECTION
N/A	PRACTICE SIPS 3
DURING CONSTRUCTION	
CONCRETE/JOISTS/STEEL INSPECTIONS AND TESTING BY REGISTERED DESIGN PROFESSIONAL (ENGINEER OF RECORD)	REPORT ITEM
N/A	STEEL INSPECTIONS
N/A	HIGH WIND ZONE INSPECTIONS *
REQUIRED	FOUNDATION INSPECTIONS
N/A	POST INSTALLED ANCHOR VERIFICATION
N/A	CONCRETE COMP. STRENGTH SLUMP TESTS AND PLACEMENT
N/A	DRIFT VERIFICATION
N/A	CONTROLLED WELD INSPECTION
N/A	BRICKMERE LET FAN DRASHT VERIFICATION
N/A	DIV. WIRE TENSION REPORT
AFTER CONSTRUCTION	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING BY REGISTERED DESIGN PROFESSIONAL (ENGINEER OF RECORD)	REPORT ITEM
REQUIRED	FOUNDATION INSPECTION REQUIRE (ON RECORD DRAWINGS)
N/A	PULL-OUT TESTING PROTOCOLS
REQUIRED	ADDITIONAL TESTING AND INSPECTIONS:

NOTES:

- REQUIRED FOR ALL NEW SHIP FABRICATED PER OR STEEL BOLTS OR STEEL ANCHORS TO BE REWORKED BY MANUFACTURER. REQUIRED IF HIGH STRENGTH BOLTS OR STEEL ANCHORS BY GENERAL CONTRACTOR. PRIOR TO MATERIALS.
- 110MPH INSPECT FRAMING OF WALLS. ANCHORING.
- PASTENING SCHEDULE
- TESTED IN ACCORDANCE WITH AC 308.4 AND AC 308.4S ASKS FOR CRACKED CONCRETE AND SETTING
- BEEN INSTALLED INTO DRILL HOLES DRILLED USING A FORMER BY TWO CRACKED CONCRETE. DRILLING HAS CAUSED FORMER INSTALLATIONS SHALL BE INSTALLED BY A CERTIFIED ADHESIVE ANCHOR INSTALLER PER AC 308.11 SHALL BE INSTALLED PER AC 308.11 D.2.4.4.
- AS REQUIRED, FOR ANY FIELD CHANGES TO THE MEAS IN THIS TABLE.

NOTES:

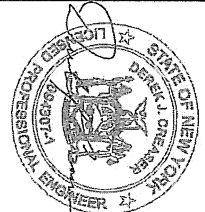
- ALL CONNECTIONS TO BE SHIP WELDED & FIELD BOWTED. SHIP WELDING SHALL BE DONE IN ACCORDANCE WITH THE REGISTERED DESIGN PROFESSIONAL'S APPROVAL.
- BEFORE ORDERING MATERIAL.
- SHOP DRAWING ENGINEER REVIEW & APPROVAL. REQUIRED.
- VERIFICATION OF EXISTING ROOF CONSTRUCTION IS REQUIRED PRIOR TO THE INSTALLATION OF THE ROOF.
- CONCRETE IN ORDER TO MAKE DRAWINGS.
- CONCRETE TO BE CENTRALLY LOADED OVER THE EXISTING EXISTING BRICK MASONRY COLUMNS BEARING TO BE REPAIRED/REPLACED AT ALL PROPOSED PLATFORM APPROVAL.

at&t
481 MOBILITY CORP.
6841 BRIDGE STREET
EAST SYRACUSE, NY 13227

CENTERLINE
760 WEST CENTER ST. SUITE 301
WEST BIRCHWATER, MA 02079
PHONE: 781.713.1225

NO.	DATE	DESCRIPTION
6	12/21/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
4	06/28/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
2	09/02/20	CONSTRUCTION REVISED
1	05/20/20	ISSUED FOR CONSTRUCTION

DESIGNED BY: [Signature]
APPROVED BY: [Signature]
KY DC



PROJECT TYPE: NSB 2020

SITE ADDRESS: GATFESS 15702207
WEST BIRCHWATER ROAD
ROSELAND, NY 13441

PROJECT TYPE: NSB 2020

FA NUMBER: 15702207

OWNER: GATFESS BUSINESS PARK

DESIGNED BY: [Signature]

APPROVED BY: [Signature]

DATE: 12/21/20

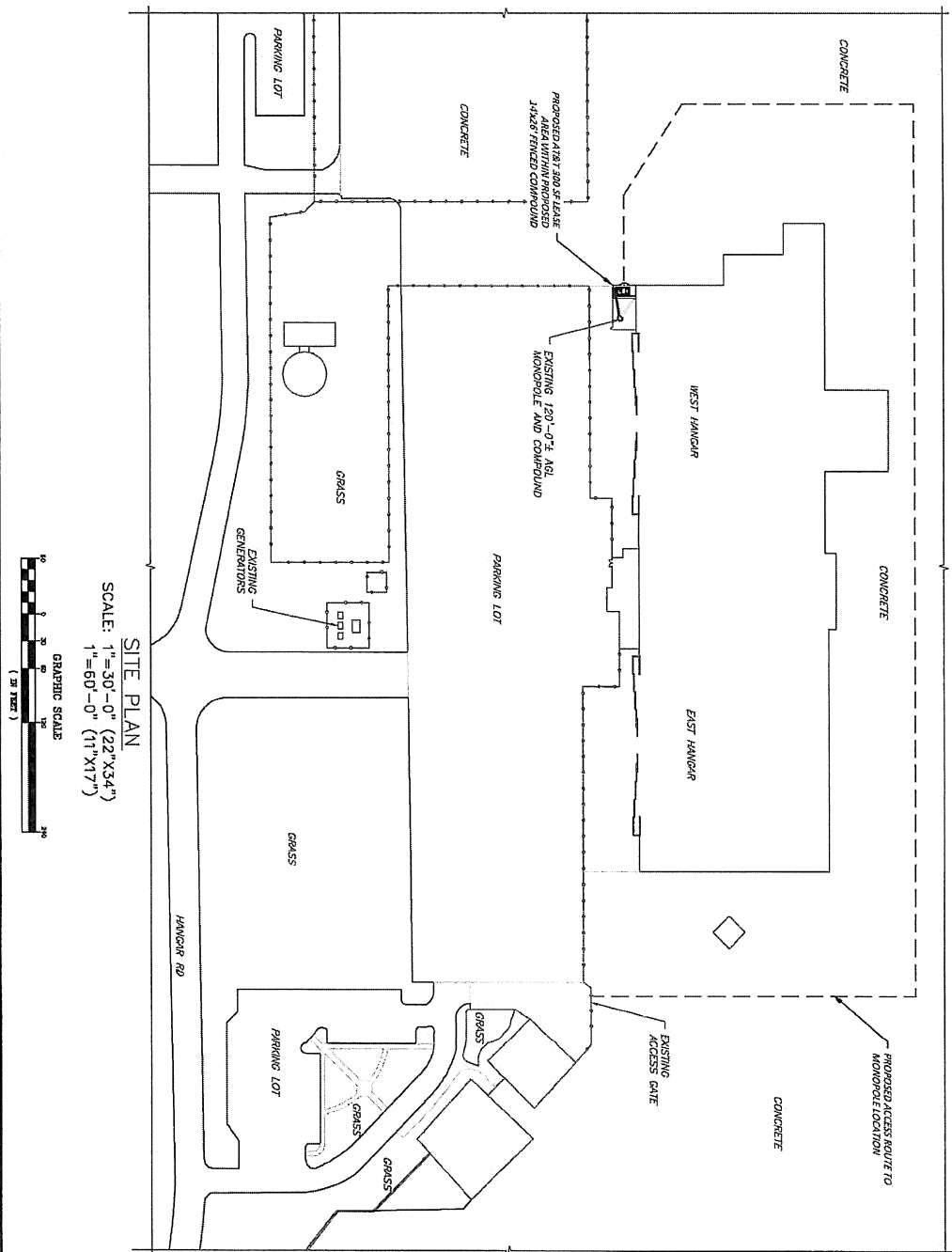
REVISIONS:

NO.	DATE	DESCRIPTION
6	12/21/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
4	06/28/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
2	09/02/20	CONSTRUCTION REVISED
1	05/20/20	ISSUED FOR CONSTRUCTION

DRAWING #: SN-1

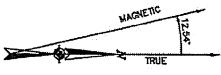
REVISION: 6

- NOTES:**
1. REFERENCE STRUCTURAL ANALYSIS BY OTHERS FOR FURTHER INFORMATION ON THE STRUCTURE TO SUPPORT THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.



SITE PLAN
 SCALE: 1"=30'-0" (22'x34")
 1"=60'-0" (11'x17")

GRAPHIC SCALE
 (IN FEET)

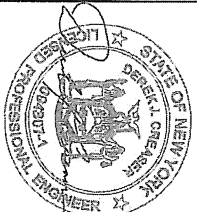


at&t
 6841 MOBILITY CORP.
 6841 BRIDGE STREET
 EAST SYRACUSE, NY 13229

CENTERLINE
 CONSULTING ENGINEERS
 700 WEST CENTER ST., SUITE 401
 WEST BRIDGEWATER, MA 02278
 PHONE: 781.719.4729

NO.	DATE	DESCRIPTION
1	05/11/20	ISSUED FOR CONSTRUCTION
2	06/02/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
4	06/28/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED

DESIGNED BY: KT APPROVED BY: DC



PROJECT TYPE: NSB 2020

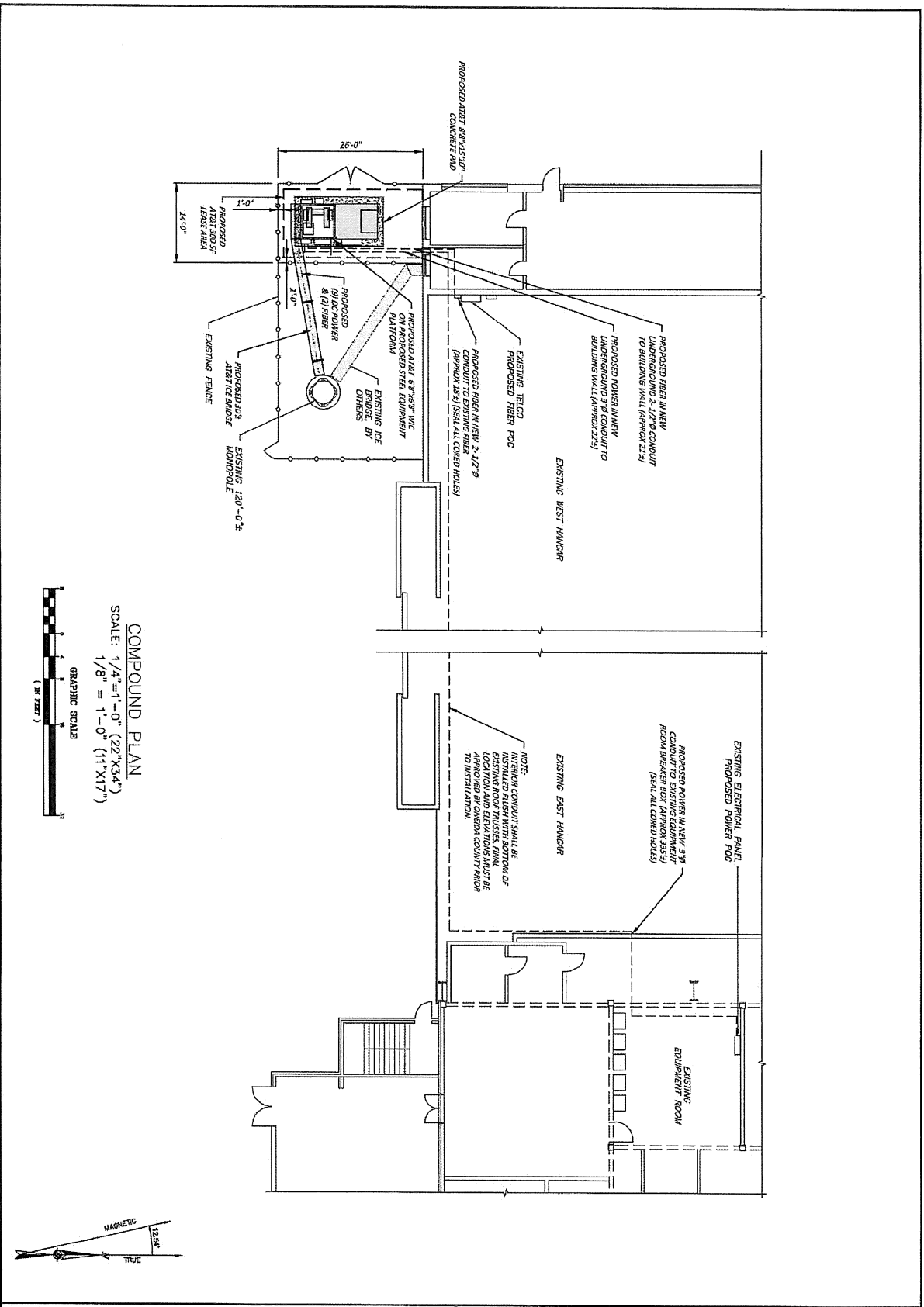
SITE ADDRESS: INTERNATIONAL AIRPORT,
 GRIFISS RD HANGAR ROAD
 ROULE, NY 13441

SITE NAME: GRIFISS BUSINESS PARK

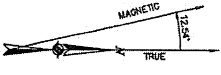
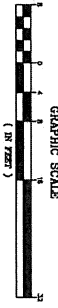
FA NUMBER: 151702017

SHEET TITLE: SITE PLAN

DRAWING # A-1 REVISION: 6



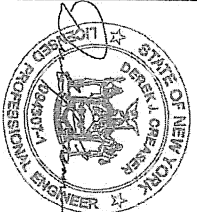
COMPOUND PLAN
 SCALE: 1/4" = 1'-0" (22"x34")
 1/8" = 1'-0" (11"x17")



CENTERLINE
 CONSULTANTS P.C.
 160 WEST CENTER ST. SUITE 301
 WEST BIRCHMOUNT, PA 15027
 PHONE: 717.332.2725

NO.	DATE	DESCRIPTION
1	05/13/20	ISSUED FOR CONSTRUCTION
2	06/02/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
4	06/26/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED

DESIGNED BY: APPROVED BY: DC
 KT

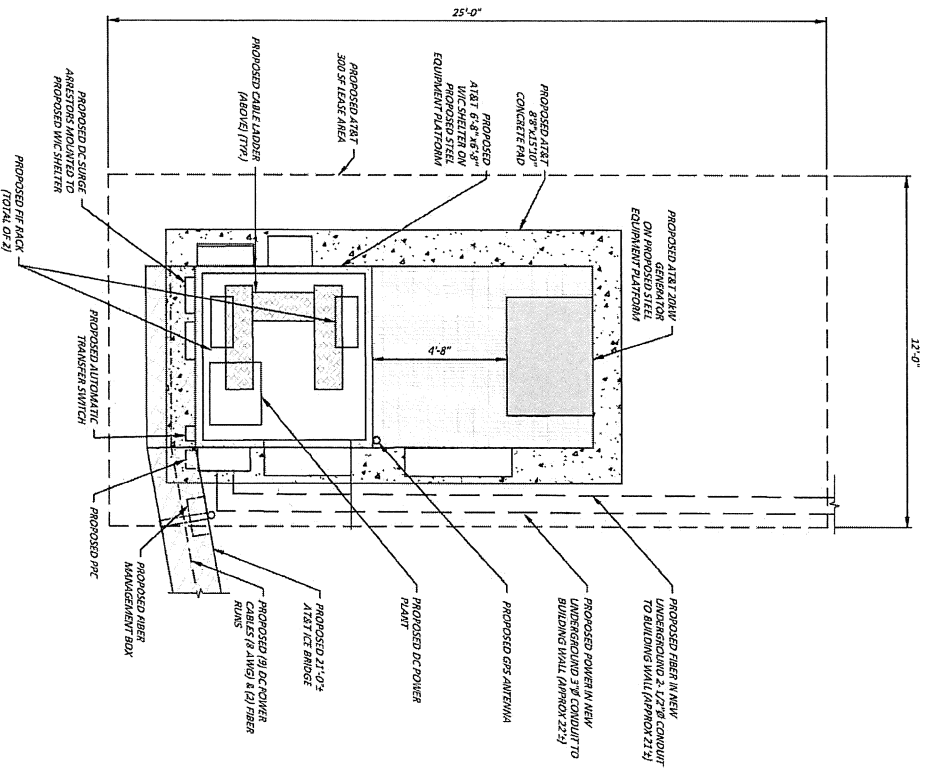


THE STATE OF NEW YORK
 DEPARTMENT OF STATE
 DIVISION OF PROFESSIONAL SERVICES
 OFFICE OF PROFESSIONAL ENGINEERS AND SURVEYORS
 120 N. ZEEB ROAD, ALBANY, NY 12242-4802
 TEL: 518.474.2222 FAX: 518.474.2929
 WWW.PES.SYS.STATE.NY.US

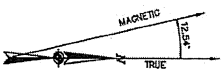
SITE NAME: GRIFFISS BUSINESS PARK
 SITE NUMBER: 151792017
 SITE ADDRESS: INTERNATIONAL AIRPORT,
 GRIFFISS INDUSTRIAL ROAD
 ROMULUS, NY 13441
 PROJECT TYPE: NSB 2020

SHEET TITLE: COMPOUND PLAN
 DRAWING # A-2 REVISION: 6

- NOTES:**
1. REFERENCE STRUCTURAL ANALYSIS BY OTHERS FOR THE RECOMMENDATION OF THE PROPOSED UPGRADE OF THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL DATA SHEET FOR FINAL ANTENNA SETTINGS.
 3. EXISTING CONDITIONS TO BE FIELD VERIFIED PRIOR TO ANY WORK.



EQUIPMENT PLAN
 SCALE: 1"=1'-0" (22"x34")
 1/2" = 1'-0" (11"x17")



481 MOBILITY CORP.
 6441 BRIDGE STREET
 EAST SYRACUSE, NY 10957

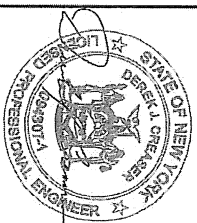
761 WEST CENTER ST. SUITE 301
 WEST BRIDGEWATER, MA 02379
 PHONE: 781.719.4725

REVISIONS

6	12/23/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
4	09/26/20	CONSTRUCTION REVISED
3	09/15/20	CONSTRUCTION REVISED
2	09/02/20	CONSTRUCTION REVISED
1	05/13/20	ISSUED FOR CONSTRUCTION

NO. DATE DESCRIPTION

DESIGNED BY: KT APPROVED BY: DC



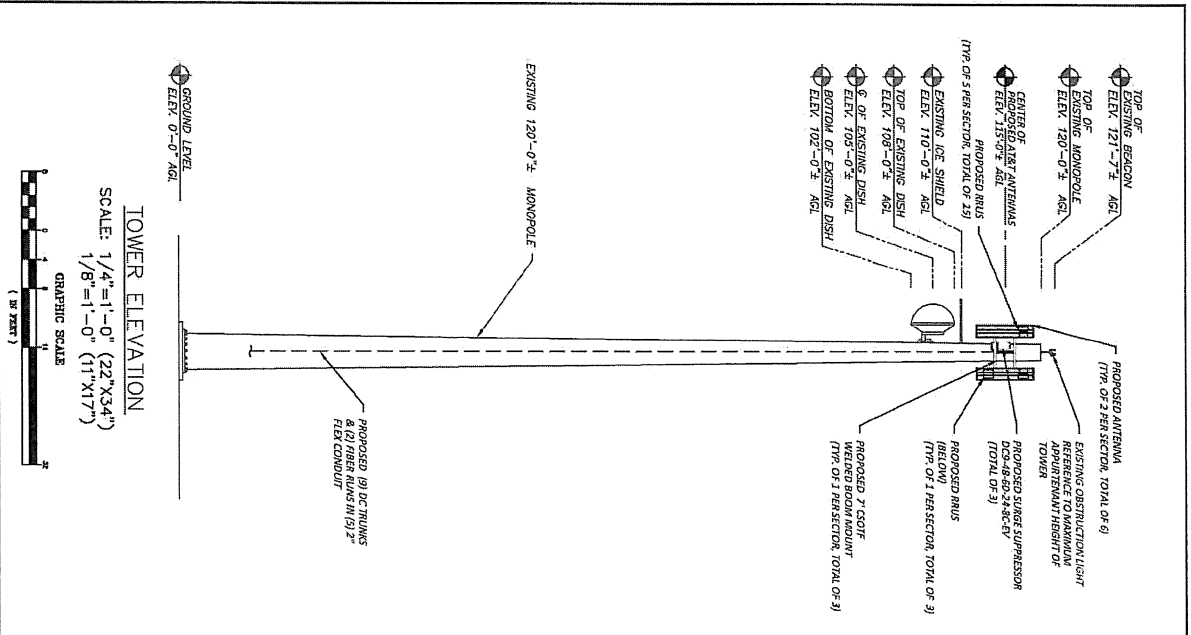
PROJECT INFORMATION

STATE OF NEW YORK
 OFFICE OF THE STATE ENGINEER
 120 N. STATE ST., 12TH FLOOR
 ALBANY, NY 12242-4901
 TEL: 518.474.2900 FAX: 518.474.2901

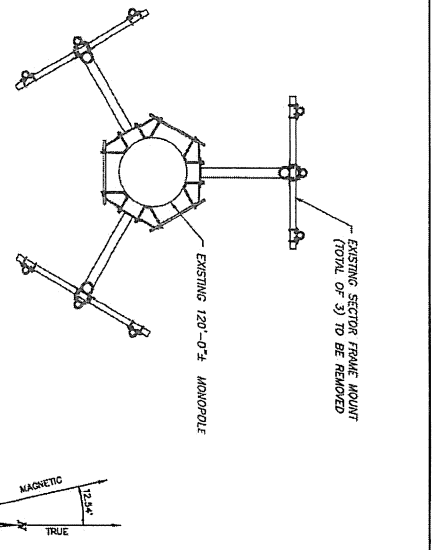
SITE NAME: GREYFESS BUSINESS PARK
 FA NUMBER: 15179207
 SITE ADDRESS: VERMONT TOLL AIRPORT,
 GREYFESS 600 HANCOCK ROAD
 ROULE, NY 13447
 PROJECT TYPE: NSB 2020

SHEET TITLE: EQUIPMENT PLAN
 DRAWING #: A-3 REVISION: 6

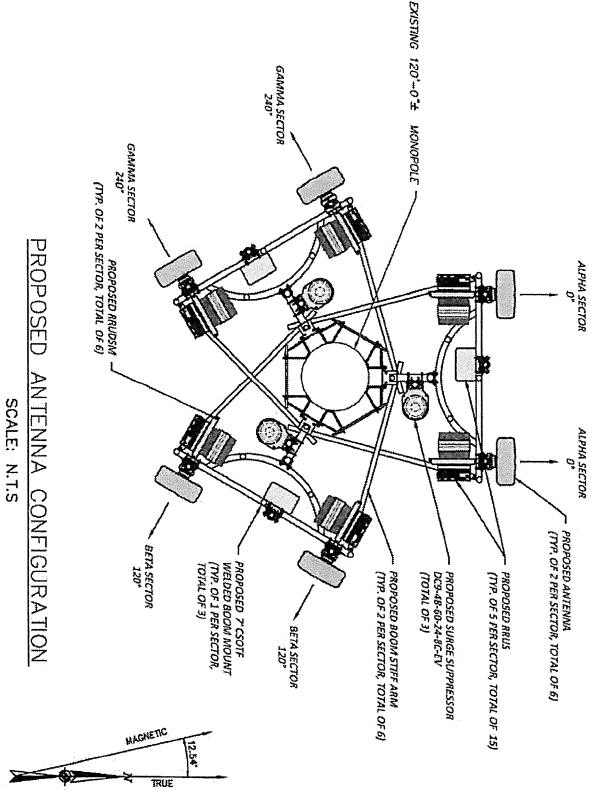
- NOTES:
1. REFERENCE THE LATEST STRUCTURAL ANALYSIS REPORT BY CENTERLINE FOR THE MOST CURRENT INFORMATION REGARDING THE CAPACITY OF THE ANTENNA MOUNTS TO SUPPORT THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.
 3. EXISTING CONDITIONS TO BE FIELD VERIFIED PRIOR TO ANY WORK.



TOWER ELEVATION
 SCALE: 1/4"=1'-0" (22"x34")
 1/8"=1'-0" (11"x17")
 GRAPHIC SCALE
 (IN FEET)



EXISTING ANTENNA CONFIGURATION
 SCALE: N.T.S



PROPOSED ANTENNA CONFIGURATION
 SCALE: N.T.S

at&t
 COMMUNICATIONS CORPORATION
 5441 BRODIE STREET
 EAST STRAUSSE, NY 10547

CENTERLINE
 ENGINEERS ARCHITECTS INTERIORS
 750 WEST CENTERS ST SUITE 401
 WEST BRIDGEPLAZA, MA 02780
 PHONE: 781.718.9725

NO.	DATE	DESCRIPTION
1	03/15/2018	ISSUED FOR CONSTRUCTION
2	06/09/2018	CONSTRUCTION REVISION
3	06/16/2018	CONSTRUCTION REVISION
4	06/28/2018	CONSTRUCTION REVISION
5	12/19/2018	CONSTRUCTION REVISION
6	12/26/2018	CONSTRUCTION REVISION

DESIGNED BY: _____ APPROVED BY: _____
 MT DC

SHEET TITLE: ANTENNA LAYOUT & ELEVATIONS

BROWNING #: A-4

REVISION: 6

SITE NAME: GATFSS BUSINESS PARK	PA NUMBER: 151702027
SITE ADDRESS: TERRYNATIONAL AIRPORT, 650 HANCOCK ROAD ROULE, NY 13441	PROJECT TYPE: NSB 2020

THIS DOCUMENT IS THE PROPERTY OF CENTERLINE ENGINEERS ARCHITECTS INTERIORS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CENTERLINE ENGINEERS ARCHITECTS INTERIORS.

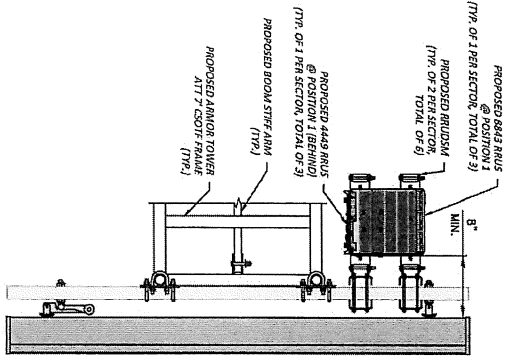
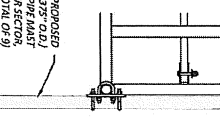
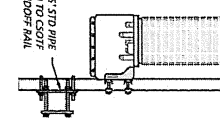
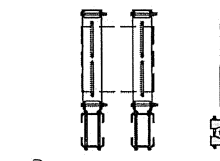
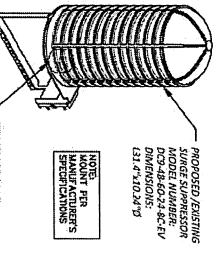
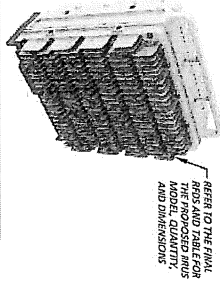
SECTOR	EXISTING/ PROPOSED	BAND	ANTENNA	SIZE (INCHES) (L x W x D)	ANTENNA HEIGHT	AZIMUTH	TWA/ DIPLENER	RRU	SIZE (INCHES) (L x W x D)	FEEDER	RAYCAP
A1	PROPOSED	-	NNM4-65C-R8N17	98.0X20.0X8.0	±116'	0°	-	(P) (1) 4448 B5/12 RRUS (P) (1) B843 B2/B8B4 RRUS	18.0X13.0X10.0 16.0X13.0X11.0	-	-
A2	-	-	-	-	-	-	-	-	-	(P) (3) DC POWER & (1) FIBER	(P) (1) RAYCAP DC9-49-00-24-24-8C-EV
A3	-	-	-	-	-	-	-	-	-	-	-
A4	PROPOSED	-	NNM4-65C-R8N17	98.0X20.0X8.0	±116'	0°	-	(P) (1) 4470 B14 RRUS (P) (1) 4415 B50 RRUS (P) (1) 4415 B85 RRUS	17.0X13.0X8.0 15.0X13.0X6.0 15.0X13.0X6.0	-	(P) (1) RAYCAP DC9-49-00-24-24-8C-EV
B1	PROPOSED	-	NNM4-65C-R8N17	98.0X20.0X8.0	±116'	120°	-	(P) (1) 4448 B5/12 RRUS (P) (1) B843 B2/B8B4 RRUS	18.0X13.0X10.0 15.0X13.0X11.0	-	-
B2	-	-	-	-	-	-	-	-	-	(P) (3) DC POWER & (1) FIBER	-
B3	-	-	-	-	-	-	-	-	-	-	-
B4	PROPOSED	-	NNM4-65C-R8N17	98.0X20.0X8.0	±116'	180°	-	(P) (1) 4470 B14 RRUS (P) (1) 4415 B50 RRUS (P) (1) 4415 B85 RRUS	17.0X13.0X8.0 15.0X13.0X6.0 15.0X13.0X6.0	-	(P) (1) RAYCAP DC9-49-00-24-24-8C-EV
C1	PROPOSED	-	NNM4-65C-R8N17	98.0X20.0X8.0	±116'	240°	-	(P) (1) 4448 B5/12 RRUS (P) (1) B843 B2/B8B4 RRUS	18.0X13.0X10.0 15.0X13.0X11.0	-	-
C2	-	-	-	-	-	-	-	-	-	(P) (3) DC POWER	-
C3	-	-	-	-	-	-	-	-	-	-	-
C4	PROPOSED	-	NNM4-65C-R8N17	98.0X20.0X8.0	±116'	240°	-	-	-	-	(P) (1) RAYCAP DC9-49-00-24-24-8C-EV

ANTENNA SCHEDULE

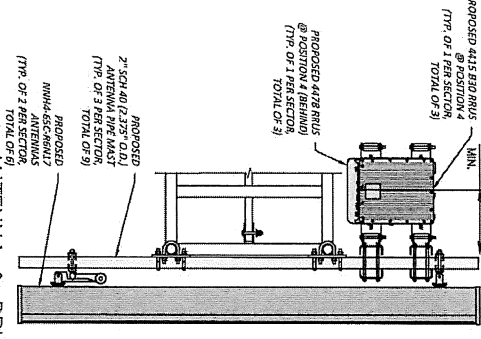
RRU CHART

QUANTITY	MODEL	L	W	D
3(P)	4470 B14 RRUS	18.1"	18.4"	8.3"
3(P)	4448 B5/B12 RRUS	16.0"	13.2"	10.4"
3(P)	4415 B25 RRUS	16.5"	13.4"	6.9"
3(P)	4415 B30 RRUS	16.5"	13.4"	5.9"
3(P)	B843 B2/B8B4 RRUS	14.8"	13.2"	10.8"

- NOTES:
1. REFER TO THE LATEST STRUCTURAL ANALYSIS REPORT BY CENTERLINE COMMUNICATIONS FOR FURTHER INFORMATION REGARDING THE DIMENSIONS AND WEIGHTS TO SUPPORT THIS EQUIPMENT UPGRADE.
 2. REFER TO THE SIGNAL PER DATA SHEET FOR FINAL ANTENNA SETTINGS.



ANTENNA & RRU MOUNTING DETAIL



ANTENNA & RRU MOUNTING DETAIL

RRUS DETAIL

DC SURGE SUPPRESSOR DETAIL

BACK TO BACK RRU MOUNT DETAIL

SURGE ARRESTOR MOUNTING DETAIL

RRU MOUNTING DETAIL

SHEET TITLE: DETAILS

PROJECT: NSB 2020

SITE ADDRESS: INTERMEDIATE AIRPORT, 680 JAVANAR ROAD, ROWE, NY 13441

DATE: 12/20/20

DESIGNED BY: [Signature]

APPROVED BY: [Signature]

DC

REVISIONS:

6	12/23/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
4	06/28/20	CONSTRUCTION REVISED
3	06/19/20	CONSTRUCTION REVISED
2	06/02/20	CONSTRUCTION REVISED
1	05/13/20	ISSUED FOR CONSTRUCTION

DRAWING # A-5

REVISION: 6

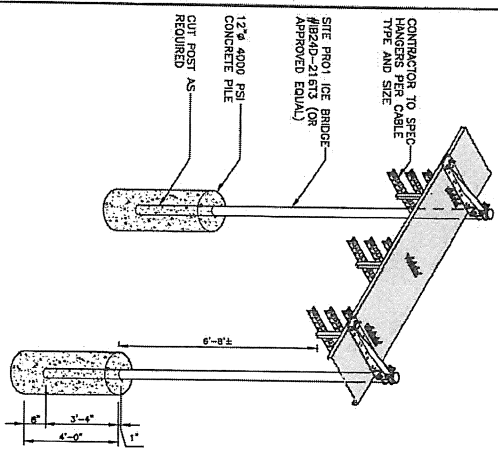
at&t

AIR MOBILITY CORP.
660 BRIDGE STREET
EAST SYRACUSE, NY 13207

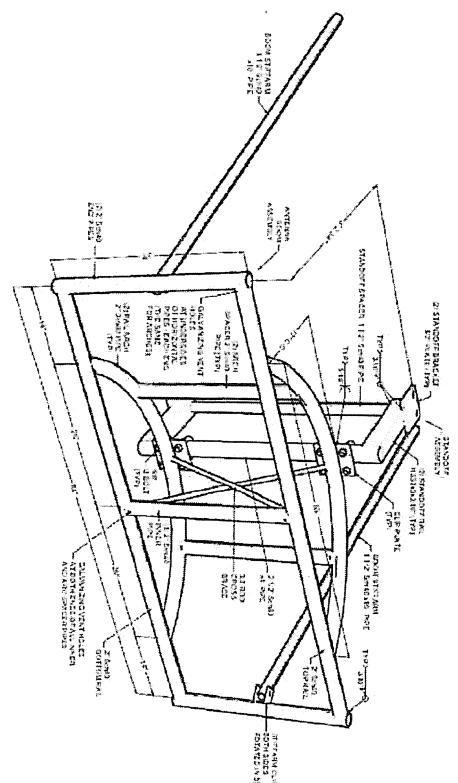
CENTERLINE

720 WEST CENTER ST. SUITE 501
WEST BROOKFIELD, MA 01581
PHONE: 781.713.8725

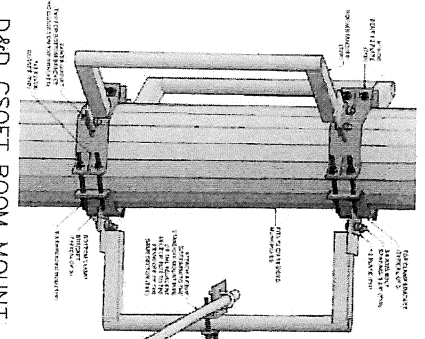




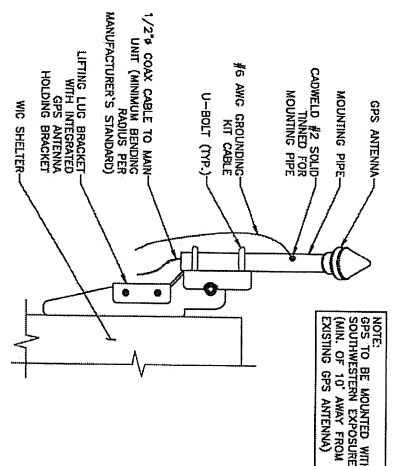
COMSCOPE WB-K210-B
ICE BRIDGE DETAIL
N.T.S.



D&D CSOFT BOOM MOUNT DETAIL
N.T.S.



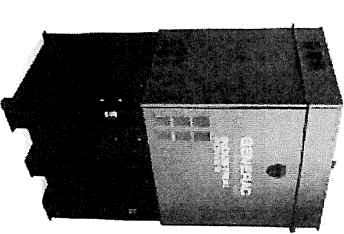
D&D CSOFT BOOM MOUNT CONNECTION DETAIL
N.T.S.



GPS MOUNTING DETAIL
N.T.S.

NOTE: GPS TO BE MOUNTED WITH SOUTHWESTERN EXPOSURE (MIN. OF 10' AWAY FROM EXISTING GPS ANTENNA)

20 KW GENERATOR SPECS	
MODEL	GD0710B-0
MANF.	GENERAC
HEIGHT	81.0"
WIDTH	38.0"
LENGTH	48.0"



GENERATOR DETAIL

at&t
444 MOBILITY CORP.
8441 BRIDGE STREET
EAST SHARON, NY 10927

CENTERLINE
760 WEST CENTER ST SUITE 301
WEST BENDER, MA 02479
PHONE: 781.713.4725

NO.	DATE	DESCRIPTION
1	05/13/20	ISSUED FOR CONSTRUCTION
2	06/02/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
4	06/26/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
6	11/23/20	CONSTRUCTION REVISED

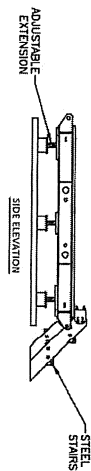
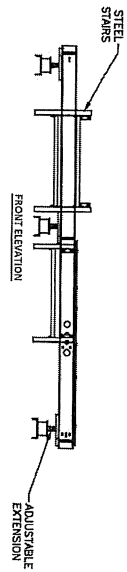
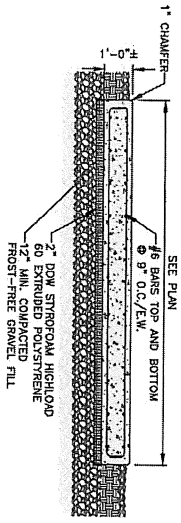
DESIGNED BY: JARROLD, BN
CHECKED BY: DC



SITE TITLE: GRIFFISS BUSINESS PARK
 SITE NUMBER: 151702017
 SITE ADDRESS: GRIFFISS INTERNATIONAL AIRPORT, 650 HANCOCK ROAD, ROUTE 134A1
 PROJECT TYPE: NSB 2020
 SHEET TITLE: DETAILS
 DRAWING # A-6
 REVISION: 6

FOUNDATION NOTES & CONCRETE SPECIFICATIONS:

1. FOUNDATION AREA SHALL BE EXCAVATED TO THE DEPTH AND DIMENSIONS SHOWN ON THE PLANS. EXISTING LEASE AND ALL OTHER EXISTING UNSUITABLE MATERIAL SHALL BE REMOVED AND LEGALLY DISPOSED OF WITHIN THE SITE. THE SUBGRADE SHALL BE ROLLED WITH A 1-TON VIBRATORY WHEELER. THE SUBGRADE SHALL BE FINISHED WITH A MINIMUM OF 2 PASSES, MINIMUM, TO PROVIDE UNWEAVING SURFACE.
2. UNDERCUT SOFT OR "WEAVING" AREAS A MINIMUM OF 12 INCHES DEEP. UNDERCUT AREAS SHALL BE FILL WITH THE REQUIREMENTS OF ASTM A188. STRUCTURAL FILL.
3. CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH TO BE 8K (PLUS OR MINUS 2%)
4. REINFORCING BAR TO BE ASTM A615 GRADE 60.
5. WELDED WIRE FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A188.
6. COOPERATE WITH MANUFACTURER OF PREFABRICATED SHELTER FOR LOCATION OF ATTACHMENTS TO BASE SLAB.
7. ALL REINFORCING TO HAVE MINIMUM CONCRETE COVER PER ACI SPECIFICATIONS.
8. ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO LATEST EDITION OF ACI 318 AND APPLICABLE STATE BUILDING CODE.
9. CONCRETE SLAB SHALL COMPLY WITH ACI 308-01 DESIGN AND CONSTRUCTION OF FROST-PROTECTED SHALLOW FOUNDATIONS & ACI 308R-10 GUIDE TO DESIGN OF SLABS-ON-GROUND.

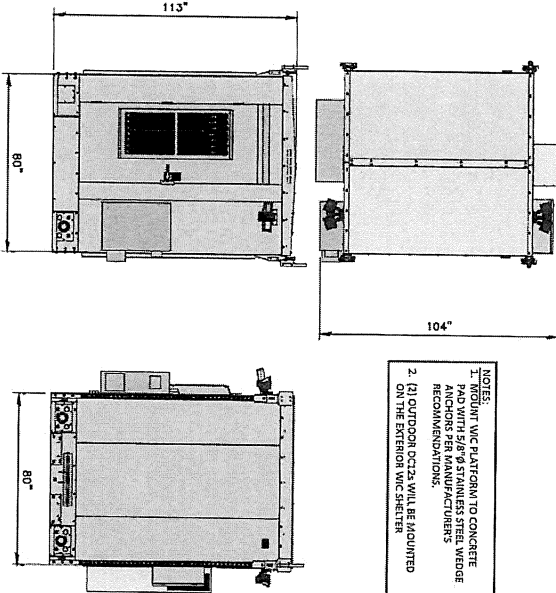


PLATFORM DETAIL

N.T.S.

NOTE: PLATFORM DESIGN BY OTHERS

NOTES:
 1. MOUNT WIC PLATFORM TO CONCRETE PAD WITH 5/8" STAINLESS STEEL WEDGE ANCHORS PER MANUFACTURER'S RECOMMENDATIONS.
 2. (2) OUTDOOR DOCTA WILL BE MOUNTED ON THE EXTERIOR WIC SHELTER

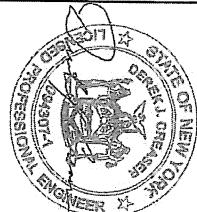


WIC SHELTER DETAIL

4&A MOBILITY CORP.
 684 BRIDGE STREET
 EAST STRATFORD, IN 46037

760 WEST CENTER ST. SUITE 301
 WEST BRIDGEWATER, MA 02576
 PHONE: 978.735.3725

NO.	DATE	DESCRIPTION	DESIGNED BY:	APPROVED BY:
1	05/15/20	ISSUED FOR CONSTRUCTION	KT	DC
2	06/02/20	CONSTRUCTION REVISED		
3	06/15/20	CONSTRUCTION REVISED		
4	06/26/20	CONSTRUCTION REVISED		
5	12/01/20	CONSTRUCTION REVISED		
6	11/23/20	CONSTRUCTION REVISED		



STATE OF NEW YORK
 OFFICE OF THE STATE ENGINEER
 120 NASSAU ST., 15TH FLOOR
 ALBANY, NY 12242
 TEL: 518.474.2900 FAX: 518.474.2901
 WWW.STATEENGINEER.NY.GOV

SITE NAME: CHIFFESS BUSINESS PARK
 P.I. NUMBER: 15170207
 SITE ADDRESS: CHIFFESS INTERNATIONAL AIRPORT,
 650 LANGRISH ROAD,
 ROULE, NY 13441
 PROJECT TYPE: NSB 2020

SHEET TITLE: DETAILS
 DRAWING # A-7 REVISION: 6



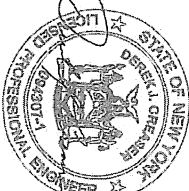
484 HOLLITY CORP.
6841 BRIDGE STREET
EAST STRONGSBURG, NY 14307



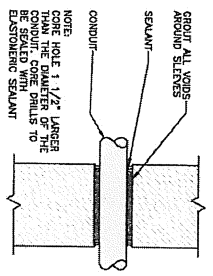
720 WEST BIRCHAVEN ST. SUITE 301
WEST BIRCHAVEN, MA 02778
PHONE: 978/274-7829

NO.	DATE	DESCRIPTION
1	05/13/20	ISSUED FOR CONSTRUCTION
2	06/02/20	CONSTRUCTION REVISED
3	06/19/20	CONSTRUCTION REVISED
4	06/26/20	CONSTRUCTION REVISED
5	12/01/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED

DESIGNED BY:	APPROVED BY:
KT	DC



<p>THIS IS A SUMMARY OF THE WORK PERFORMED AND NOT THE CONTRACT DOCUMENTS. THE CONTRACT DOCUMENTS SHALL BE REFERRED TO FOR THE COMPLETE AND DETAILED REQUIREMENTS. THE CONTRACT DOCUMENTS SHALL BE REFERRED TO FOR THE COMPLETE AND DETAILED REQUIREMENTS.</p>	
SHEET TITLE	PENETRATION DETAILS
DRAWING #	A-9
REVISION	6
SITE NAME:	GRIFFISS BUSINESS PARK
FA NUMBER:	15170207
SITE ADDRESS:	GRIFFISS INTERNATIONAL AIRPORT, 660 HANCOCK ROAD ROSELAND, NY 13441
PROJECT TYPE:	NSB 2020



**FIRE AND CONDUIT PENETRATION
DETAIL IN NON-RATED PARTITION**

GROUP ALL WORDS AROUND SEALS

SEALANT

CONDUIT

NOTE: HOLE 1 1/2" LARGER THAN THE DIAMETER OF THE CONDUIT SHALL TO BE ELASTOMERIC SEALANT

ONE 2" (OR SMALLER) SCHEDULE 40 PFC PIPE TO BE CONCENTRICALLY OR ECCENTRICALLY LOCATED BETWEEN PIPE AND EDGE OF OPENING. ANNULAR SPACE BETWEEN PIPE AND EDGE OF OPENING SHALL BE RIGIDLY SUPPORTED ON BOTH SIDES OF WALL/FLOOR ASSEMBLY

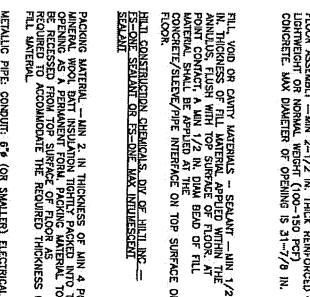
REINFORCED LIGHT IN CONCRETE OR CONCRETE CHALK

1/2" MIN.

4"

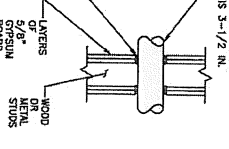
**PFC CONDUIT PENETRATION
DETAIL IN CONCRETE OR MASONRY**

UL SYSTEM NUMBER: C-41-1187
F RATING - 2 HR.



**FIRE AND CONDUIT PENETRATION
DETAIL IN CONCRETE OR MASONRY**

UL SYSTEM NUMBER: F-4-1028
F RATING - 2 HR.



**PFC CONDUIT PENETRATION
DETAIL IN GYPSUM WALLBOARD**

UL SYSTEM NUMBER: W-1-1218
F RATING - 1 & 2 HR.

WALL ASSEMBLY - THE 1 OR 2 HR. FIRE-RATED GYPSUM WALLBOARD/STUD WALL ASSEMBLY SHALL BE CONSTRUCTED OF THE MATERIALS AND IN THE MANNER SPECIFIED IN THE INDIVIDUAL UL90, UL40, UL400 OR FOLLOWING CONSTRUCTION FEATURES. DESIGNS IN THE UL FIRE RESISTANCE DIRECTORY AND SHALL INCLUDE THE FOLLOWING CONSTRUCTION FEATURES:

A. STUDS - WALL FRAMING MAY CONSIST OF EITHER WOOD STUDS OR STEEL CHANNEL STUDS. WOOD STUDS SHALL BE 2" X 4" LUMBER SPACED 16 IN. O.C. STEEL STUDS TO BE MIN 2-1/2" IN. WIDE AND SPACED MAX 24 IN. O.C.

B. GYPSUM BOARD - 5/8" IN. THICK, 4 FT WIDE WITH SQUARE OR BEVELLED EDGES. THE GYPSUM SHALL BE INSTALLED IN THE NONRATED WALL AND PARTITION DESIGN. MAX DIM OF OPENING IS 5-1/2" IN. THROUGH PENETRANTS - ONE NONMETALLIC 2" (OR SMALLER) SCHEDULE 40 PIPE SHALL BE ASSEMBLED PERPENDICULAR TO THE NONRATED WALL AND PARTITION DESIGN. THE PIPE SHALL BE INSTALLED AT AN ANGLE NOT GREATER THAN 45 DEGREES FROM PERPENDICULAR TO THE WALL AND PARTITION OF OPENING SHALL BE MIN 1/4" IN. TO MAX 1 1/16" IN.

WALL & GYPSUM BOARD - 5/8" IN. THICK, 4 FT WIDE WITH SQUARE OR BEVELLED EDGES. THE GYPSUM SHALL BE INSTALLED IN THE NONRATED WALL AND PARTITION DESIGN. MAX DIM OF OPENING IS 5-1/2" IN. THROUGH PENETRANTS - ONE NONMETALLIC 2" (OR SMALLER) SCHEDULE 40 PIPE SHALL BE ASSEMBLED PERPENDICULAR TO THE NONRATED WALL AND PARTITION DESIGN. THE PIPE SHALL BE INSTALLED AT AN ANGLE NOT GREATER THAN 45 DEGREES FROM PERPENDICULAR TO THE WALL AND PARTITION OF OPENING SHALL BE MIN 1/4" IN. TO MAX 1 1/16" IN.

FILL VOID OR CAVITY MATERIALS - SEULANT - FOR 1 HR F RATING, MIN 5/8" (OR 1/2" MIN) THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS. MIN 1-1/4" IN. THICKNESS OF FILL MATERIAL APPLIED WITHIN ANNULUS FLUSH WITH BOTH SIDES OF WALL.

UL FIRE RESISTANCE DIRECTORY, DIV. OF INT'L INC. - SEE ONE SEALANT OR SEALANT

WOOD OR METAL STUDS

WOOD STUDS

5/8" GYPSUM BOARD

FILL VOID OR CAVITY MATERIALS - SEULANT - MIN 5/8" IN. THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS. FLUSH WITH BOTH SURFACES OF WALL. MIN 1-1/4" IN. DAW BEAD OF FILL MATERIAL SHALL BE 1/2" IN. THICKNESS OF FILL MATERIAL APPLIED WITHIN ANNULUS FLUSH WITH BOTH SIDES OF WALL.

UL FIRE RESISTANCE DIRECTORY, DIV. OF INT'L INC. - SEE ONE SEALANT OR SEALANT

ONE 1" (OR SMALLER) STEEL ELECTRICAL METALLIC TUBING (EMT) OR ECCENTRICALLY LOCATED BETWEEN PIPE AND EDGE OF OPENING TO BE OF MIN. AND 2-1/4" DIA. PIPE SHALL BE RIGIDLY SUPPORTED ON BOTH SIDES OF WALL ASSEMBLY.

**FIRE AND CONDUIT PENETRATION
DETAIL IN GYPSUM WALLBOARD**

UL SYSTEM NUMBER: W-1-1054
F RATING - 1 & 2 HR.

WALL ASSEMBLY - THE 1 OR 2 HR. FIRE-RATED GYPSUM WALLBOARD/STUD WALL ASSEMBLY SHALL BE CONSTRUCTED OF THE MATERIALS AND IN THE MANNER SPECIFIED IN THE INDIVIDUAL UL90, UL40, UL400 OR FOLLOWING CONSTRUCTION FEATURES. DESIGNS IN THE UL FIRE RESISTANCE DIRECTORY AND SHALL INCLUDE THE FOLLOWING CONSTRUCTION FEATURES:

A. STUDS - WALL FRAMING MAY CONSIST OF EITHER WOOD STUDS OR STEEL CHANNEL STUDS. WOOD STUDS SHALL BE 2" X 4" LUMBER SPACED 16 IN. O.C. STEEL STUDS TO BE MIN 2-1/2" IN. WIDE AND SPACED MAX 24 IN. O.C.

B. GYPSUM BOARD - 5/8" IN. THICK, 4 FT WIDE WITH SQUARE OR BEVELLED EDGES. THE GYPSUM SHALL BE INSTALLED IN THE NONRATED WALL AND PARTITION DESIGN. MAX DIM OF OPENING IS 5-1/2" IN. THROUGH PENETRANTS - ONE NONMETALLIC 2" (OR SMALLER) SCHEDULE 40 PIPE SHALL BE ASSEMBLED PERPENDICULAR TO THE NONRATED WALL AND PARTITION DESIGN. THE PIPE SHALL BE INSTALLED AT AN ANGLE NOT GREATER THAN 45 DEGREES FROM PERPENDICULAR TO THE WALL AND PARTITION OF OPENING SHALL BE MIN 1/4" IN. TO MAX 1 1/16" IN.

WALL & GYPSUM BOARD - 5/8" IN. THICK, 4 FT WIDE WITH SQUARE OR BEVELLED EDGES. THE GYPSUM SHALL BE INSTALLED IN THE NONRATED WALL AND PARTITION DESIGN. MAX DIM OF OPENING IS 5-1/2" IN. THROUGH PENETRANTS - ONE NONMETALLIC 2" (OR SMALLER) SCHEDULE 40 PIPE SHALL BE ASSEMBLED PERPENDICULAR TO THE NONRATED WALL AND PARTITION DESIGN. THE PIPE SHALL BE INSTALLED AT AN ANGLE NOT GREATER THAN 45 DEGREES FROM PERPENDICULAR TO THE WALL AND PARTITION OF OPENING SHALL BE MIN 1/4" IN. TO MAX 1 1/16" IN.

FILL VOID OR CAVITY MATERIALS - SEULANT - FOR 1 HR F RATING, MIN 5/8" (OR 1/2" MIN) THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS. MIN 1-1/4" IN. THICKNESS OF FILL MATERIAL APPLIED WITHIN ANNULUS FLUSH WITH BOTH SIDES OF WALL.

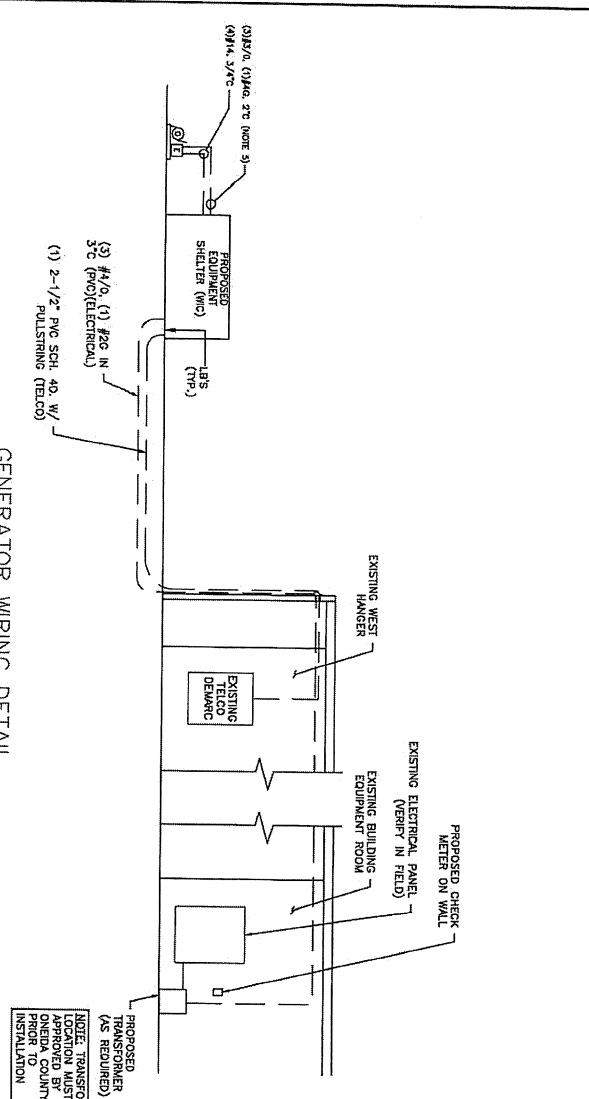
UL FIRE RESISTANCE DIRECTORY, DIV. OF INT'L INC. - SEE ONE SEALANT OR SEALANT

WOOD OR METAL STUDS

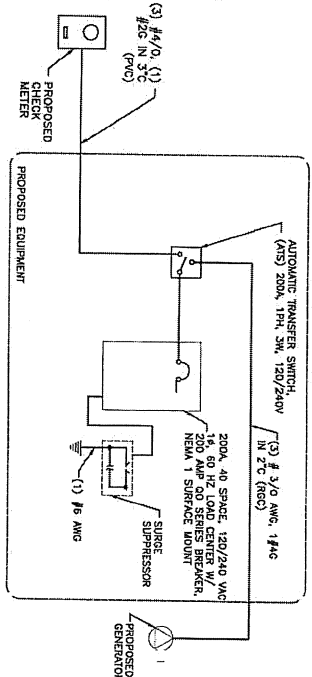
WOOD STUDS

5/8" GYPSUM BOARD

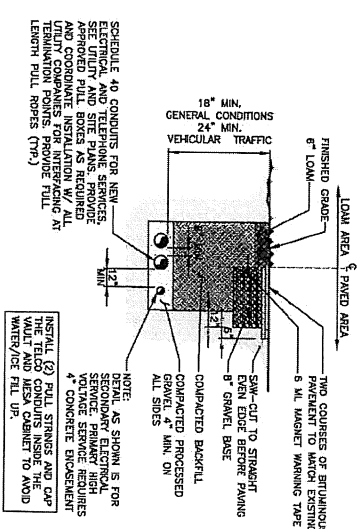
PENETRATION DETAILS
SCALE: N.T.S.



GENERATOR WIRING DETAIL
N.T.S.



TYPICAL ONE-LINE DIAGRAM
N.T.S.



BURIED CONDUIT DETAIL
N.T.S.

ELECTRICAL LEGEND & ABBREVIATIONS

1	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
2	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
3	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
4	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
5	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
6	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
7	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
8	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
9	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
10	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
11	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
12	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
13	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
14	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
15	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
16	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
17	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
18	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
19	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
20	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
21	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
22	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
23	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
24	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
25	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
26	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
27	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
28	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
29	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
30	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
31	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
32	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
33	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
34	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
35	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
36	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
37	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
38	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
39	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
40	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
41	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
42	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
43	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
44	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
45	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
46	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
47	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
48	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
49	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
50	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
51	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
52	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
53	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
54	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
55	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
56	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
57	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
58	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
59	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
60	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
61	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
62	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
63	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
64	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
65	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
66	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
67	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
68	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
69	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
70	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
71	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
72	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
73	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
74	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
75	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
76	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
77	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
78	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
79	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
80	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
81	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
82	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
83	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
84	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
85	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
86	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
87	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
88	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
89	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
90	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
91	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
92	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
93	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
94	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
95	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
96	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
97	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
98	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
99	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT
100	1/2" RIGID CONDUIT	1/2" RIGID CONDUIT

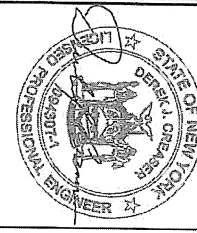
ELECTRICAL & GROUNDING NOTES

1. ALL ELECTRICAL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (NEC) AS WELL AS APPLICABLE STATE AND LOCAL CODES.
2. ALL ELECTRICAL WORK SHALL BE U.L. APPROVED OR LISTED AND PROVIDED FOR SPECIFICATION.
3. THE ELECTRICAL WORK INCLUDES ALL LABOR AND MATERIALS AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED DRAWINGS FROM THE LOCAL ELECTRICAL INSPECTOR.

at&t
6411 MOBILITY CORP.
6411 BRIDGE STREET
EAST STRONGSBURG, NY 10827

CENTERLINE
750 WEST CENTER ST. SUITE 401
WEST BRIDGEWATER, MA 02776
PHONE: 781.715.4725

NO.	DATE	DESCRIPTION	DESIGNED BY	APPROVED BY
1	06/15/20	CONSTRUCTION REVISED	KT	DC
2	06/02/20	CONSTRUCTION REVISED		
3	06/15/20	CONSTRUCTION REVISED		
4	06/29/20	CONSTRUCTION REVISED		
5	12/10/20	CONSTRUCTION REVISED		
6	12/23/20	CONSTRUCTION REVISED		



SHEET TITLE: ELECTRICAL NOTES & ONE-LINE DIAGRAM
DRAWING #: E-1
REVISION: 6

SITE ADDRESS: 660 HANCOCK ROAD, NY 13441
PROJECT TYPE: NSB 2020

FA NUMBER: 151712027
CLIENT: CHIFFRESS BUSINESS PARK

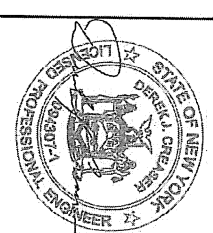
DATE: 12/23/20



444 MOBILITY CORP.
644 BRIDGE STREET
EAST SPRINGFIELD, NY 13597

CENTERLINE
CONSTRUCTION MANAGEMENT
750 WEST CENTER ST. SUITE 301
WEST BRIDGEVIA, MA 02139
PHONE: 781.775.4728

NO.	DATE	DESCRIPTION	DESIGNED BY	APPROVED BY
1	09/13/20	ISSUED FOR CONSTRUCTION	KT	DC
2	06/02/20	CONSTRUCTION REVISION		
3	09/15/20	CONSTRUCTION REVISION		
4	06/26/20	CONSTRUCTION REVISION		
5	12/10/20	CONSTRUCTION REVISION		
6	12/23/20	CONSTRUCTION REVISION		



SHEET TITLE: VERTIV UP CONVERTER LAYOUT
DRAWING # E-2

PROJECT TYPE: NSB 2020

SITE ADDRESS:
GRITISS INTERNATIONAL AIRPORT,
660 HANCOCK ROAD
ROME, NY 13441

SITE NUMBER: 15170207

SITE NAME:
GRITISS BUSINESS PARK

UP CONVERTER LAYOUT
N.T.S.

Site Name / FA Code	Griffiss Business Park 15170207	Number of Up-Converters Needed	27
Existing Power Plant	Emerson 7100	Total breaker positions needed for Upconverters Per calculators	33
Proposed Power Plant	NA	Distribution Panel Needed?	NO

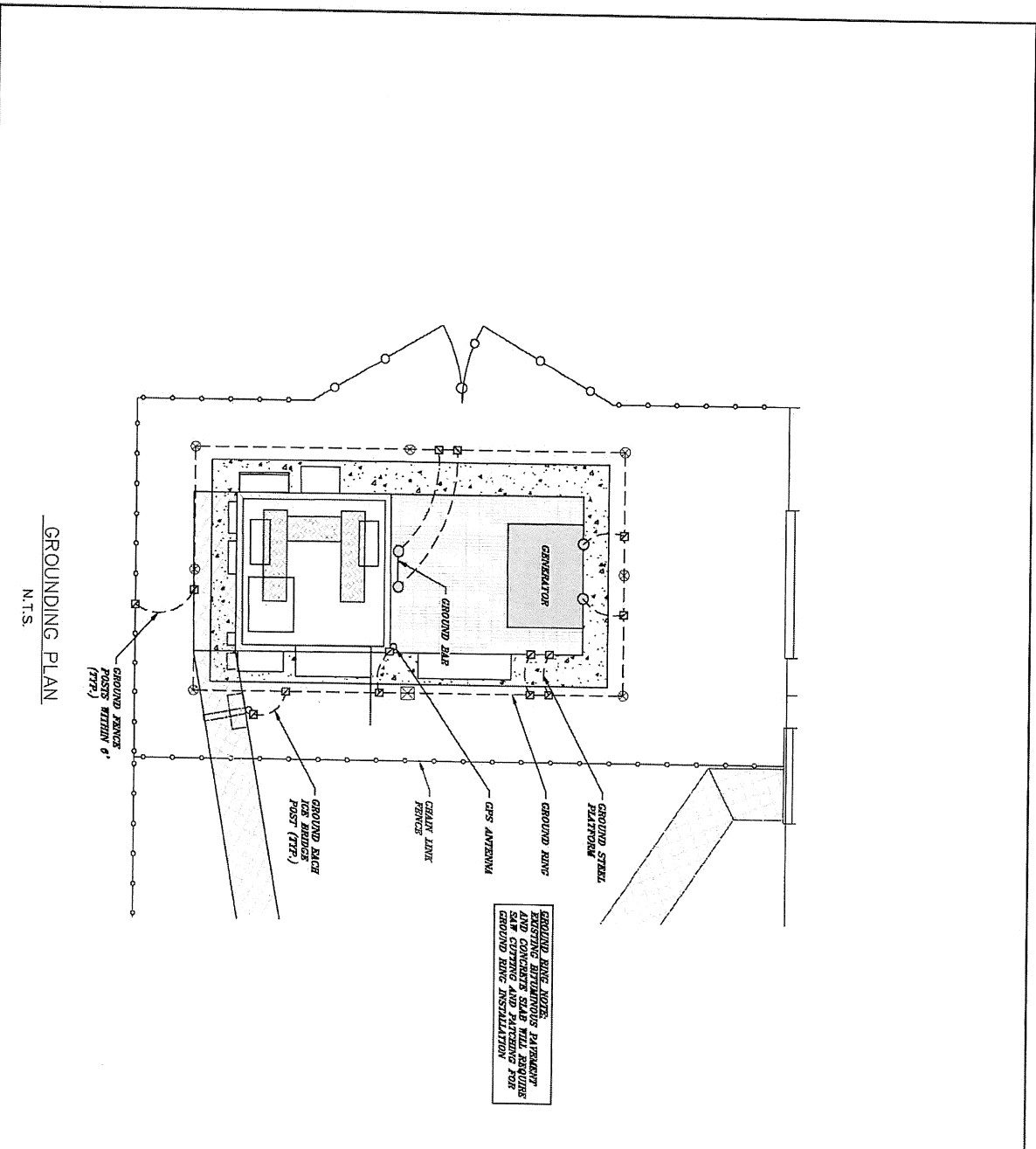
NOTES:
Up Converters should be installed in accordance with the suggested layout below. Standard breakers can be installed in any breaker position not occupied by an Up Converter.

Mounting Bars Needed (NEQ.44719) Mounting kit, esure power extend converter, 26-position panel, Nelsure™ 7100, Nelsure 710	2
QTY and type of Lug adaptor plates needed: (NEQ.45871, 2 pole lug adaptor plate, flat, copper) OR (NEQ.45873, flat, copper) 3 pole lug adaptor plate, flat, copper	

SUGGESTED BREAKER LAYOUT

24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	
-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48	-48
PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL	PARALLEL
A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	A- 8243 8243 FEED FEED	

UP CONVERTER LAYOUT
N.T.S.



GROUNDING PLAN
N.T.S.

GROUNDING NOTES

1. ALL GROUND WIRE SHALL BE BARE COPPER #2 AWG
2. ALL GROUND WIRE SHALL PROVIDE A STRAIGHT DOWNWARD PATH TO GROUND WITH GRADUAL BENDS AS REQUIRED. GROUND WIRES SHALL NOT BE LOOPED
3. ELECTRICAL CONTRACTOR SHALL COORDINATE INSTALLATION OF GROUND RODS AND GROUND RING WITH FOUNDATION AND UNDERGROUND CONDUIT
4. EACH EQUIPMENT CABINET SHALL BE CONNECTED TO ANG INSULATED STRANDED COPPER WIRE EQUIPMENT CABINETS SHALL EACH HAVE (2) CONNECTIONS.
5. PROVIDE DEDICATED #2 AWG COPPER GROUND WIRE CORE TYPICAL FOR FOUR MOUNTING PIPES PER SECTION.
6. ANTENNA GROUND WIRE SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR
7. EXISTING SITE GROUND SYSTEM
8. EACH SECTION OF CABLE TRAY, ICE BRIDGE AND ICE SHIELD SHALL BE CONNECTED IN A FASHION TO AT ALL TERMINATIONS AT EQUIPMENT ENCLOSURES, PANELS AND FRAMES OF EQUIPMENT, AND WHERE EXPOSED FOR GROUNDING, CONDUCTOR TERMINATION SHALL BE MADE BY THE USE OF TONGUE AND GROOVE SELF-TAPPING SCREWS.
10. ALL CLAMPS AND SUPPORTS USED TO SUPPORT THE CONDUIT SHALL BE STAINLESS STEEL. CONDUITS SHALL BE PVC TYPE (NON CONDUCTIVE) WHICH WOULD USE METAL BRACKETS OR SUPPORTS WHICH WOULD FORM A COMPLETE RING AROUND ANY GROUNDING
11. ALL GROUNDING CONNECTIONS SHALL BE COATED WITH A COPPER SHIELD ANTI-CORROSION AGENT SUCH AS TAB KOPR SHIELD VERIFY PRODUCT WITH 12. ALL BOLTS, WASHERS AND NUTS USED ON GROUNDING CONNECTIONS SHALL BE STAINLESS STEEL.
13. GROUND BUSINESSES ON ALL METALLIC CONDUITS AND BOND TO THE EQUIPMENT GROUND BUS IN THE PANELBOARD, FRAMES, CABLE RACKS
14. OTHER METALLIC COMPONENTS WITH #2 INSULATED SURFACE MOUNTED GROUND BARS, CONNECTIONS SHALL FOLLOW MANUFACTURER'S PRECAUTIONS FOR GROUNDING.
15. MANUFACTURER'S GUIDELINES, BOTH ENDS USING AND REINFORCEMENT TO BE BONDED TO GROUNDING
16. CONCRETE-ENCASED ELECTRODES GREATER THAN 20 S.F. OF SURFACE AREA & 1/2" OR GREATER REINFORCING STEEL MUST BE BONDED TO THE ANTI-THERT HARDWARE.
18. ANTI-THERT HARDWARE.

GROUNDING LEGEND

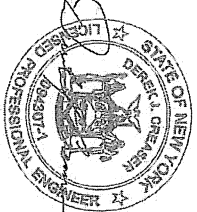
- ⊗ EXOTHERMIC TYPE CONNECTION
- COMPRESSION TYPE CONNECTION
- ⊗ #2 SOLID TINNED COPPER WIRE (UNLESS OTHERWISE NOTED)
- ⊗ 5/8" x 10'-0" COPPER CLAD GROUND ROD
- ⊗ GROUND WELL

4841 INDUSTRY CORP.
5411 BRIDGE STREET
EAST SYRACUSE, NY 13457

750 WEST CENTER ST. SUITE 501
WEST BIRMGHAM, AL 35279
PHONE: 713.773.4725

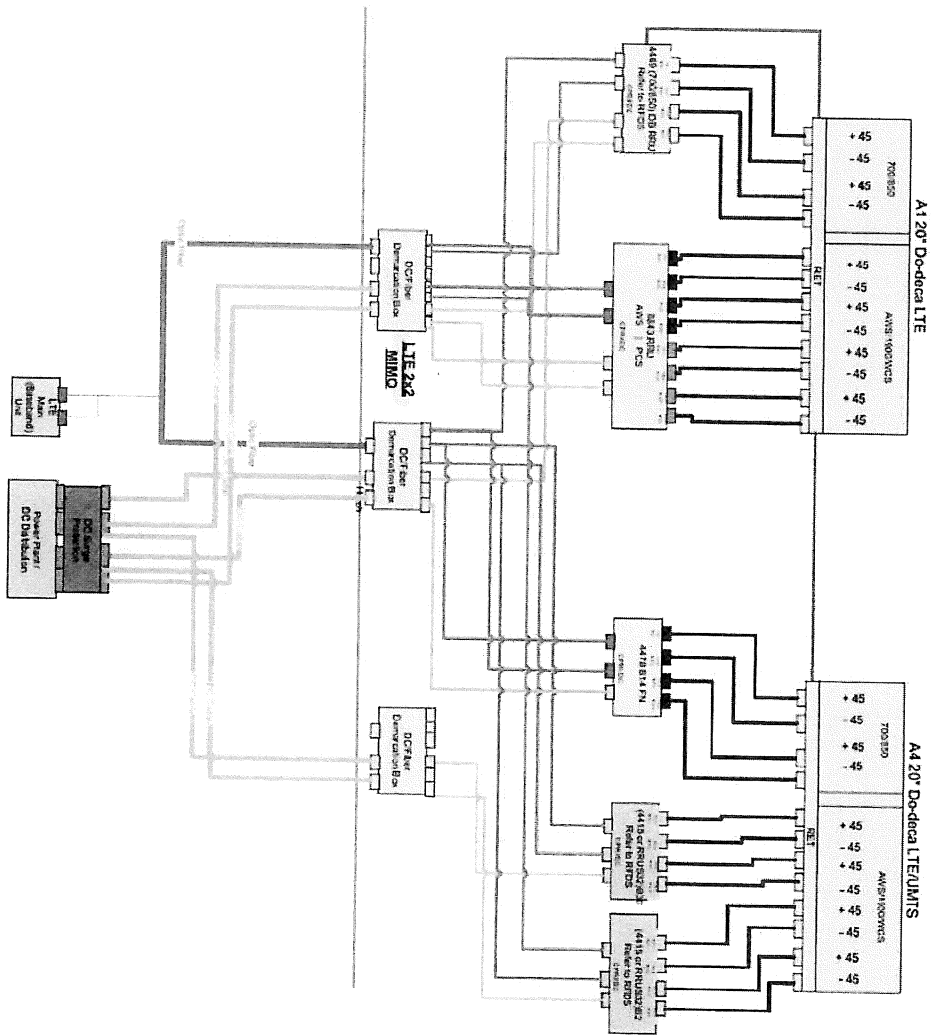
NO.	DATE	DESCRIPTION
1	06/15/20	ISSUED FOR CONSTRUCTION
2	06/09/20	CONSTRUCTION REVISED
3	06/15/20	CONSTRUCTION REVISED
4	06/29/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED

DESIGNED BY: APPROVED BY:
KT DC



15172020
GRIFFISS BUSINESS PARK
15172020
SITE ADDRESS: INTERNATIONAL AIRPORT,
650 HANOVER ROAD,
ROSELIE, NY 13441
PROJECT TYPE: NSB 2020

SHEET TITLE: GROUNDING PLAN & NOTES
DRAWING #: G-2
REVISION: 6



PLUMBING DIAGRAM
N.T.S.

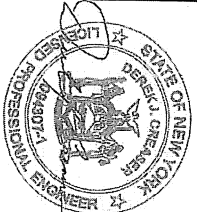


AT&T MOBILITY CORP.
5841 BRIDGE STREET
EAST SYRACUSE, NY 14627



760 WEST CENTER ST. SUITE 501
WEST BIRDSWATER, MA 02270
PHONE: 781.713.4725

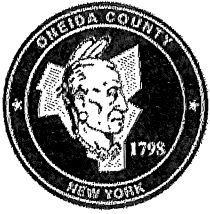
NO.	DATE	DESCRIPTION
1	05/13/20	ISSUED FOR CONSTRUCTION
2	05/02/20	CONSTRUCTION REVISED
3	05/15/20	CONSTRUCTION REVISED
4	06/26/20	CONSTRUCTION REVISED
5	12/10/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED



SEE THE ENDORSEMENT OF THIS SEAL FOR THE FULL LIST OF PROJECTS FOR WHICH THE ENGINEER HAS BEEN LICENSED TO PRACTICE. THIS SEAL IS VALID FOR THE STATE OF NEW YORK ONLY. THE ENGINEER'S LICENSE IS VALID FOR THE STATE OF NEW YORK ONLY. THE ENGINEER'S LICENSE IS VALID FOR THE STATE OF NEW YORK ONLY.

SITE NAME: GRIFFISS BUSINESS PARK
 FA NUMBER: 13170207
 SITE ADDRESS: GRIFFISS WETLANDS, AIRPORT, OFFSHORE HANGAR ROAD, ROWE, NY 13441
 PROJECT TYPE: NSB 2020

SHEET TITLE: RF PLUMBING DIAGRAM
 DRAWING #: RF-1
 REVISION: 6



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive
 MARK E. LARAMIE, P.E.
 Commissioner

February 26, 2021

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

FN 20 21-060

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Reconstruction of the Horton Road Bridge over Big Woodhull Creek in the Town Forestport is substantially complete. This is a Federally-funded project and the bridge is owned by the Town of Forestport. Oneida County agreed to act as project sponsor and an Inter-municipal agreement between Oneida County and the Town of Forestport was executed establishing the Town's responsibility for all unfunded expenses.

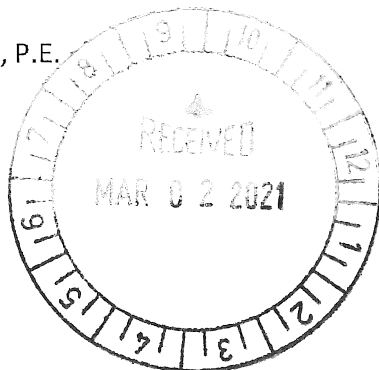
The enclosed Supplemental Agreement No. 1 is required to accept New York State Marchiselli Funding for right-of-way acquisition. When the agreement is fully executed the right-of-way acquisition costs will be split to \$20,800.00 Federal, \$3,900.00 New York State, and \$1,300.00 Town of Forestport.

If acceptable, please forward the enclosed Supplemental Agreement No. 1 to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



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

Anthony J. Picente, Jr.
 County Executive

Date 3-2-21

Oneida Co. Department: Public Works

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

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Title of Activity or Service: Grant

Proposed Dates of Operation: Start on Execution – 09/30/2022

Client Population/Number to be Served: N/A

Mandated/Mandated: Mandated

Summary Statements

1) Narrative Description of Proposed Services:

Reconstruction of the Horton Road Bridge over Big Woodhull Creek in the Town Forestport is substantially complete. This is a Federally-funded project and the bridge is owned by the Town of Forestport. Oneida County agreed to act as project sponsor and an Inter-municipal agreement between Oneida County and the Town of Forestport was executed establishing the Town’s responsibility for all unfunded expenses.

The enclosed Supplemental Agreement No. 1 is required to accept New York State Marchiselli Funding for right-of-way acquisition. When the agreement is fully executed the right-of-way acquisition costs will be split \$20,800.00 Federal, \$3,900.00 New York State, and \$1,300.00 Town of Forestport

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

3) Program Design and Staffing: N/A

4) Funding

	Account #:	H569
	Total Funding Requested:	\$26,800.00
	Oneida County Dept. Funding Recommendation:	\$26,800.00
Proposed Funding Sources	Federal:	\$20,800.00
	New York State:	\$3,900.00
	County:	\$0.00
	Town of Forestport:	\$1,300.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Sponsor: **County of Oneida**
PIN: **2754.43** BIN: **2205730**
Comptroller's Contract No. **D036383**
Supplemental Agreement No. **1**
Date Prepared: **01/21** By: **JM**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D036383 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

County of Oneida (the Sponsor)
Acting by and through the **Chairman, Board of Supervisors**
with its office at **800 Park Avenue, Utica, NY 13501**.

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (*check and enter the # phase(s) as applicable*):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: **County of Oneida**
PIN: **2754.43** BIN: **2205730**
Comptroller's Contract No. **D036383**
Supplemental Agreement No. **1**
Date Prepared: **01/21** By: **JM**
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.43**

OSC Municipal Contract #: <u>D036383</u>	Contract Start Date: <u>7/18/2018</u> (mm/dd/yyyy) Contract End Date: <u>9/30/2022</u> (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
--	---

Purpose: Original Standard Agreement Supplemental Schedule A No. 1

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): County of Oneida
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REPLACE **County** (If different from Municipality): _____

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):
Project Description: HORTON ROAD OVER BIG WOODHULL CREEK BIN 2205730, TOWN OF FORESTPORT, ONEIDA COUNTY. BRIDGE REPLACEMENT (STRUCTURAL) PROJECT.

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$0.00	\$750.00	\$0.00	\$ 750.00
<input checked="" type="checkbox"/>	Current SFY 20/21	\$0.00	\$3,150.00	\$0.00	\$3,150.00
Authorized Allocations to Date		\$ 0.00	\$3,900.00	\$ 0.00	\$3,900.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.43.221	Current	STP	\$5,000.00	\$4,000.00	\$750.00	\$250.00	\$1,000.00
	Old	STP	\$26,000.00	\$20,800.00	\$750.00	\$4,450.00	\$5,200.00
2754.43.222	Current	STP	\$21,000.00	\$16,800.00	\$3,150.00	\$1,050.00	\$4,200.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$26,000.00	\$20,800.00	\$3,900.00	\$1,300.00	\$5,200.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$5,200.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$5,200.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$20,800.00	\$3,900.00	\$ 0.00	\$1,300.00	\$26,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.
- The Locally Administered Design, Construction and Inspection phases of this project are covered under D035951, while the ROW phases are beign covered under this contract D036383.
- County of Oneida Deposit Check No. 54529 in the amount of \$5,200.00 was forwarded to Main Office on 10/21/2019 to cover the non-federal share of the Right of Way Incidental and Acquisition phases.
- Initial 18/19 Marchiselli funding of \$750 was for the original .221 PIN. Additional 20/21 funding of \$3.150 was awarded for the .222 PIN. The combined contract total of \$26,000 is still accurate, but now distributed between the two PIN's, previously submitted Local Deposit check is still sufficient to cover Local Share.
-
-
-
-
-
-
-
-

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

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

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

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

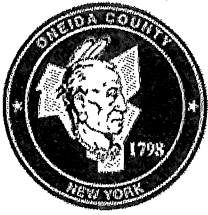
26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

February 26, 2021

FN 20 21 - 061

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The New York State Department of Transportation (NYSDOT) is assisting Oneida County with right-of-way acquisition for the following Locally Administered Federal Aid Projects:

Harris Road Bridge over Canada Creek, Town of Lee,
 Glenmore Road Bridge over Furnace Creek, Town of Annsville, and
 Carmichael Hill Road Bridge over Big Brook, Town of Steuben.

NYSDOT has performed all work required for acquisition of real property, negotiated and will process just compensation, and will file maps and descriptions with the County Clerk. On November 12, 2020, the Oneida County Board of Legislators agreed to accept said real property from the State of New York.

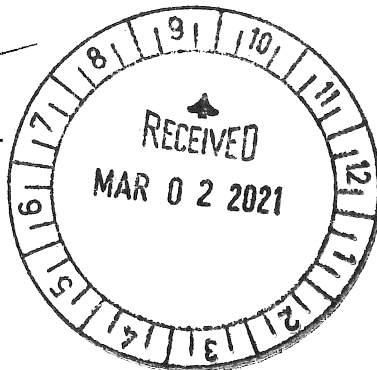
A State/Local Agreement covering the cost of right-of-way incidentals and acquisition is now required. Total cost is \$65,000.00 (80% Federal/20% County) and Oneida County's current share is \$13,000.00. The County's share may be reduced to \$3,250.00 if New York State Marchiselli Aid is secured.

If acceptable, please forward the enclosed State/Local Agreement to the Oneida County Board of Legislators for approval. Please note, a Sample Resolution has been provided by New York State.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner



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

 Anthony J. Picente, Jr.
 County Executive
 Date 3-2-21

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: NYS Department of Transportation, Region 2
207 Genesee Street
Utica, New York 13501

Title of Activity or Service: Right of Way Acquisition for 3 Bridges Projects

Proposed Dates of Operation: Start on Execution – No Expiration

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: The New York State Department of Transportation (NYSDOT) is assisting Oneida County with right-of-way acquisition for the following Locally Administered Federal Aid Projects.

Harris Road Bridge over Canada Creek, Town of Lee
Glenmore Road Bridge over Furnace Creek, Town of Annsville
Carmichael Hill Road Bridge over Big Brook, Town of Steuben

On November 12, 2020, the Oneida County Board of Legislators agreed to accept said real property acquired by the State of New York and now a State/Local Agreement covering the cost of right-of-way incidentals and acquisition is required. Total cost is \$65,000.00 (80% Federal/20% County) and Oneida County’s current share is \$13,000.00. The County’s share may be reduced to \$3,250.00 if New York State Marchiselli Aid is secured.

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

3) Program Design and Staffing: N/A

4) Funding	Account #:	H569
	Total Funding Requested:	\$65,000.00
	Oneida County Dept. Funding Recommendation:	\$65,000.00
Proposed Funding Sources	Federal:	\$52,000.00
	New York State:	\$0.00
	County:	\$13,000.00
	Other:	\$0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.44** BIN: **3311040, 3310390, 3310750**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D040163**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the **County of Oneida** (the "Municipality/Sponsor")
acting by and through **Chairman, Board of Supervisors**
with its office at **800 Park Avenue, Utica 13501**.

This Agreement covers eligible costs incurred on or after **6/15/2018**.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **PM/Rehab of bridges in the Town of Steuben (BIN 3311040), Town of Annsville (BIN 3310390), and Town of Lee (BIN 3310750), Oneida County.** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.44** BIN: **3311040, 3310390, 3310750**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the **County Executive** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.44** BIN: **3311040, 3310390, 3310750**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.44** BIN: **3311040, 3310390, 3310750**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.44** BIN: **3311040, 3310390, 3310750**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

5. *Supplemental Agreements and Supplemental Schedule(s)* A. Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

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

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.44** BIN: **3311040, 3310390, 3310750**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

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

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.44** BIN: **3311040, 3310390, 3310750**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.44** BIN: **3311040, 3310390, 3310750**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via 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.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: **Jim McLaughlin**

Title: **Project Manager**

Address: **Planning and Program Management Group, 13th Floor, Utica State Office Building, 207 Genesee Street, Utica, NY 13501**

Telephone Number: **315-793-2450**

Facsimile Number: **315-793-2719**

E-Mail Address: **Jim.McLaughlin@dot.ny.gov**

[Municipality/Sponsor] Oneida County

Name: **Mr. Mark Laramie**

Title: **Commissioner, Department of Public Works**

Address: **6000 Airport Road, Oriskany, NY 13424**

Telephone Number: **315-793-6228**

Facsimile Number: **315-768-6299**

E-Mail Address: **mlaramie@ocgov.net**

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. 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 receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.44** BIN: **3311040, 3310390, 3310750**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction

MUNICIPALITY/SPONSOR: **Oneida County**

PROJECT ID NUMBER: **2754.44** BIN: **3311040, 3310390, 3310750**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

specifications and procedures on a project by project basis).

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF **Oneida**)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (02/19)

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.44**

OSC Municipal Contract #: D040163	Contract Start Date: <u>6/18/2018</u> <small>(mm/dd/yyyy)</small>	Contract End Date: <u>9/30/2022</u> <small>(mm/dd/yyyy)</small> <input type="checkbox"/> Check, if date changed from the last Schedule A
---	--	--

Purpose: Original Standard Agreement Supplemental Schedule A No.

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): County of Oneida
 State Administered Other Municipality/Sponsor (if applicable):

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REHAB **County (If different from Municipality):**

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):
Project Description: REHAB OF BRIDGES IN TOWN OF STEUBEN (BIN 3311040, TOWN OF ANNSVILLE (BIN 3310390, TOWN OF LEE (BIN 3310750), ONEIDA COUNTY

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$0.00	\$0.00	\$0.00	\$ 0.00
<input checked="" type="checkbox"/>	Current SFY	\$0.00	\$9,750.00	\$0.00	\$9,750.00
Authorized Allocations to Date		\$ 0.00	\$9,750.00	\$ 0.00	\$9,750.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.44.221	Current	STP	\$65,000.00	\$52,000.00	\$9,750.00	\$3,250.00	\$13,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$65,000.00	\$52,000.00	\$9,750.00	\$3,250.00	\$13,000.00

NYS DOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$13,000.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$13,000.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$52,000.00	\$9,750.00	\$ 0.00	\$3,250.00	\$65,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|--------------------------|--------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input type="checkbox"/> |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

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

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

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

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

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE RESOLUTIONS

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of ____% Federal funds and ____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of

Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately

SAMPLE RESOLUTION BY MUNICIPALITY
(NYSDOT Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation and funding of a State "Marchiselli" Program-aid eligible transportation federal-aid project, to fully fund the local share of federal- and state-aid eligible and ineligible project costs and appropriating funds therefore.

WHEREAS, a Project for the _____, P.I.N. _____ (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of ____% Federal funds and ____% non-federal funds; and

[For **SOFT MATCH CREDIT AGREEMENTS** add: WHEREAS, as provided for by agreement with the NYS Department of Transportation, PE and/or ROW Incidental or ROW acquisition work performed by the municipality for the federal aid-eligible construction project covered by the agreement, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid; and]

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of _____ work for the Project or portions thereof, with the federal share of such costs to be applied directly by the New York State Department of Transportation ("NYSDOT") pursuant to Agreement; and it is further

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the Project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance the full non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the non-federal share of the costs of the project exceed the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the _____ of _____ with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
George E. Carle Complex
5999 Judd Road, Oriskany, NY 13424
Phone: (315) 793-6235 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
County Executive

MARK E. LARAMIE, P.E.
Commissioner

February 25, 2021

FN 20 21-072

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

PUBLIC WORKS
WAYS & MEANS

Dear County Executive Picente,

Reconstruction of the Mill Street Bridge over Fish Creek in the Town of Camden is substantially complete. This is a Federally-funded project and the bridge is owned by the Town of Camden. Oneida County agreed to act as project sponsor and an Inter-municipal agreement between Oneida County and the Town of Camden has been executed establishing the Town's responsibility for all unfunded expenses. The total project cost is \$1,388,590.00.

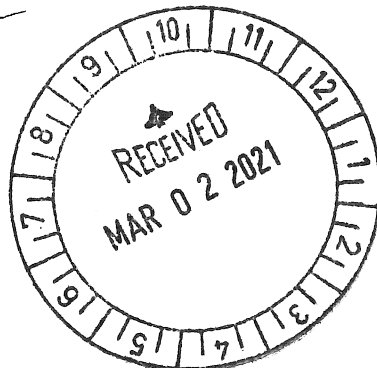
The enclosed Supplemental Agreement No. 2 is required to accept New York State Marchiselli Funding. When the agreement is fully executed, the funding split will be \$1,178,822.00 Federal, \$140,399.00 State, and \$69,429.00 Town of Camden.

If acceptable, please forward the enclosed Supplemental Agreement No. 2 to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
Commissioner



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

Anthony J. Picente, Jr.
County Executive

Date 3-2-21

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

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: New York State Department of Transportation
207 Genesee Street
Utica, 13502

Title of Activity or Service: Grant

Proposed Dates of Operation: Start on Execution – 09/30/2022

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Reconstruction of the Mill Street Bridge over Fish Creek in the Town of Camden is substantially complete. This is a Federally funded project and the bridge is owned by the Town of Camden. Oneida County agreed to act as project sponsor and an Inter-municipal agreement between Oneida County and the Town of Camden has been executed establishing the Town’s responsibility for all unfunded expenses. The total project cost is \$1,388,590.00.

The enclosed Supplemental Agreement No. 2 is required to accept New York State Marchiselli Funding. When the agreement is fully executed the funding split will be \$1,178,822.00 Federal, \$140,399.00 State, and \$69,429.00 Town of Camden.

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

3) Mandated/Not Mandated: Mandated

4) Program Design and Staffing: N/A

5) Funding	Account #:	H569
	Total Funding Requested:	\$1,388,590.00
	Oneida County Dept. Funding Recommendation:	\$1,388,590.00

Proposed Funding Sources	Federal:	\$1,178,822.00
	New York State:	\$140,339.00
	County:	\$0.00
	Town of Camden:	\$69,429.00

Past Performance Data: N/A

O.C. Department Staff Comments: None

Sponsor: **County of Oneida**
PIN: **2754.40** BIN: **2205630**
Comptroller's Contract No. **D035935**
Supplemental Agreement No. **2**
Date Prepared: **01/04/2021** By: **JM**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D035935 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

County of Oneida (the Sponsor)
Acting by and through the **County Executive**
with its office at **800 Park Avenue, Utica, NY 13501**.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated January 2014 with the Appendix A dated October 2019

Amends the text of the Agreement as follows (insert text below):

Sponsor: **County of Oneida**
PIN: **2754.40** BIN: **2205630**
Comptroller's Contract No. **D035935**
Supplemental Agreement No. **2**
Date Prepared: **01/04/2021** By: **JM**
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR: _____ SPONSOR ATTORNEY: _____
By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF _____

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.40**

OSC Municipal Contract #: <u>D035935</u>	Contract Start Date: <u>4/9/2018</u> <small>(mm/dd/yyyy)</small> Contract End Date: <u>9/30/2022</u> <small>(mm/dd/yyyy)</small> <input type="checkbox"/> Check, if date changed from the last Schedule A
--	--

Purpose: Original Standard Agreement Supplemental Schedule A No. 2

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): County of Oneida
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REHAB **County** (If different from Municipality): _____

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):

Project Description: Bridge Superstructure Replacement Mill Street over Fish Creek (BIN 2205630) Village of Camden, Oneida County

Marchiselli Allocations Approved FOR ALL PHASES *All totals will calculate automatically.*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$21,600.00	\$0.00	\$0.00	\$21,600.00
<input checked="" type="checkbox"/>	Current SFY	\$	\$0.00	\$118,739.00	\$118,739.00
Authorized Allocations to Date		\$21,600.00	\$ 0.00	\$118,739.00	\$140,339.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
2754.40.121	Current	STP (80%)	\$144,000.00	\$115,200.00	\$21,600.00	\$7,200.00	\$0.00
	Old	STP (80%)	\$144,000.00	\$115,200.00	\$21,600.00	\$7,200.00	\$0.00
2754.40.321	Current	STP **	\$453,000.00	\$430,350.00	\$0.00	\$22,650.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
2754.40.322	Current	STP (80%)	\$791,590.00	\$633,272.00	\$118,739.00	\$39,579.00	\$0.00
	Old		\$791,590.00	\$633,272.00	\$0.00	\$158,318.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,388,590.00	\$1,178,822.00	\$140,339.00	\$69,429.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,178,822.00	\$140,339.00	\$ 0.00	\$69,429.00	\$1,388,590.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Jim McLaughlin</u> Phone No: <u>315-793-2450</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.



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

ANTHONY J. PICENTE JR.
 County Executive

MARK E. LARAMIE, P.E.
 Commissioner

January 28, 2021

FN 20 21 - 062

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

PUBLIC WORKS
 WAYS & MEANS

Dear County Executive Picente,

The enclosed lease between Oneida County and New Cingular Wireless PCS, LLC will allow New Cingular Wireless to use County transmission towers at one of four (4) separate locations. The anticipated outcome is to provide the necessary access to ensure continued compliance with current and future federal, state or local mandated transmission needs, including emergency 911 communication services. The term begins upon execution and continues for a period of five (5) years.

This lease is for the communication tower located at Utica College, and will allow the tenant to place their equipment at the site, construct, maintain, operate, repair, replace and upgrade its communication fixtures and all related equipment as needed. In return, New Cingular Wireless will reimburse Oneida County for the additional license fees to access the New York Interoperable Communications Consortium's LMR System. The fee for this tower location is \$64,750. The total for all four locations will be \$259,000.

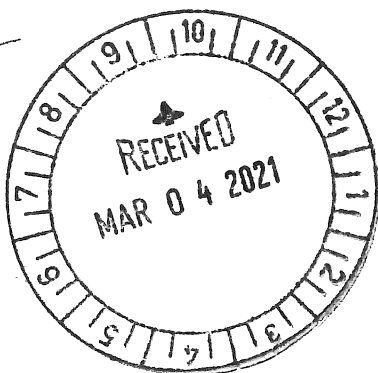
Please consider the enclosed lease agreement for the aforementioned project. If it meets with your satisfaction, please forward to the Board of Legislators for consideration and approval at their next meeting.

Thank you for your continued support.

Sincerely,

Mark E. Laramie, P.E.
 Commissioner

cc: File



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

 Anthony J. Picente, Jr.
 County Executive
 Date 3-3-21

Oneida Co. Department: Public Works – B&G

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: New Cingular Wireless PCS, LLC
575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

Title of Activity or Service: Structure Lease Agreement – **Utica College**

Proposed Dates of Operation: Upon Execution – Expiration at end of 5th Year

Client Population/Number to be Served: Oneida County Residents

Mandated or non-mandated: Non-Mandated but approved by CE

Summary Statements

- 1) **Narrative Description of Proposed Services:** This lease allows the tenant to use the County’s facilities at one of four (4) locations for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment. The location for this agreement is on the campus of Utica College, Utica, NY.

- 2) **Program/Service Objectives and Outcomes:** The expected outcome is to provide the access necessary for the tenant to ensure continued compliance with any current or future federal, state or local mandated application, including emergency 911 communication services.

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

Total Funding Requested: \$64,750.00 per location **Account # H-533**

Oneida County Dept. Funding Recommendation: \$64,750.00 per location (Revenue)

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

Cost Per Client Served: N/A

Past Performance Data: None

O.C. Department Staff Comments: The amount shown above is reimbursement from the Tenant to the County to secure and add an ISSI license to the New York Interoperable Communications Consortium’s LMR system. The total value is \$259,000 for all four (4) locations.

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal place of business located at 800 Park Avenue, Utica, New York 13501 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company authorized to do business in the State of New York, having a mailing address of 575 Morosgo Drive, Suite 13-F, West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord leases that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 1555 Burrstone Road, Utica, NY, 13502, in the County of Oneida (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties hereby agree as follows:

1. LEASE OF PREMISES. Landlord leases to Tenant:

(i) approximately two hundred fifty (250) square feet of ground space, including the air space above such ground space, as is more fully described on attached **Exhibit 1**, for the placement of Tenant's shelter/equipment pad/generator;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Structure, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises.**"

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property, at the Tenant's sole cost and expense; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or

future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its licensees and sub-licensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Prior to installation of any new equipment or antennas on the Premises, Tenant shall provide Landlord with engineering documentation illustrating the scope of the additional equipment and/or antennas to be installed. Such documentation shall include, but not be limited to, a structural analysis performed by a Licensed Professional Engineer of the Structure demonstrating that the Structure has sufficient capacity to support the proposed equipment/antennas and a radio frequency intermodulation analysis demonstrating that the proposed equipment will not cause harmful interference with the Landlord's radio communications equipment on the Structure. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations, with advance notice, including a description of the proposed alternations, in writing, to the Landlord.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date. Landlord shall use good faith efforts to obtain all requisite legislative and other parties' approvals to renew this Agreement upon the same terms and conditions set forth herein, except for monthly rent, which is detailed in Section 4 below.

(b) If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(c) The Initial Term and any Holdover Term are collectively referred to as the Term ("**Term**").

4. CONSIDERATION.

Tenant has agreed to reimburse Landlord for the cost of securing and adding an Inter-Sub Site Interface ("**ISSI**") license to the New York Interoperable Communications Consortium's LMR system, the total cost of which is Two Hundred Fifty-Nine Thousand Dollars (\$259,000.00) ("**License Reimbursement**"). The scope of work being performed by Tenant with respect to the ISSI license is described on **Exhibit 3**, attached hereto and incorporated herein. Landlord and Tenant agree that the License Reimbursement shall serve as sufficient consideration for Tenant's Permitted Use of the Premises for the Term described herein, and also for Tenant's use of three (3) additional Landlord-controlled facilities, at the locations described below, for the terms described in their respective lease agreements. The portion of the License Reimbursement attributable to the Premises described herein is Sixty-Four Thousand, Seven Hundred Fifty Dollars (\$64,750.00) ("**Site Specific Payment**"). The Site Specific Payment shall be submitted to Landlord within thirty (30) days of full execution of this Agreement.

Site Name:	Rome South
1 Site Address:	216 South Street
2 Municipality:	City of Rome
3 County:	Oneida

Site Name:	Oneida County Office Building
1 Site Address:	800 Park Ave
2 Municipality:	City of Utica
3 County:	Oneida

Site Name:	Griffiss Business Park
1 Site Address:	660 Hangar Road
2 Municipality:	City of Rome
3 County:	Oneida

In the event Landlord is able to secure the legislative and other approvals required to renew this Agreement and the lease agreements for the three (3) locations described above, Tenant's aggregate monthly rent for the four (4) properties shall be a total of One Thousand Six Hundred and 00/100 Dollars (\$1600.00) per month ("Rent") commencing on the first day of the renewal term, which amount shall escalate at a rate of two percent (2%) per year. In the event Landlord needs to have rent payments separated by location for accounting or other purposes, one quarter of the total Rent shall be allocated to each site.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice, all at the Tenant's sole cost and expense.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured by endorsement as respects this Agreement on a primary and noncontributory basis with subrogation waived. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant, and such consent shall not be unreasonably withheld; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. **INTERFERENCE.**

(a) Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Such list is attached hereto as **Exhibit 2**. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will make every reasonable effort to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Specifically excluded the definition herein of "interference" are any operations, modifications, or improvements Landlord must perform or complete that are required to maintain and operate current or future emergency services communications networks.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that each of them are duly organized, validly existing and in good standing and have the right, power and authority to enter into this Agreement and bind themselves hereto through the party set forth as signatory for each party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from

subsurface or other contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Landlord's request, Tenant will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 4**.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and shall remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Tenant shall remove, at its cost, the Communication Facility within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and reasonable access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Landlord may permit Tenant, at Tenant's own cost and expense, to connect to Landlord's existing electric service. Authorization of said connection is at Landlord's discretion and all work shall require review and approval by Landlord. Tenant shall then pay Landlord a flat fee of \$400.00 per month for power usage or install an electrical sub-meter and pay actual cost of electricity consumed. At the end of each calendar year, if Tenant's flat fee does not cover the total power costs associated with the Communication Facility,

Landlord may request reimbursement for the overage. In such event, Landlord shall provide Tenant with the applicable usage data and copies of the utility invoices confirming the power charges attributable to Tenant's Communication Facility. Tenant shall submit reimbursement to Landlord within forty-five (45) days after receiving the usage data and invoices.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Landlord's or the service company's request, Tenant will execute a separate recordable easement evidencing this grant, at no cost to Landlord or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide reasonable Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to take all reasonable measures to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have any and all rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant may only assign this Agreement or sublease the Premises and its rights herein, in whole or in part, with Landlord's consent. Landlord shall not arbitrarily withhold such consent. Upon consent of Landlord to such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Notwithstanding the foregoing, Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate (defined in Section 24(i) below) or (b) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. With the exception of an Assignment under the conditions outlined above, no subleases or sub-tenancies will be permitted under this Agreement.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site Name: Utica College (NY)
Fixed Asset No.: 15173582
12 of 575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site Name: Utica College (NY)
Fixed Asset No.: 15173582
208 S. Akard Street
Dallas, TX 75202

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Oneida County Law Department
Attn: County Attorney
800 Park Avenue, 10th Floor
Utica, New York 13501

With a copy to: Oneida County Department of Emergency Services
Attn: Director of Emergency Services
120 Base Road
Oriskany, New York 13424

and

Oneida County Department of Public Works
Attn: Commissioner
5999 Judd Road
Oriskany, New York 13424

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, and business dislocation expenses.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the

date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent, provided such removal does not interfere with the Landlord's or Landlord's other tenants' continuing operations.

21. TAXES.

(a) Landlord is a municipal corporation and therefore exempt from taxation in most circumstances. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. Tenant shall pay Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to request that the Landlord contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to request that the Landlord institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. In the event such a proceeding is instituted, Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to request that the Landlord contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(d) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord.

(e) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement,

Tenant shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes, Tenant shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site Name: Utica College (NY)
Fixed Asset No: 15173582
575 Morosgo Drive
Suite 13-F, West Tower
Atlanta, GA 30324

(f) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the sub-leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) Landlord agrees not to sub-lease or use any areas of the Property or Surrounding Property for the future installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective sub-lessee shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from sub-leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Specifically excluded from the definition herein of installation, operation or maintenance of other wireless communications facilities are any operations, modifications, or improvements Landlord must perform or complete that are required to maintain and operate current or future emergency services communications networks.

(c) Landlord shall promptly notify Tenant of any and all assignments of this lease, and shall provide Tenant with documentation concerning any such assignments.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and Access obligations.

23. APPROVAL OF NECESSARY LEGISLATIVE BODIES.

(a) This Agreement is contingent upon approval by the Oneida County Board of Legislators, to be decided in their complete and absolute discretion.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 5**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon forty (40) business

days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's construction and use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's leasing and use of the Property and any improvements on the Property.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

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

(g) **Service of Process.** Tenant expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be sent to Tenant at the entity and address listed with the New York State Department of State for service of process as of the date of filing of such action.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

The County of Oneida

By: _____

Name: Anthony J. Picente, Jr.

Oneida County Executive

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: Melissa Semidey Finley

Print Name: Melissa Semidey Finley

Its: Area Manager, Construction & Engineering

Date: 3/1/01

Approved:

Robert E Pronteau
Assistant County Attorney

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

State of NEW YORK)
) ss.:
County of ERIE)

On the 1st day of March in the year 2021 before me, the undersigned, personally appeared MELISSA SEMIDEY FINLEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Amy E Giambanco
Notary Public

Printed Name: _____

My Commission Expires: _____

AMY E. GIAMBANCO
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01G16230146
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 11-01-2018 22

LANDLORD ACKNOWLEDGMENT

State of NEW YORK)
) ss.:
County of ONEIDA)

On the _____ day of _____ in the year _____ 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

INDEX OF EXHIBITS

Exhibit 1: Description of Property

Exhibit 2: Landlord Frequency List

Exhibit 3: Inter Sub Site Interface (ISSI)

Exhibit 4: Standard Access Letter

Exhibit 5: Memorandum of Lease

W-9 Form

EXHIBIT 1

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows on the attached drawings.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

PROJECT INFORMATION

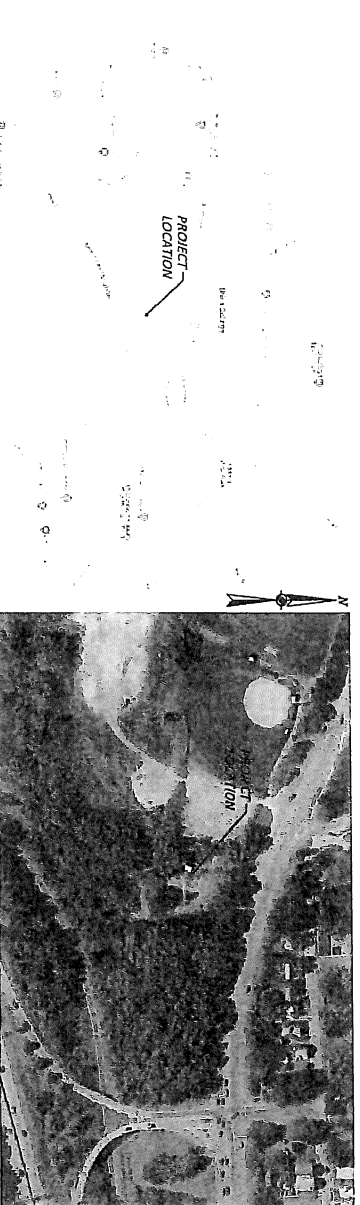
SCORE OF WORK: TELECOMMUNICATIONS FACILITY
 UPGRADE (NSB 2020)
 SITE NAME: UTICA COLLEGE
 SITE ID: -
 FA NUMBER: 15173582
 SITE ADDRESS: 1555 BURRSTONE ROAD
 UTICA, NY 13502
 ZONING JURISDICTION: NEW YORK STATE DEPARTMENT
 OF STATE (FOR COUNTY)
 OHENEA
 COUNTY: OHENEA
 NO PARCEL NUMBER ASSIGNED
 TAX MAP ID: -
 ZONING CODE: COLLU/SBLF SUPPORT TOWER
 TYPE OF SITE: -
 LATITUDE: 43° 05' 31.71" N (43.09199)
 LONGITUDE: -75° 16' 15.43" W (-75.27095)
 GROUND ELEVATION: 560.0± AMSL
 RAD CENTER: 114'-0"±
 TOWER HEIGHT: 185'-8"±
 GROUND SNOW LOAD: 70 PSF
 ULTIMATE WIND SPEED: 109 MPH
 SEISMIC CLASSIFICATION: B
 IMPORTANCE FACTOR: 1
 BUILDING CLASSIFICATION: B/S-2 (WC) - U (TOWER)
 CONSTRUCTION TYPE: 2B
 PROPERTY OWNER: ONEIDA COUNTY
 800 PARK AVENUE
 UTICA, NY 13501
 TOWER OWNER: ONEIDA COUNTY DEPARTMENT OF
 EMERGENCY SERVICES
 NATIONAL GRID
 UTM/T PROJID: VERIZON
 FIBER PROVIDER: VERIZON
 SCOPE OF WORK:
 (3) T-0" COPT MOUNTS,
 (6) ANTENNAS, (15) BRUS,
 (3) DC9 SURGE ARRESTORS,
 (2) DC POWER CABLES,
 (2) DC POWER CABLES,
 (1) DC POWER CABLES,
 (1) DC GENERATOR

PROJECT DIRECTORY

AAE / PROJECT MANAGER:
 CENTERLINE COMMUNICATIONS
 ANDREW THOMPSON, P.E. 610-2250
 200 WEST 21ST STREET
 WEST BRIDGEWATER, MA 02379
 APPLICANT:
 UTICA COLLEGE
 1555 BURRSTONE ROAD
 UTICA, NY 13502
 (518) 496-0154
 5941 BRIDGE STREET
 EAST STRAUSSET, NY 13857
 POWER COMPANY:
 NATIONAL GRID
 (800) 888-4272
 TOWER OWNER:
 ONEIDA COUNTY DEPARTMENT OF EMERGENCY SERVICES
 1720 BASE ROAD
 ORISKANY, NY 13828
 PHONE: (518) 765-2626



FA NUMBER: 15173582
 SITE NAME: UTICA COLLEGE
 PACE ID: MRYNY003011
 PROJECT: NSB 2020



DIRECTIONS:
 HEAD SOUTHWEST ON BRIDGE ST // MAKE A U-TURN // TURN LEFT ONTO 7TH INTERSTATE 690 E RAMP TO INTERSTATE 481 // MERGE ONTO I-481 E // USE THE LEFT LANE TO TAKE INTERSTATE 481 N EXIT TOWARD INTERSTATE 90 // MERGE ONTO I-481 N // TAKE EXIT 6 TO MERGE ONTO I-80 E (TOLL ROAD) // TAKE EXIT 33 FOR /THURWAY // MERGE ONTO I-481 N // TAKE RIGHT AT THE JUNCTION OF I-481 N AND I-80 E // TAKE THE NY-825 N MERGE ONTO WEST-985 BUSINESS AND TECHNOLOGY PARK // CONTINUE ONTO NY-481 E // AT THE TRAFFIC CIRCLE TAKE THE 2ND EXIT ONTO HILL RD // AT THE TRAFFIC CIRCLE, TAKE THE 1ST EXIT ONTO HANGAR RD // TURN LEFT TO STAY ON HANGAR RD

GENERAL NOTES:
 1. THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF AT&T. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. DUBLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSE OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.
 2. THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSED BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SERVICE. THE FACILITY IS NOT GOVERNED BY REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.
 3. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE AT&T REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

DRAWING INDEX		NO.	DESCRIPTION	REV.	DATE
T-1	TITLE SHEET	4		4	12/23/20
GN-1	GENERAL NOTES	4		4	12/23/20
GN-2	GENERAL NOTES	4		4	12/23/20
SN-1	STRUCTURAL NOTES	4		4	12/23/20
A-1	SITE PLAN	4		4	12/23/20
A-2	EQUIPMENT PLAN	4		4	12/23/20
A-3	EQUIPMENT LAYOUT & ELEVATIONS	4		4	12/23/20
A-4	DETAILS	4		4	12/23/20
A-5	DETAILS	4		4	12/23/20
A-6	DETAILS	4		4	12/23/20
A-7	DETAILS	4		4	12/23/20
A-8	DETAILS	4		4	12/23/20
E-1	ELECTRICAL NOTES AND ONE-LINE DIAGRAM	4		4	12/23/20
E-2	VERTICAL CONVERTER LAYOUT	4		4	12/23/20
G-1	GROUNDING DETAILS	4		4	12/23/20
G-2	GROUNDING PLAN & NOTES	4		4	12/23/20
RF-1	RF PLUMBING DIAGRAM	4		4	12/23/20

Call 811
 Before you dig
 Dig Safely New York
 811

STATE OF NEW YORK
 DEPT. OF STATE
 REGISTERED PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION
1	12/23/20	ISSUED FOR REVIEW
2	1/16/21	ISSUED FOR REVIEW
3	1/20/21	CONSTRUCTION REVISED
4	12/23/20	CONSTRUCTION REVISED

DESIGNED BY: APPROVED BY: DC

CENTERLINE
 710 W CENTER ST, SUITE 301
 WEST BRIDGEWATER, MA 02379
 PHONE: 617-352-2278

AT&T
 441 MOBILITY CORP.
 EAST SERVICES, NY 13517

SHEET TITLE: TITLE SHEET
 DRAWING #: T-1
 REVISION: 4

PROJECT TYPE: NSB 2020

FA NUMBER: 15173582
 SITE ADDRESS: 1555 BURRSTONE ROAD
 UTICA, NY 13502

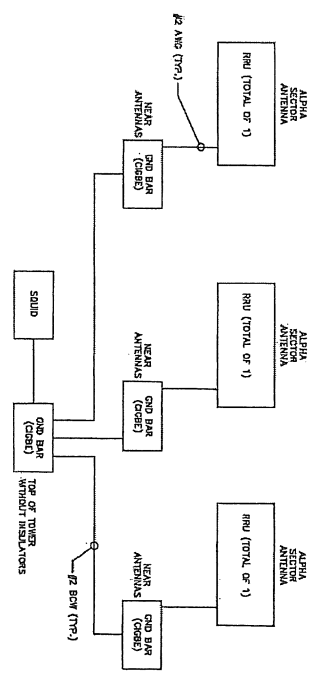
GROUNDING NOTES

1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND DETERMINE PROTECTION SHALL BE TAKEN TO PROTECT THE FACILITY FROM THE RISK OF LIGHTNING STRIKES. THE PROTECTION SHALL BE TAKEN AS APPROVED BY THE A/E. THE SITE-SPECIFIC ILL, LPI, OR NFPA LIGHTNING PROTECTION CODE, AND GENERAL COMPLIANCE WITH THE NATIONAL AND THE GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR AVERAGE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GROUND) SHALL BE BOND TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL REPORT TO THE CONTRACTOR (PER IEEE 1100 AND 81) FOR NEW GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUFFICIENT GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
4. METAL SERVICE SHALL NOT BE USED AS THE NEGATIVE RETURN EQUIPMENT GROUND CONDUCTOR. STAMPED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO THE EQUIPMENT.
5. EACH BUS CARRIER FRAME SHALL BE DIRECTLY CONNECTED TO THE WATER GROUND BAR WITH GREEN INSULATED SUFFICIENT EQUIPMENT GROUND Wires, 6 AWG COPPER BONDING CONDUCTORS FOR OUTDOOR BUS, AND STAMPED COPPER FOR OUTDOOR BUS.
6. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
7. APPROVED ALUMINUM GROUNDING (I.E. CONDUCTIVE GEL, PTFE SHEET) SHALL BE USED IN ALL CORROSION AND BOTTLED GROUND CONNECTIONS.
8. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXTERNALLY BONDING OR BOTTLED TO THE BRIDGE AND THE TOWER GROUND BAR.
9. ALUMINUM CONDUCTOR OR COPPER GALD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL CONNECTIONS SHALL BE BONDING TO THE GROUND BAR, IN ACCORDANCE WITH THE NEC.
11. METAL CONDUIT SHALL BE MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH 6 AWG COPPER WIRE OR APPROVED EQUIVALENT CONDUIT CLAMP.
12. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING HAVING 20 FT. OR MORE OF 1/2 IN. OR GREATER ELECTRICAL CONDUCTING REINFORCING STEEL MUST HAVE A CONNECTION TO THE GROUND BAR WITH 6 AWG COPPER GROUND WIRE, PER NEC 250.20.


- COAX COLOR CODING AND IDENTIFICATION NOTES**
1. SECTOR ORIENTATION/NUMBER WILL VARY FROM REGION TO REGION AND IS SITE SPECIFIC. REFER TO RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND POSITION OF EACH TOWER SECTOR FACE.
 2. THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE EXCEPT IN LOCATIONS WHERE ENVIRONMENTAL CONDITIONS CAUSE PHYSICAL DAMAGE. THE PHYSICAL TAGS ARE IDENTIFIED.
 3. THE STANDARD IS BASED ON A COLORED TAPE-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAGS MUST BE 3/4" WIDE & 1/2" HIGH.
 4. USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE MARKING COLOR CONVENTION TABLE".
 5. WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN GSM/3G AND IS-136/CDMA IS ENCOUNTERED, THE SUBCONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPAIR IT WITH THE COLOR CODING AND TAGGING STANDARD THAT IS OUTLINED IN THE "CABLE MARKING COLOR CONVENTION TABLE". THE COLOR CODING SCHEME SHALL BE IDENTIFIED IN THE FIELD AND THE COLOR CODING SCHEME SHALL BE IDENTIFIED IN THE FIELD.
 6. ALL COLOR CODE TAPE SHALL BE 3/4" WIDE AND SHALL BE INSTALLED USING A MINIMUM OF 3 WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT AS TO AVOID UNNECESSARY.
 7. ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE, AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
 8. ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE TO SIDE.
 9. IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE GSM TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNDISTURBED.
- CABLE MARKING TAGS**
- WHEN USING THE ALTERNATIVE LABELING METHOD, EACH RF CABLE SHALL BE IDENTIFIED WITH A METAL TAG MADE OF STAINLESS STEEL OR BRASS. THE TAG SHALL BE IDENTIFIED WITH THE ANTENNA LOCATION AND POSITION OF EACH TOWER SECTOR FACE. THE TAG SHOULD BE IDENTIFIED WITH THE ANTENNA LOCATION AS DEFINED ABOVE. THE TAG SHOULD BE LABELED AS SHOWN ON THE GSM AND UHS LINE TAG DETAIL.

CABLE MARKING LOCATIONS TABLE

NO.	LOCATION
1	EACH TOP ALUMINUM SHALL BE COLOR CODED WITH 1 SET OF 3 WIRE BANDS
2	DOWN MAIN COAX SHALL BE COLOR CODED WITH 1 SET OF 3 WIRE BANDS. THE BANDS SHALL BE IDENTIFIED BY ENTERING THE BUS FOR THE TRANSMITTER BUILDING
3	ALL BOTTOM ALUMINUM SHALL BE COLOR CODED WITH 1 SET OF 3/4 WIRE BANDS ON EACH END



SCHEMATIC DIAGRAM GROUNDING SYSTEM
N.T.S.



at&t
COMMUNICATIONS

760 WEST CENTER ST. SUITE 301
WEST BIRMGHAM, AL 35219
PHONE: 205/713-7275

DESIGNED BY: BPC
APPROVED BY: DC

ISSUED FOR CONSTRUCTION
1 09/08/20
ISSUED FOR REVIEW
0 09/16/20

PROJECT TYPE: NSB 2020

PROJECT ADDRESS:
1555 BURNSTONE ROAD
UTICA, NY 13502

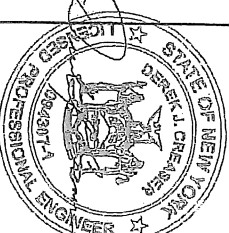
PROJECT NUMBER:
15172592

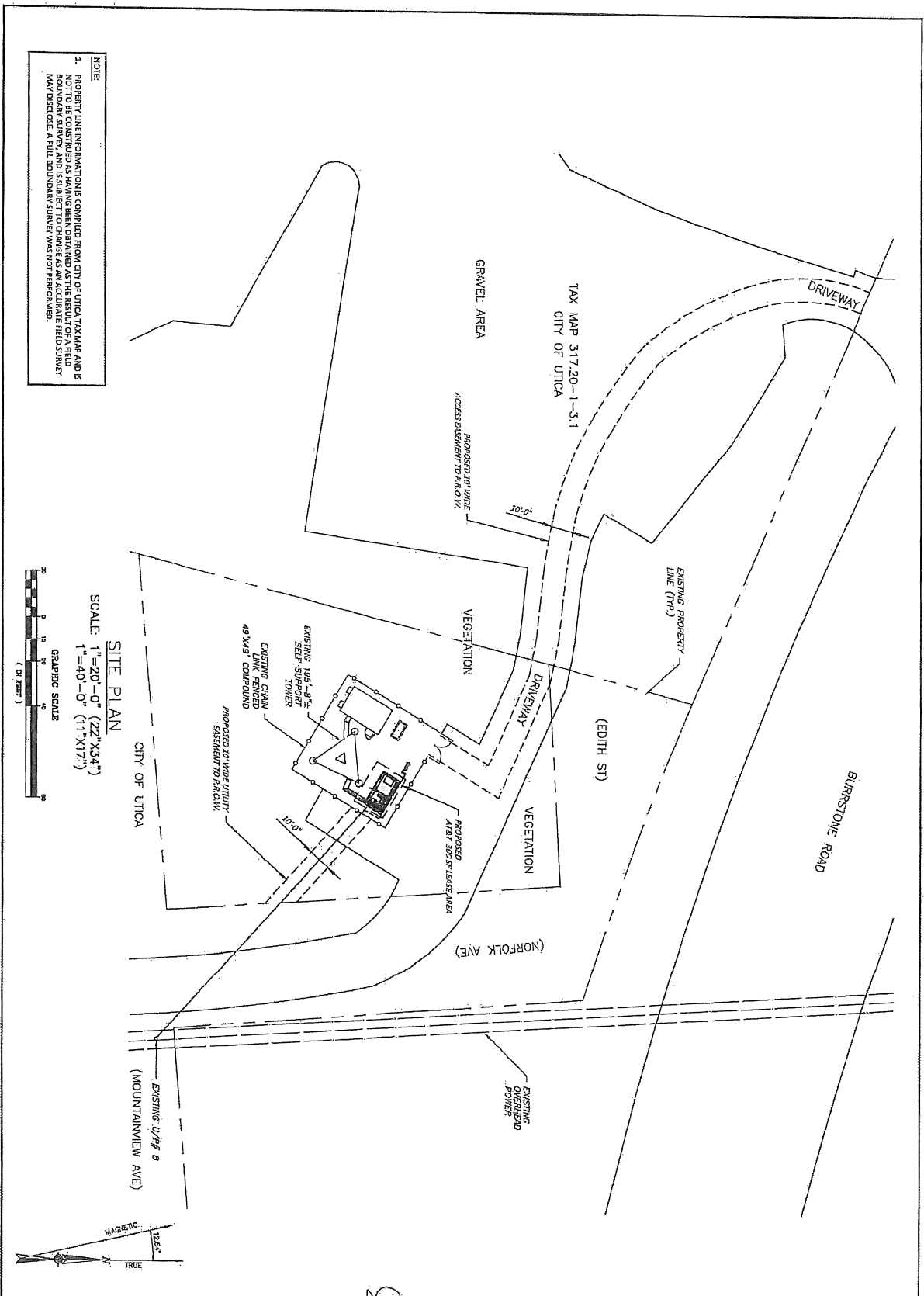
PROJECT NAME:
UTICA COLLEGE

SHEET TITLE:
GENERAL NOTES

DRAWING #:
CN-2

REVISION:
4






NOTE:
 1. PROPERTY LINE INFORMATION IS COMPILED FROM CITY OF UTICA TAX MAP AND IS NOT TO BE CONSIDERED AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD SURVEY. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING A FIELD SURVEY THAT MAY DISCLOSE A FULL BOUNDARY SURVEY WAS NOT PERFORMED.

SITE PLAN
 CITY OF UTICA

SCALE: 1"=20'-0" (22"X34")
 1"=40'-0" (11"X17")

GRAVEL SCALE
 (BY 2007)

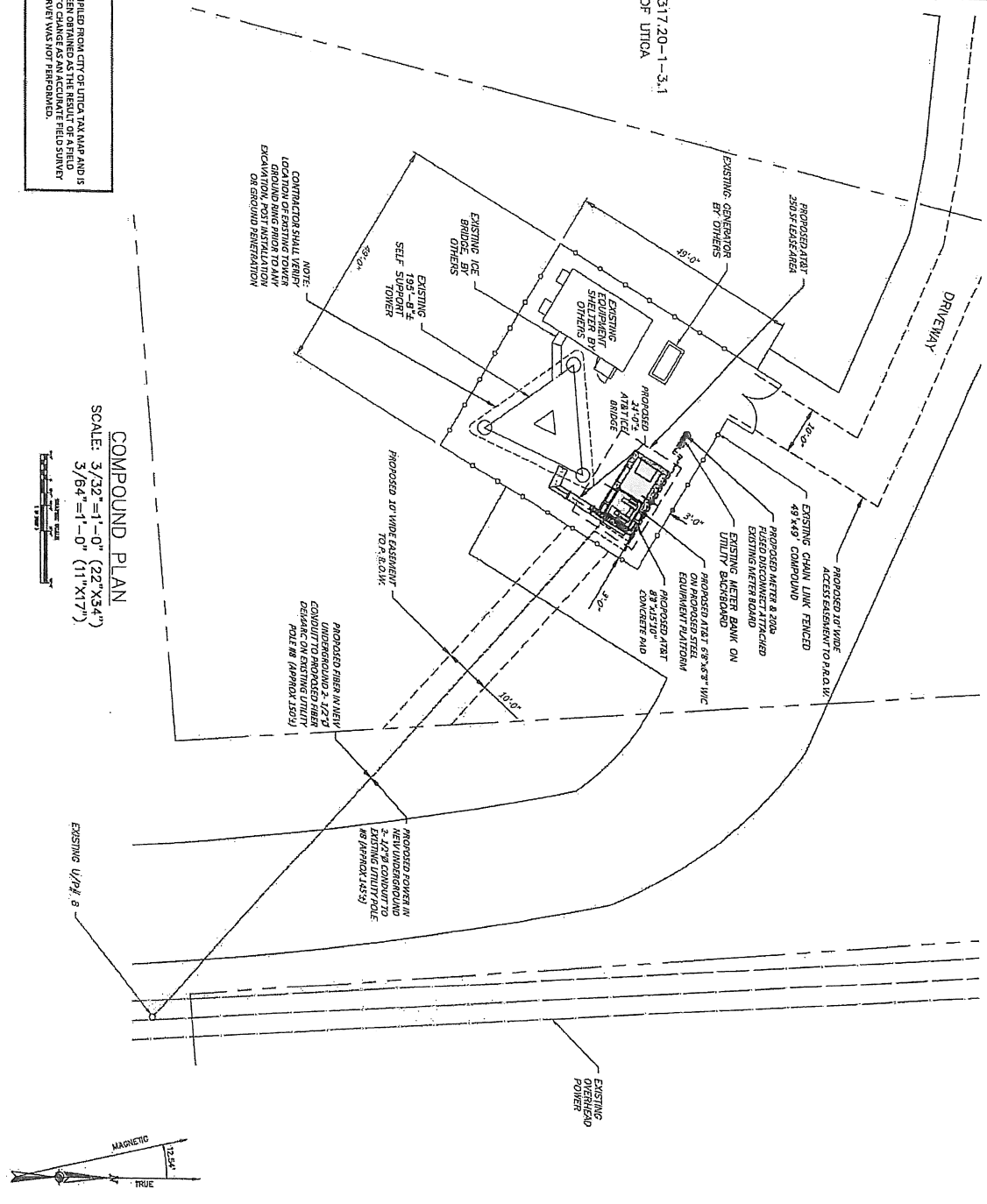
 <p>ATA MOBILITY CORP. 641 BRIDGE STREET EAST SPRINGFIELD, NY 13527</p>		 <p>750 WEST CENTER ST. SUITE 301 WEST BARDONAVEN, NJ 02379 PHONE: 781.273.0725</p>																
<table border="1"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>12/23/20 CONSTRUCTION REVISED</td> </tr> <tr> <td>3</td> <td>12/18/20 CONSTRUCTION REVISED</td> </tr> <tr> <td>2</td> <td>11/12/20 CONSTRUCTION REVISED</td> </tr> <tr> <td>1</td> <td>09/08/20 ISSUED FOR CONSTRUCTION</td> </tr> <tr> <td>0</td> <td>06/16/20 ISSUED FOR REVIEW</td> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </tbody> </table>				REVISIONS		4	12/23/20 CONSTRUCTION REVISED	3	12/18/20 CONSTRUCTION REVISED	2	11/12/20 CONSTRUCTION REVISED	1	09/08/20 ISSUED FOR CONSTRUCTION	0	06/16/20 ISSUED FOR REVIEW	NO.	DATE	DESCRIPTION
REVISIONS																		
4	12/23/20 CONSTRUCTION REVISED																	
3	12/18/20 CONSTRUCTION REVISED																	
2	11/12/20 CONSTRUCTION REVISED																	
1	09/08/20 ISSUED FOR CONSTRUCTION																	
0	06/16/20 ISSUED FOR REVIEW																	
NO.	DATE	DESCRIPTION																
<table border="1"> <tr> <td>DESIGNED BY:</td> <td>BPC</td> </tr> <tr> <td>APPROVED BY:</td> <td>DC</td> </tr> </table>	DESIGNED BY:	BPC	APPROVED BY:	DC														
DESIGNED BY:	BPC																	
APPROVED BY:	DC																	
<table border="1"> <tr> <td>SITE NAME:</td> <td>UTICA COLLEGE</td> </tr> <tr> <td>FZA NUMBER:</td> <td>19172582</td> </tr> <tr> <td>SITE ADDRESS:</td> <td>1555 BURRSTONE ROAD UTICA, NY 13502</td> </tr> <tr> <td>PROJECT TYPE:</td> <td>NSB 2020</td> </tr> </table>				SITE NAME:	UTICA COLLEGE	FZA NUMBER:	19172582	SITE ADDRESS:	1555 BURRSTONE ROAD UTICA, NY 13502	PROJECT TYPE:	NSB 2020							
SITE NAME:	UTICA COLLEGE																	
FZA NUMBER:	19172582																	
SITE ADDRESS:	1555 BURRSTONE ROAD UTICA, NY 13502																	
PROJECT TYPE:	NSB 2020																	
SHEET TITLE: SITE PLAN		DRAWING # A-1 REVISION: 4																

- NOTES:**
1. REFERENCE THE LATEST STRUCTURAL ANALYSIS REPORT BY CENTERLINE COMMUNICATIONS FOR FURTHER INFORMATION REGARDING THE CAPACITY OF THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.

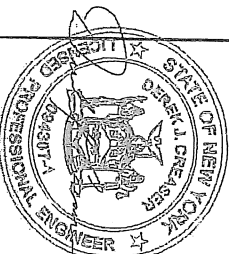
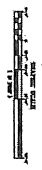
TAX MAP 317.20-1-3.1
CITY OF UTICA

NOTE:

1. PROPERTY LINE INFORMATION IS COMPILED FROM CITY OF UTICA TAX MAP AND IS NOT TO BE CONSIDERED AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD SURVEY. ANY DISCREPANCY BETWEEN THIS INFORMATION AND THE FIELD SURVEY MAY DISCLOSE A FULL BOUNDARY SURVEY WAS NOT PERFORMED.



COMPOUND PLAN
SCALE: 3/32"=1'-0" (22"X34")
3/84"=1'-0" (11"X17")



REVISIONS		
1	11/23/20 CONSTRUCTION REVISED	
2	12/10/20 CONSTRUCTION REVISED	
3	11/12/20 CONSTRUCTION REVISED	
1	06/08/20 ISSUED FOR CONSTRUCTION	
0	06/16/20 ISSUED FOR REVIEW	
NO.	DATE	DESCRIPTION
DESIGNED BY:	APPROVED BY:	
BPC	DC	

CENTERLINE
COMMUNICATIONS

78 WEST CENTER ST., SUITE 301
WEST BRIDGEWATER, MA 02776
PHONE: 781.713.4729

at&t
M&I MOBILITY CORP.
6441 BRIDGE STREET
EAST SPRINGFIELD, NY 10827

SHEET TITLE	
COMPOUND PLAN	
DATE	REVISION
06/16/20	4
PROJECT TYPE: NSB 2020	
SITE ADDRESS: 1555 BURTON ROAD, UTICA, NY 13502	
FA NUMBER: 151735182	
SITE NAME: UTICA COLLEGE	

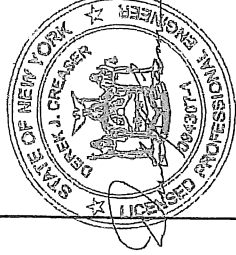


4811 MORRIS CORP.
 100 WEST CENTER ST., SUITE 301
 BLDG. 100
 EAST SYRACUSE, NY 13257



780 WEST CENTER ST., SUITE 301
 BLDG. 100
 EAST SYRACUSE, NY 13257
 PHONE: 315.478.4725

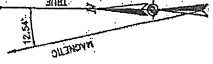
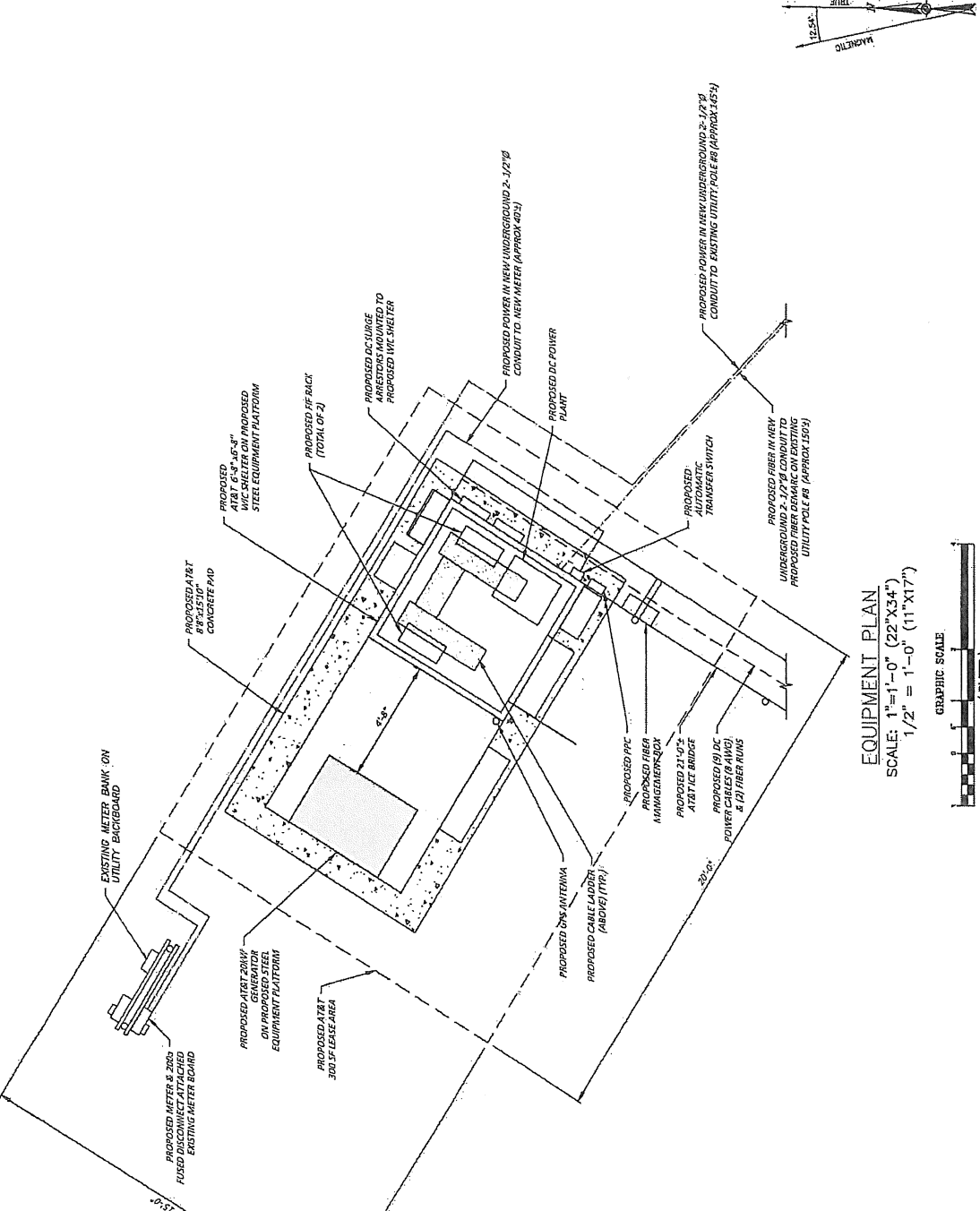
NO.	DATE	DESCRIPTION	APPROVED BY:
4	12/23/20	CONSTRUCTION REVISED	BPC
3	12/10/20	CONSTRUCTION REVISED	DC
2	11/12/20	CONSTRUCTION REVISED	
1	08/26/20	ISSUED FOR CONSTRUCTION	
0	08/19/20	ISSUED FOR REVIEW	



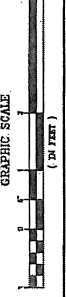
SITE NAME:	UTICA COLLEGE
FA NUMBER:	19175582
SITE ADDRESS:	1335 BURNSTONE ROAD UTICA, NY 13502
PROJECT TYPE:	NSB 2020
SHEET TITLE:	EQUIPMENT PLAN
DRAWING #:	A-3
REVISION:	4

NOTES:

1. REFERENCE THE LATEST STRUCTURAL ANALYSIS REPORT BY CENTERLINE COMMUNICATIONS FOR FURTHER INFORMATION REGARDING THE SAFETY OF THE ANTENNA MOUNTS TO SUPPORT THIS EQUIPMENT UPGRADE.
2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.



EQUIPMENT PLAN
 SCALE: 1" = 1'-0" (22"x34")
 1/2" = 1'-0" (11"x17")

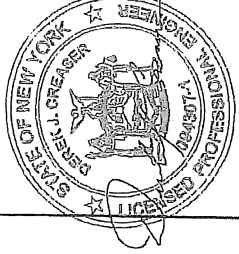




CENTERLINE
 COMMUNICATIONS
 760 WEST CENTER ST, SUITE 301
 WEST BRIDGE STREET
 PHOENIX, AZ 85015, USA

REVISIONS		
4	12/23/20 CONSTRUCTION REISED	
3	12/10/20 CONSTRUCTION REISED	
2	11/17/20 CONSTRUCTION REISED	
1	09/09/20 ISSUED FOR CONSTRUCTION	
0	08/16/20 ISSUED FOR REVIEW	
NO.	DATE	DESCRIPTION

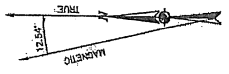
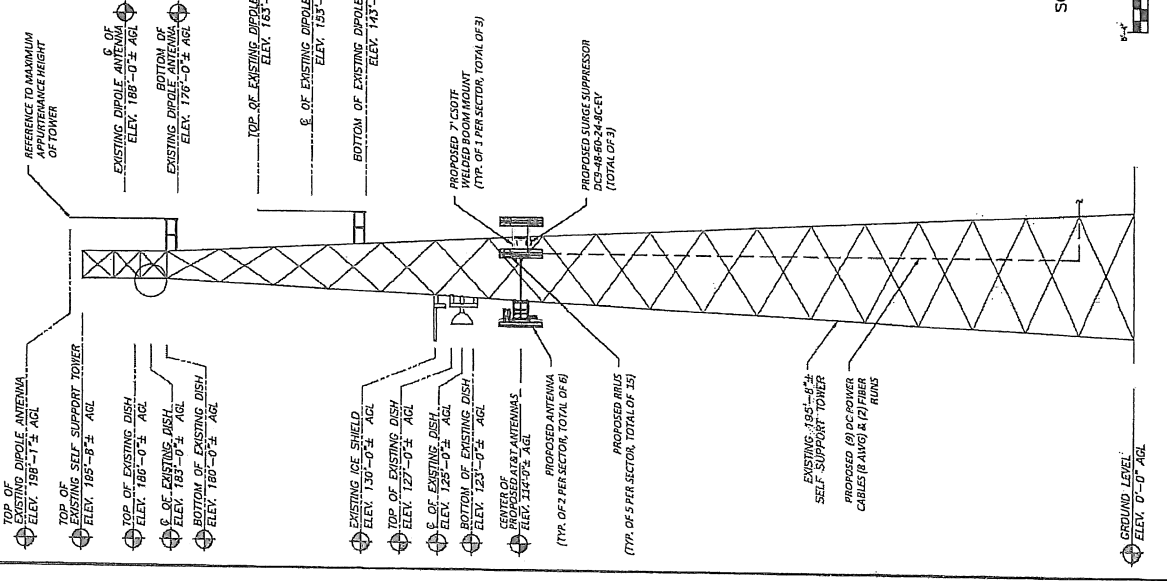
DESIGNED BY: BPC
 APPROVED BY: DC



U.S.A. PROJECT NO. 151735B2
 SITE NAME: UTICA COLLEGE
 FA NUMBER: 151735B2
 SITE ADDRESS: 1555 BURRISTONE ROAD
 UTICA, NY 13502
 PROJECT TYPE: NSB 2020

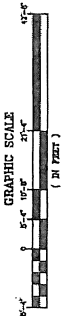
SHEET TITLE: ANTENNA LAYOUT & ELEVATIONS
 DRAWING #: A-4
 REVISION: 4

NOTES:
 1. REFERENCE THE LATEST STRUCTURAL ANALYSIS REPORT BY CENTERLINE COMMUNICATIONS FOR THE CAPACITY INFORMATION REGARDING THE CAPACITY OF THE ANTENNA MOUNTS TO SUPPORT THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.



PROPOSED ANTENNA CONFIGURATION
 SCALE: N.T.S.

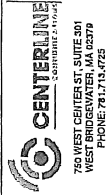
TOWER ELEVATION
 SCALE: 3/32"=1'-0" (22"x34")
 3/64"=1'-0" (11"x17")



GROUND LEVEL:
 ELEV. 0'-0" AGL



AT&T MOBILITY CORP.
641 BRIDGE STREET
EAST BRIDGE, NY 10587



750 WEST CENTER ST, SUITE 301
WEST BRIDGEWATER, MA 03779
PHONE 781.715.8725

NO.	DATE	DESCRIPTION	DESIGNED BY	APPROVED BY
4	12/23/20	CONSTRUCTION REVISED	BPC	DC
3	12/10/20	CONSTRUCTION REVISED		
2	11/19/20	CONSTRUCTION REVISED		
1	08/09/20	ISSUED FOR CONSTRUCTION		
0	06/16/20	ISSUED FOR REVIEW		



STATE OF NEW YORK
EXPIRES 12/31/21
JAMES J. CREASLER
PROFESSIONAL ENGINEER
NO. 13552

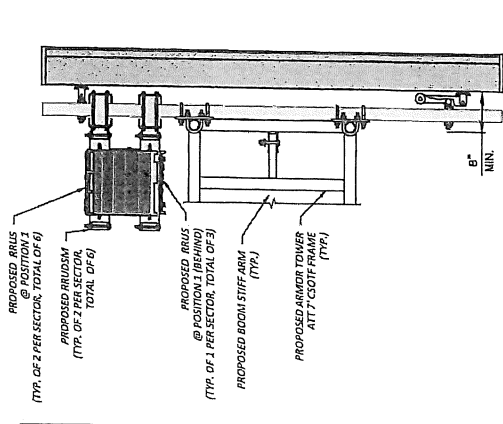
UTICA COLLEGE

FA NUMBER: 151755B2

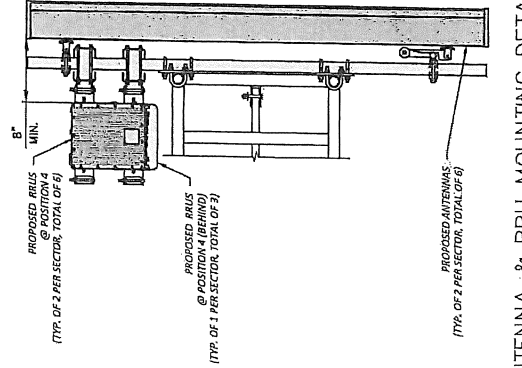
SITE ADDRESS:
1355 BURRSTONE ROAD
UTICA, NY 13502

PROJECT TYPE: NSB 202D

SHEET TITLE: DETAILS
DRAWING # A-5
REVISION: 4



ANTENNA & RRU MOUNTING DETAIL
N.T.S.

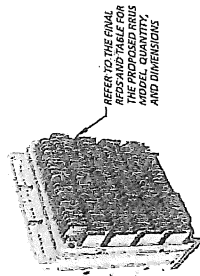


ANTENNA & RRU MOUNTING DETAIL
N.T.S.

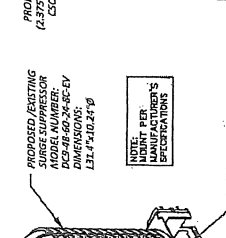
SECTOR	EXISTING/PROPOSED	BAND	ANTENNA	SIZE (INCHES) (L x W x D)	ANTENNA HEIGHT	AZIMUTH	THRU/ DIPLEXER	RRU	SIZE (INCHES) (L x W x D)	FEEDER	RAYCAP
A1	PROPOSED	-	NNH4-65C-RRN17	96.0X20.0X8.0	±114'	0°	-	(P) (1) 4449 B5/12 RRU5 (P) (1) B843 B2/B86A RRU5	18.0x13.0x10.0 15.0x13.0x11.0	(P) (S) DC POWER & (1) FIBER	(P) (1) RAYCAP DC9-48-00-24-BC-BY
A2	-	-	-	-	-	-	-	-	-	-	-
A3	-	-	-	-	-	-	-	-	-	-	-
A4	PROPOSED	-	NNH4-65C-RRN17	96.0X20.0X8.0	±114'	0°	-	(P) (1) 4478 B14 RRU5 (P) (1) 4415 B30 RRU5 (P) (1) 4415 B25 RRU5	17.0X13.0X8.0 15.0X13.0X8.0 15.0X13.0X6.0	(P) (S) DC POWER & (1) FIBER	(P) (1) RAYCAP DC9-48-00-24-BC-BY
B1	PROPOSED	-	NNH4-65C-RRN17	96.0X20.0X8.0	±114'	120°	-	(P) (1) 4449 B5/12 RRU5 (P) (1) B843 B2/B86A RRU5	18.0x13.0x10.0 15.0x13.0x11.0	(P) (S) DC POWER & (1) FIBER	(P) (1) RAYCAP DC9-48-00-24-BC-BY
B2	-	-	-	-	-	-	-	-	-	-	-
B3	-	-	-	-	-	-	-	-	-	-	-
B4	PROPOSED	-	NNH4-65C-RRN17	96.0X20.0X8.0	±114'	180°	-	(P) (1) 4478 B14 RRU5 (P) (1) 4415 B30 RRU5 (P) (1) 4415 B25 RRU5	17.0X13.0X8.0 15.0X13.0X8.0 15.0X13.0X6.0	(P) (S) DC POWER & (1) FIBER	(P) (1) RAYCAP DC9-48-00-24-BC-BY
C1	PROPOSED	-	NNH4-65C-RRN17	96.0X20.0X8.0	±114'	240°	-	(P) (1) 4449 B5/12 RRU5 (P) (1) B843 B2/B86A RRU5	18.0x13.0x10.0 15.0x13.0x11.0	(P) (S) DC POWER & (1) FIBER	(P) (1) RAYCAP DC9-48-00-24-BC-BY
C2	-	-	-	-	-	-	-	-	-	-	-
C3	-	-	-	-	-	-	-	-	-	-	-
C4	PROPOSED	-	NNH4-65C-RRN17	96.0X20.0X8.0	±114'	240°	-	(P) (1) 4478 B14 RRU5 (P) (1) 4415 B30 RRU5 (P) (1) 4415 B25 RRU5	17.0X13.0X8.0 15.0X13.0X8.0 15.0X13.0X6.0	(P) (S) DC POWER & (1) FIBER	(P) (1) RAYCAP DC9-48-00-24-BC-BY

NOTES:
1. REFER TO THE LATEST STRUCTURAL ANALYSIS REPORT BY CENTERLINE COMMUNICATIONS FOR FURTHER INFORMATION REGARDING THE CAPACITY OF THE EQUIPMENT TO SUPPORT THIS EQUIPMENT UPGRADE.
2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.

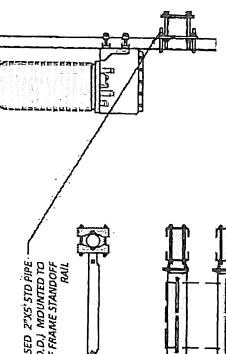
QUANTITY	MODEL	L	W	D
3(P)	4478 B14 RRU5	18.1"	13.4"	8.8"
3(P)	4449 B5/12 RRU5	15.0"	13.2"	10.4"
3(P)	4415 B25 RRU5	10.5"	13.4"	5.9"
3(P)	4415 B30 RRU5	10.5"	13.4"	5.9"
3(P)	B843 B2/B86A RRU5	14.9"	13.2"	10.0"



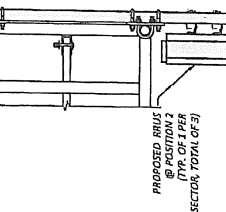
RRU DETAIL
N.T.S.



DC SURGE SUPPRESSOR DETAIL
N.T.S.

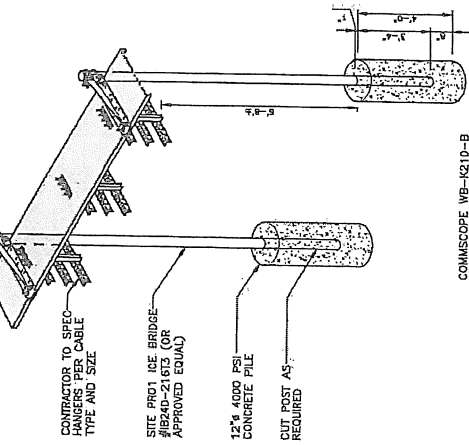


BACK MOUNT DETAIL SURGE ARRESTOR MOUNTING DETAIL
N.T.S.

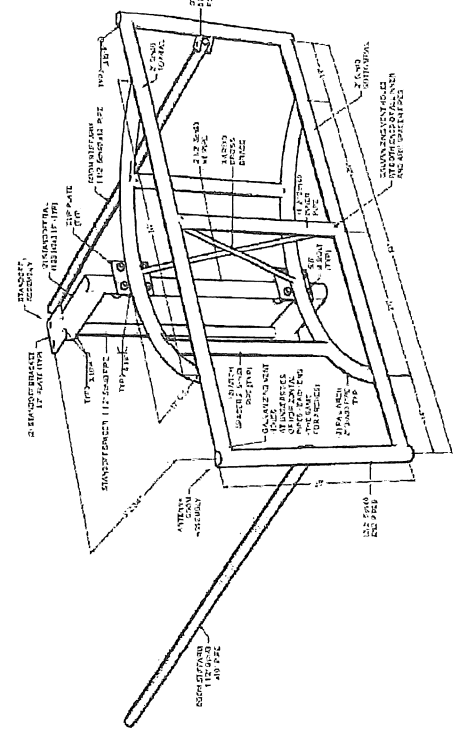


ANTENNA & RRU MOUNTING DETAIL
N.T.S.

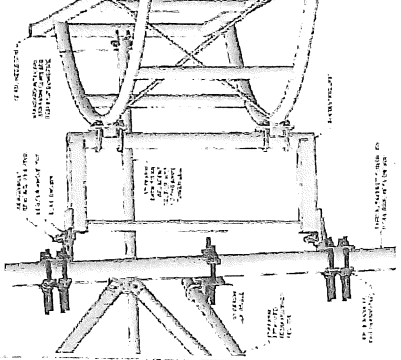
ANTENNA & RRU MOUNTING DETAIL
N.T.S.



ICE BRIDGE DETAIL
N.T.S.

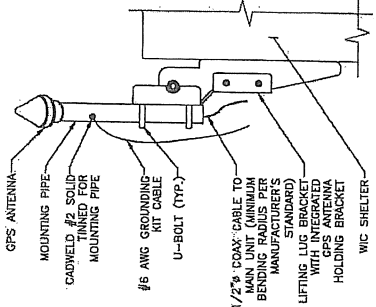


D&D CSOFT BOOM MOUNT DETAIL
N.T.S.



D&D CSOFT BOOM MOUNT
CONNECTION DETAIL
N.T.S.

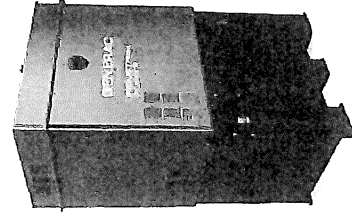
NOTE:
GPS ANTENNA TO BE MOUNTED WITH
SOUTHWESTERN EXPOSURE
(MIN. OF 10' AWAY FROM
EXISTING GPS ANTENNA)



GPS MOUNTING DETAIL
N.T.S.



R5 DETAIL
N.T.S.



20 KW GENERATOR SPECS	
MODEL	COU20RH-0
MANF.	GENERAC
HEIGHT	80.0"
WIDTH	36.0"
LENGTH	48.0"

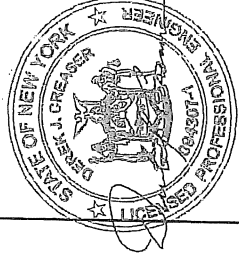
GENERATOR DETAIL
N.T.S.



CENTERLINE
COMMUNICATIONS
750 WEST CENTER ST. SUITE 301
WEST BRIDGEWATER, MA 01379
PHONE: 917.547.7275

REVISIONS		
4	12/23/20 CONSTRUCTION REVISED	
3	12/10/20 CONSTRUCTION REVISED	
2	11/22/20 CONSTRUCTION REVISED	
1	09/01/20 ISSUED FOR CONSTRUCTION	
0	06/16/20 ISSUED FOR REVIEW	
NO.	DATE	DESCRIPTION

DESIGNED BY: BPC APPROVED BY: DC
DATE: _____



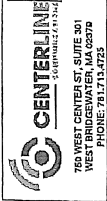
U.S. ARCHITECTURAL FIRM FOR THE STATE OF NEW YORK, INC. LICENSE NO. 11578
J. A. CREAGER, P.E. LICENSE NO. 11578
1555 BURRSTONE ROAD
UTICA, NY 13502

SITE NAME	UTICA COLLEGE
FA NUMBER	15173562
SITE ADDRESS	1555 BURRSTONE ROAD UTICA, NY 13502
PROJECT TYPE	NSB 2020

SHEET TITLE	DETAILS
DRAWING #	A-6
REVISION	4



at&t
 ASI MOBILITY CORP.
 100 WEST CENTER ST.
 EAST RUTHERFORD, NJ 07073



CENTERLINE
 789 WEST CENTER ST. SUITE 301
 WEST RUTHERFORD, NJ 07073
 PHONE: 201.513.4723

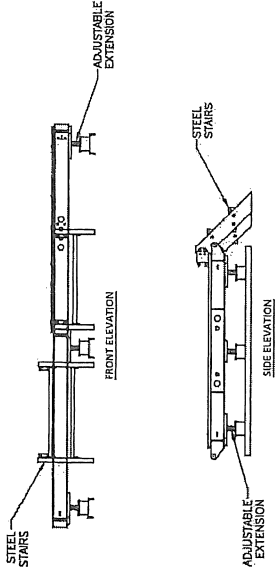
REVISIONS	
NO.	DESCRIPTION
4	12/23/20 CONSTRUCTION REVISED
3	12/16/20 CONSTRUCTION REVISED
2	11/02/20 CONSTRUCTION REVISED
1	09/09/20 ISSUED FOR CONSTRUCTION
0	06/16/20 ISSUED FOR REVIEW

DESIGNED BY: BFC
 APPROVED BY: DC



U.S. ARCHITECTS & ENGINEERS REGISTERED PROFESSIONAL ENGINEERS
 STATE OF NEW YORK

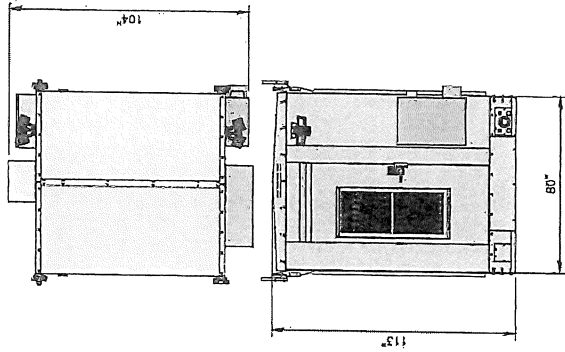
SITE NAME:	UTICA COLLEGE
FA NUMBER:	15173592
SITE ADDRESS:	1553 BURRSTONE ROAD UTICA, NY 13502
PROJECT TYPE:	NSE 2020
SHEET TITLE:	DETAILS
DRAWING #:	A-7
REVISION:	4



NOTE:
 PLATFORM DESIGN
 BY OTHERS

PLATFORM DETAIL
 N.T.S.

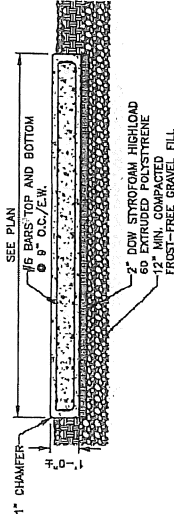
NOTES:
 1. MOUNT W/C PLATFORM TO CONCRETE PAD WITH 5/8" Ø STAINLESS STEEL WEDGE ANCHORS PER MANUFACTURER'S RECOMMENDATIONS.
 2. (B) OUTDOOR UCES WILL BE MOUNTED ON THE EXTERIOR W/C SHELTER



W/C SHELTER DETAIL
 N.T.S.

FOUNDATION NOTES & CONCRETE SPECIFICATIONS:

- FOUNDATION AREA SHALL BE EXAMINED TO THE DEPTH AND DIMENSIONS SHOWN ON THE PLANS. EXISTING LEDGE AND ALL OTHER EXISTING UNSUITABLE MATERIAL SHALL BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE. THE SUBGRADE SHALL BE ROLLED WITH A 1-TON VIBRATORY ROLLER TO PROVIDE UNIFORM SURFACE.
- UNDERCUT SOFT OR "HEAVING" AREAS A MINIMUM OF 12 INCHES DEEP. UNDERCUT AREA WITH FILL MEETING THE SPECIFICATIONS OF STRUCTURAL FILL.
- CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (1-3)±4000 PSI. CONCRETE TO BE AIR ENTRAINED, DESIRED AIR CONTENT TO BE 6% (PLUS OR MINUS 2%).
- REINFORCING BAR TO BE ASTM A615 GRADE 60.
- WELDED WIRE FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A185.
- WIRES FOR FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A62.
- COORDINATE WITH MANUFACTURER OF PREFABRICATED SHELTER FOR LOCATION OF ATTACHMENTS TO BASE SLAB.
- ALL REINFORCING TO HAVE MINIMUM CONCRETE COVER PER ACI SPECIFICATIONS.
- ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO LATEST EDITION OF ACI 318 AND APPLICABLE STATE BUILDING CODE.
- CONCRETE SLAB SHALL COMPLY WITH ACI 308-01 DESIGN AND CONSTRUCTION OF FROST-PROTECTED SHALLOW FOUNDATIONS & ACI 308R-10 GUIDE TO DESIGN OF SLABS-ON-GROUND.

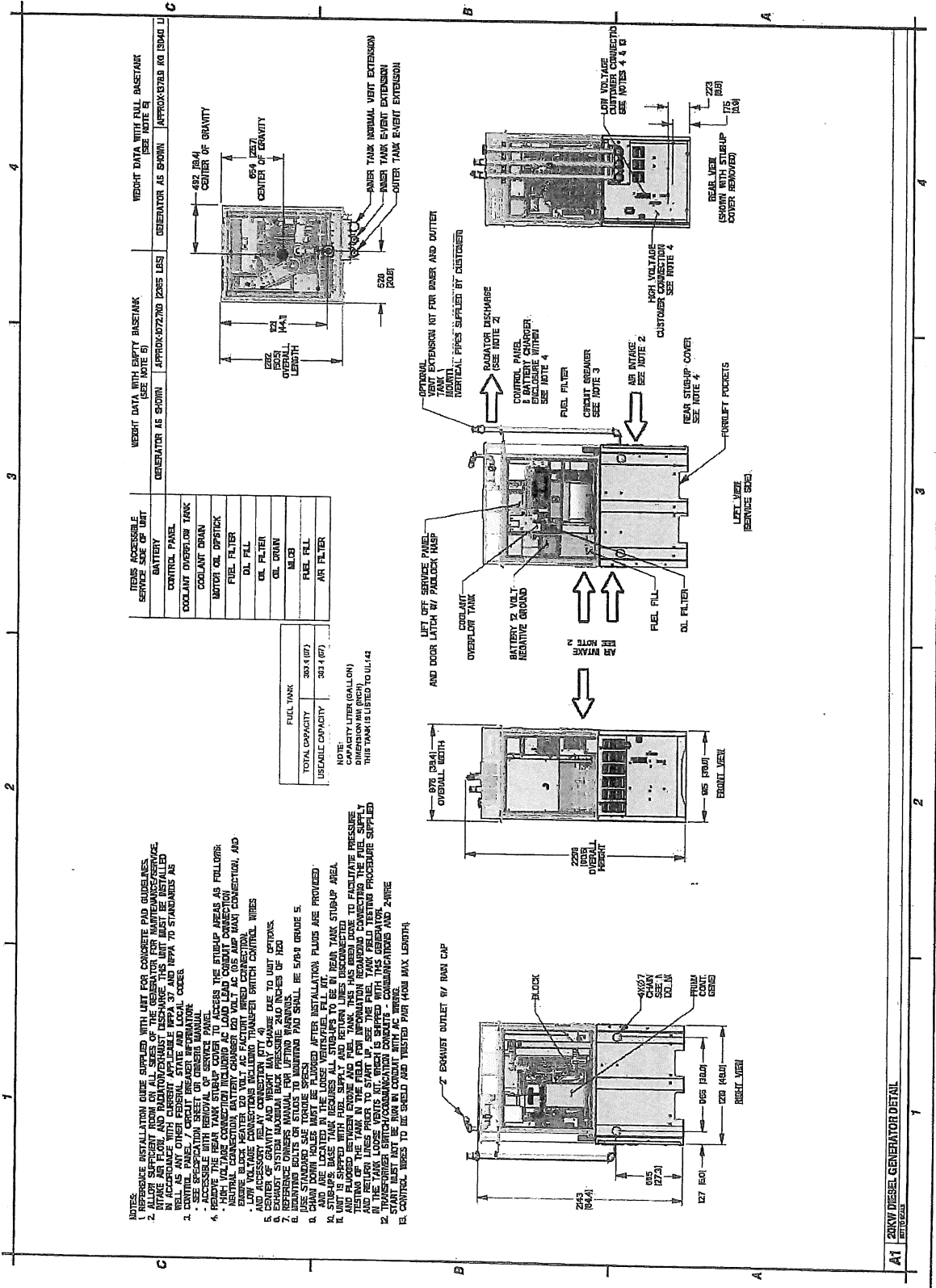


NO.	DATE	DESCRIPTION	APPROVED BY:
4	12/21/20	CONSTRUCTION RENSED	BPC
3	12/10/20	CONSTRUCTION RENSED	DC
2	11/19/20	CONSTRUCTION RENSED	
1	09/09/20	ISSUED FOR CONSTRUCTION	
0	06/16/20	ISSUED FOR REVIEW	



SITE NAME:	UTICA COLLEGE
FA NUMBER:	15173582
SITE ADDRESS:	1555 BURRSTONE ROAD UTICA, NY 13502
PROJECT TYPE:	NSB 2020

SHEET TITLE:	GENERATOR DETAILS
DRAWING #:	A-8
REVISION:	4



SITE NAME:	UTICA COLLEGE
FA NUMBER:	15173582
SITE ADDRESS:	1555 BURRSTONE ROAD UTICA, NY 13502
PROJECT TYPE:	NSB 2020

SHEET TITLE:	GENERATOR DETAILS
DRAWING #:	A-8
REVISION:	4

at&t
 4841 MOBILITY CORP.
 6841 BRIDGE STREET
 EAST STRONGHOLD, NY 10827

CENTERLINE
 754 WEST CENTER ST., SUITE 301
 WEST BRIDGEVALE, MA 03701
 PHONE: 781.272.9278

NO.	DATE	DESCRIPTION
1	06/16/20	ISSUED FOR REVIEW
2	11/19/20	CONSTRUCTION REVISED
3	12/10/20	CONSTRUCTION REVISED
4	12/21/20	CONSTRUCTION REVISED

DESIGNED BY: BPC
 APPROVED BY: DC



1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AS WELL AS APPLICABLE STATE AND LOCAL CODES.

2. ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED AND PROCURED PER SPECIFICATION.

3. THE ELECTRICAL WORK INCLUDES ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURING THE PROJECT.

4. GENERAL CONTRACTOR SHALL PAY FEES FOR ELECTRICAL AND TELCO WIRING OUTSIDE A 30' RADIUS OF THE WORK AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURING THE PROJECT.

5. ALL ELECTRICAL WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

6. ALL ELECTRICAL WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

7. ELECTRICAL WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

8. ELECTRICAL WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

9. ELECTRICAL WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

10. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

11. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

12. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

13. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

14. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

15. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

16. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

17. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

18. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

19. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

20. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

21. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

22. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

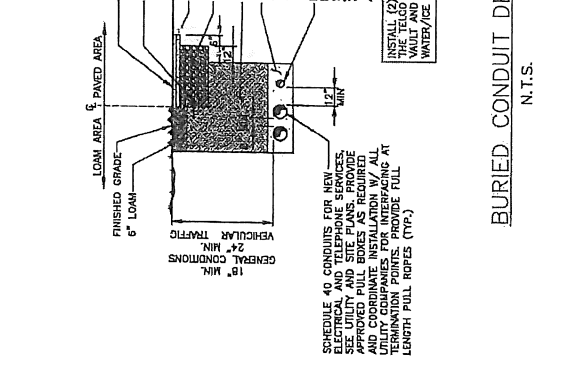
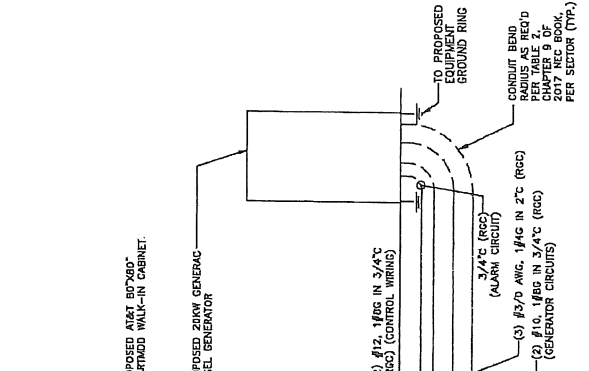
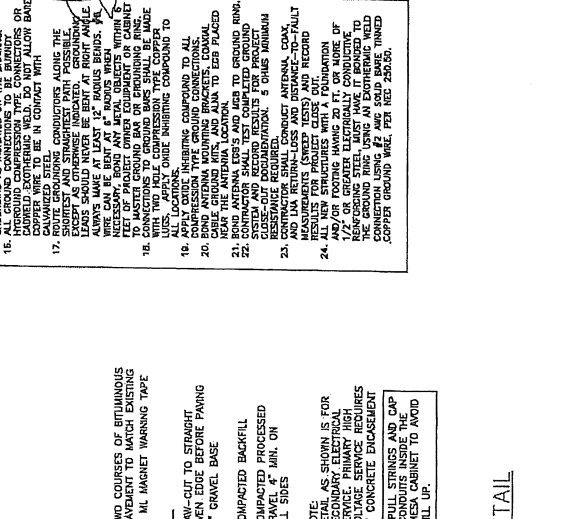
23. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

24. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.

ELECTRICAL & GROUNDING NOTES

ELECTRICAL LEGEND & ABBREVIATIONS

1. ALL ELECTRICAL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AS WELL AS APPLICABLE STATE AND LOCAL CODES.
2. ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED AND PROCURED PER SPECIFICATION.
3. THE ELECTRICAL WORK INCLUDES ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURING THE PROJECT.
4. GENERAL CONTRACTOR SHALL PAY FEES FOR ELECTRICAL AND TELCO WIRING OUTSIDE A 30' RADIUS OF THE WORK AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURING THE PROJECT.
5. ALL ELECTRICAL WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
6. ALL ELECTRICAL WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
7. ELECTRICAL WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
8. ELECTRICAL WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
9. ELECTRICAL WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
10. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
11. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
12. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
13. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
14. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
15. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
16. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
17. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
18. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
19. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
20. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
21. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
22. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
23. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.
24. WIRING SHALL BE PERMITTED BY CODE UNLESS OTHERWISE NOTED.



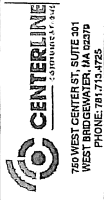
GENERATOR WIRING DETAIL
 N.T.S.

BURIED CONDUIT DETAIL
 N.T.S.

TYPICAL ONE-LINE DIAGRAM
 N.T.S.



at&t
 AIR MOBILITY CORP.
 EAST SYRACUSE, NY 13057



CENTERLINE
 720 WEST CENTER ST. SUITE 301
 HENRIETTA, NY 14456
 PHONE: (716) 751-4723

NO.	DATE	DESCRIPTION
4	12/22/20	CONSTRUCTION REVISED
3	12/10/20	CONSTRUCTION REVISED
2	11/19/20	CONSTRUCTION REVISED
1	10/29/20	ISSUED FOR CONSTRUCTION
0	10/18/20	ISSUED FOR REVIEW

DESIGNED BY: BPC
 APPROVED BY: DC

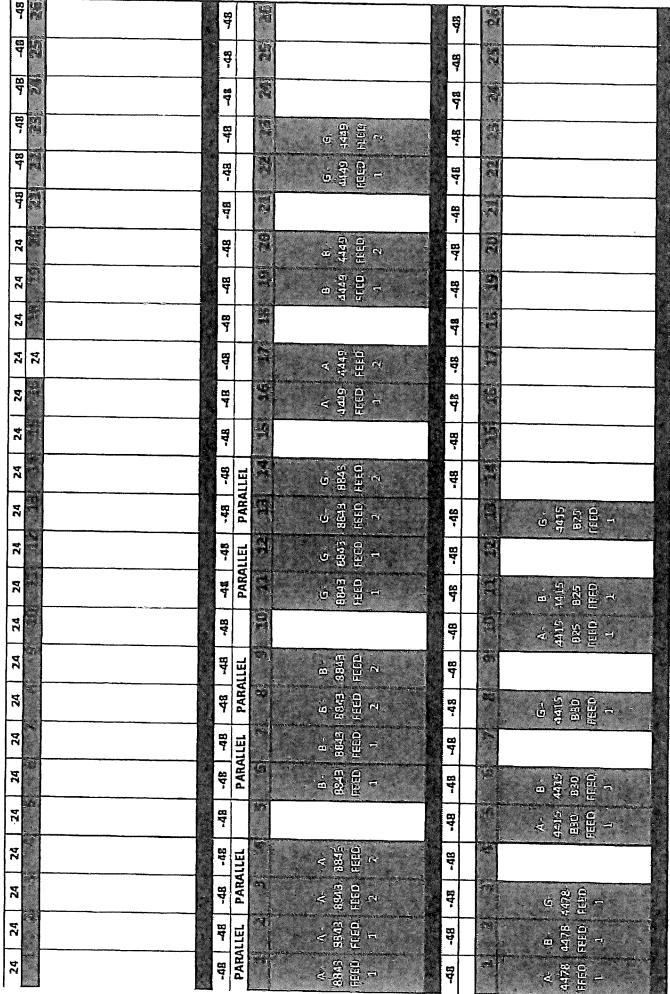


SITE NAME: UTICA COLLEGE
 FA NUMBER: 15173582
 SITE ADDRESS: 1555 BURNSTONE ROAD
 UTICA, NY 13502
 PROJECT TYPE: NSB 2020

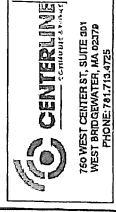
SHEET TITLE: VERIFY UP CONVERTER LAYOUT
 DRAWING #: E-2
 REVISION: 4

Site Name / FA Code	Utica College 15173582	Number of Up-Converters Needed	27
Existing Power Plant	Emerson 7100	Total breaker positions needed for Up-converters per calculators	33
Proposed Power Plant	NA	Distribution Panel Needed?	NO
NOTES:	<p>Up Converters should be installed in accordance with the suggested layout below. Standard breakers can be installed in any buller position no occupied by an Up Converter.</p> <p>Mounting Bars Needed (NEQ.44715) Mounting kit, eSure power extend converter, 25-position panel, NetSure™ 7100, NetSure 710</p> <p>QTY and type of lug adapter plates needed: (NEQ.45871, 2 pole lug adapter plate, flat, copper) OR (NEQ.45873, 3 pole lug adapter plate, flat, copper)</p>		

SUGGESTED BREAKER LAYOUT



UP CONVERTER LAYOUT
 N.T.S.



NO.	DATE	DESCRIPTION
1	06/06/20	ISSUED FOR REVIEW
2	11/17/20	CONSTRUCTION REVISED
3	12/09/20	CONSTRUCTION REVISED
4	12/23/20	CONSTRUCTION REVISED



DESIGNED BY:	BPC	APPROVED BY:	DC
SITE NAME: UTICA COLLEGE FA NUMBER: 15173582 SITE ADDRESS: 1525 BURRSTONE ROAD UTICA, NY 13502 PROJECT TYPE: NSB-2020			
SHEET TITLE: GROUNDING DETAILS		DRAWING #: G-1	
REVISION:		4	

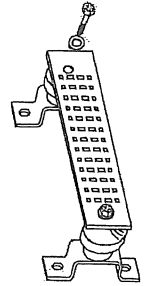
EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

SECTION "P" - SURGE PRODUCERS

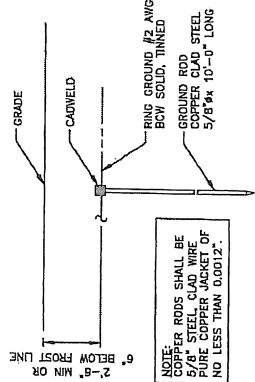
- CABLE ENTRY PORTS (MATCH PLATES) (#2)
- GENERATOR FRAMEWORK (IF AVAILABLE) (#2)
- TRANSFORMER FRAMEWORK (IF AVAILABLE) (#2)
- COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2)
- +24V POWER SUPPLY RETURN BAR (#2)
- 48V POWER SUPPLY RETURN BAR (#2)
- RECTIFIER FRAMES.

SECTION "A" - SURGE ABSORBERS

- INTERIOR GROUND RING (#2)
- EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2)
- METALLIC COLD WATER PIPE (IF AVAILABLE) (#2)
- BUILDING STEEL (IF AVAILABLE) (#2)

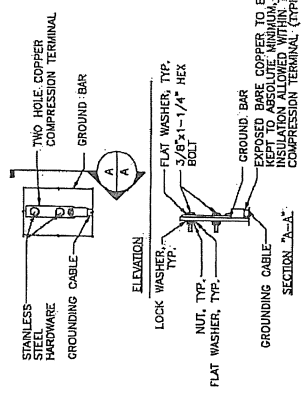


TYPICAL GROUND ROD DETAIL
N.T.S.



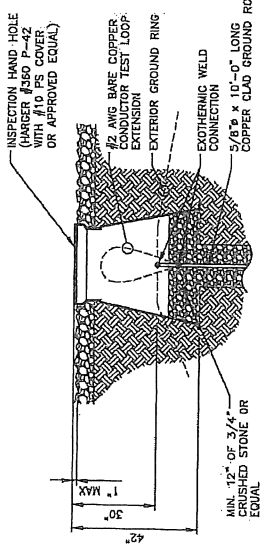
NOTE: COPPER RODS SHALL BE 5/8" STEEL CLAD WIRE OR 5/8" COPPER JACKET OF NO LESS THAN GAUZE.

TYPICAL GROUND ROD DETAIL
N.T.S.

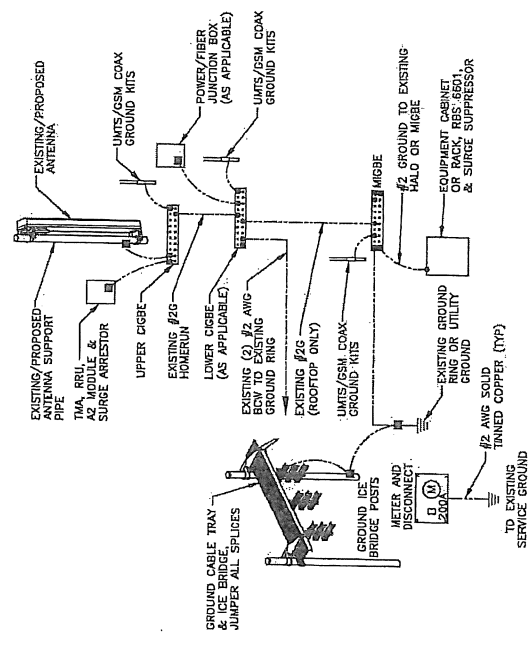


NOTE: 1. COUPLING UP" OR "STACKING" OF CONNECTION IS NOT PERMITTED. 2. OXIDE INHIBITING COMPOUND TO BE USED AT ALL CONNECTIONS. 3. CADWELD DOWNLOADS FROM UPPER EGB, LOWER EGB, AND MGB.

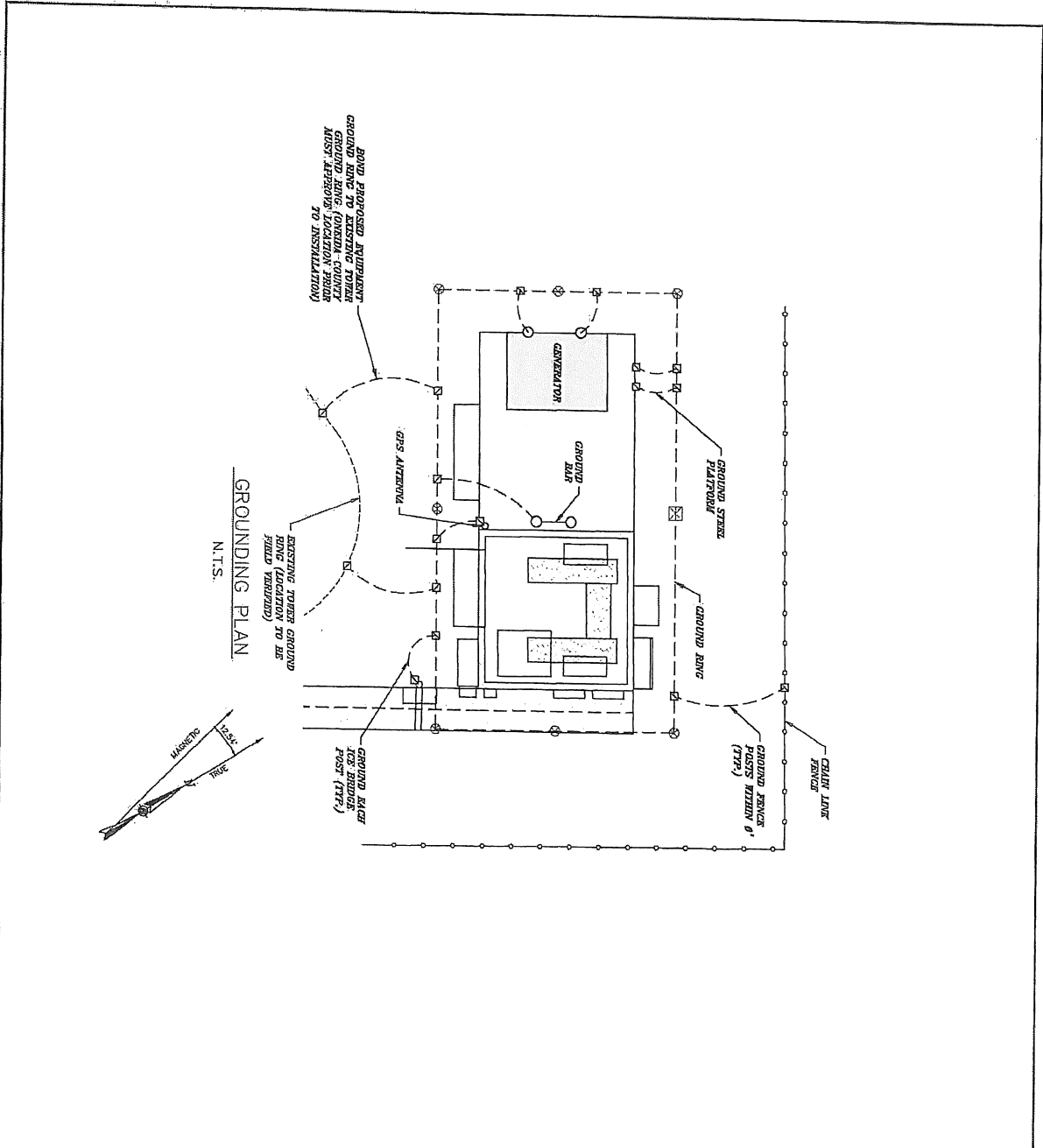
GROUND BAR CONNECTION DETAIL
N.T.S.



GROUND WELL DETAIL
N.T.S.



GROUNDING RISER DIAGRAM
N.T.S.




GROUNDING NOTES


1. ALL GROUND WIRE SHALL BE BARE COPPER #2 AWG UNLESS OTHERWISE NOTED. PROVIDE A STRAIGHT, DOWNWARD PATH TO GROUND WITH GRAVAL BEDS OR GRAVAL SURFACE. GROUND WIRES SHALL NOT BE LOOSED OR BENT AT SHARP ANGLES.
2. ELECTRICAL CONTRACTOR SHALL COORDINATE INSTALLATION OF GROUND RINGS AND GROUND RING WITH FOUNDATION AND UNDERGROUND CONDUIT BY THE MASTER ISOLATION GROUND BAR (MIG) CABINETS SHALL EACH HAVE (2) CONNECTIONS. PROVIDE DEDICATED #2 AWG COPPER GROUND WIRE (TYPICAL FOR FOUR MONITORING PIPES PER SECTION).
3. ANTENNA GROUND KITS SHALL BE FURNISHED AND GROUND WIRE SHALL BE CONNECTED TO THE GROUND SYSTEM WITH EXISTING SITE GROUND SYSTEM.
4. EACH SECTION OF CABLE TRAY, ICE BRIDGE AND ICE BRIDGE SHALL BE CONNECTED TO THE GROUND SYSTEM AT ALL TERMINATIONS AT EQUIPMENT ENCLOSURES, PANELS AND FRAMES OF EQUIPMENT, AND WHERE PANELS OR FRAMES ARE CONNECTED TO EQUIPMENT SHALL BE APPROVED FOR CONNECTION TYPE WITH STAINLESS STEEL SELF-TAPPING SCREWS.
5. GROUNDING SYSTEM SUPPORTS USED TO SUPPORT THE SHALL BE METAL BRACKETS OR SUPPORTS WHICH WOULD USE METAL BRACKETS OR SUPPORTS WHICH WOULD CONDUIT COMPLETE RING AROUND ANY GROUNDING.
6. ALL GROUNDING CONNECTIONS SHALL BE COATED WITH A COPPER SHIELD ANTI-CORROSION AGENT (E.G. DOW CORROSION INHIBITOR) AND SHALL BE IDENTIFIED AS SUCH.
7. ALL BOLTS, WASHERS, AND NUTS USED ON GROUNDING CONNECTIONS SHALL BE STAINLESS STEEL.
8. ALL GROUND BUSHINGS ON ALL METALLIC BUS IN THE PANELBOARD, AND OTHER WITH USE OF OTHER WITH USE OF INSULATED SURFACE MOUNTED GROUND BARS.
9. CONNECTION DETAILS SHALL FOLLOW MANUFACTURER'S CONNECTION DETAILS SHALL FOLLOW MANUFACTURER'S CONNECTION DETAILS SHALL FOLLOW MANUFACTURER'S CONNECTION DETAILS SHALL FOLLOW MANUFACTURER'S.
10. GROUND CONDUIT SHALL BE BOND TO GROUNDING RING.
11. CONCRETE-ENCLOSED ELECTRODES GREATER THAN 30 S.F. OF SURFACE AREA & 1/2" OR GREATER GROUNDING RINGS SHALL BE BOND TO THE GROUNDING RING.
12. ALL GROUND BARS SHALL BE GALVANIZED WITH ANTI-THEFT HARDWARE.

GROUNDING LEGEND

- ☐ EXOTHERMIC TYPE CONNECTION
- COMPRESSION TYPE CONNECTION
- ⊗ 1/2" BOND THREADED COPPER WIRE
- ⊗ 5/8" x 10"-0" COPPER CLAD GROUND ROD
- ⊗ GROUND WELL



at&t
ADAM MOBILITY CORP.
5841 BRIDGE STREET
EAST RUTHERFORD, NJ 07073



CENTERLINE
COMMUNICATIONS
750 WEST GARDEN ST. SUITE 501
WEST BRIDGEWATER, MA 02779
PHONE: 781.713.4125

NO.	DATE	DESCRIPTION
1	12/23/20	CONSTRUCTION REVISION
2	12/23/20	CONSTRUCTION REVISION
3	11/17/20	CONSTRUCTION REVISION
4	09/04/20	ISSUED FOR CONSTRUCTION
0	05/16/20	ISSUED FOR REVIEW

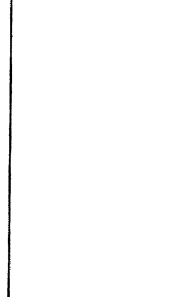
DESIGNED BY: BPC
APPROVED BY: DC

PROJECT TYPE: NSB 2020

SHEET TITLE: GROUNDING PLAN & NOTES

DRAWING #: C-2

REVISION #: 4

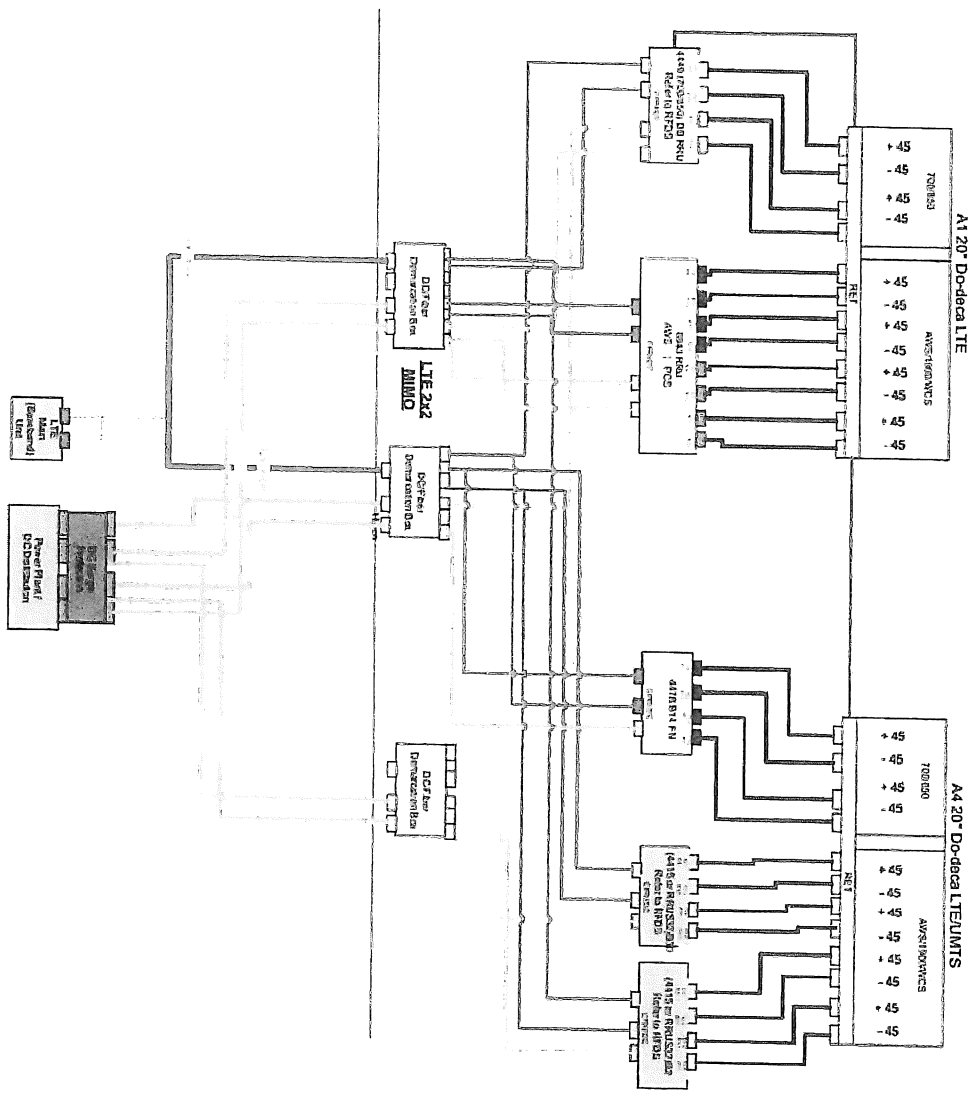


DAVID J. O'REGAN
15449-1
REGISTERED PROFESSIONAL ENGINEER

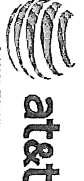
PROJECT ADDRESS: 1555 BURSTONE ROAD, UTICA, NY 13502

CLIENT: ULICA COLLEGE


CONTACT: 15717392



PLUMBING DIAGRAM
N.T.S.



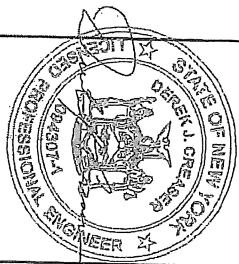
at&t
 844 MOBILITY CORP.
 8441 BRIDGE STREET
 BOST BRIDGE, NY 10557



CENTERLINE
 759 WEST CENTER ST. SUITE 301
 WEST BRIDGEWATER, MA 02776
 PHONE: 781.713.7725

NO.	DATE	DESCRIPTION
1	09/04/20	ISSUED FOR CONSTRUCTION
2	11/13/20	CONSTRUCTION REVISED
3	12/10/20	CONSTRUCTION REVISED
4	12/23/20	CONSTRUCTION REVISED

REVISIONS



SITE NAME: UTICA COLLEGE
 SITE ADDRESS: 1555 BURKSTONE ROAD
 UTICA, NY 13502
 PROJECT NO: NSB 2020
 SHEET TITLE: RF PLUMBING DIAGRAM
 DRAWING # RF-1
 REVISION: 4

EXHIBIT 2

LANDLORD FREQUENCY LIST

FREQUENCIES CURRENTLY IN USE

Public Safety Trunked Radio System (Law Enforcement, Fire, EMS, Emergency Management):

- VHF Band: 151-159 MHz

Fire Paging System:

- VHF Band: 154 MHz

Microwave Data Connectivity System:

- 6 GHz Band

EXHIBIT 3

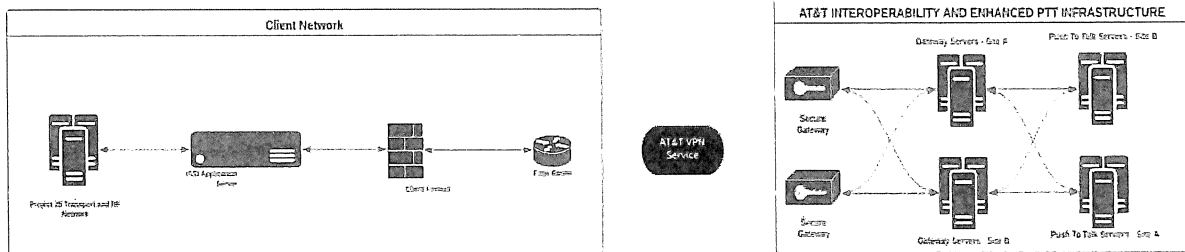
AT&T is providing single license for a Motorola Inter Sub Site Interface (ISSI 8000) that enables a connection between the Onondaga County M Core and AT&T's FirstNet Broadband Network that includes hardware, software, licensing and field implementation services for providing standards based ISSI for integration between the Onondaga Zone 1 Core and the AT&T FirstNet Broadband Network.

The ISSI 8000 subsystem includes a server, the ISSI 8000 application, and firewall. It uses an ISSI link to connect to other ISSI subsystems over a Wide Area Network (WAN), as shown in Figure 1-1. The ISSI link is an Ethernet link which requires a fixed IP address. Public safety agencies who require interconnectivity can select from a variety of last mile and WAN solutions.

Figure 1-1: The proposed network can connect Via ISSI to other networks

ISSI 8000 can be used by The Oneida County Agencies to integrate talkgroups on the Central NY Consortium system to AT&T FirstNet talkgroups extending coverage to anywhere with an AT&T LTE signal.

Figure 1-2 shows the ISSI connection between systems.



AT&T has simplified how LMR and broadband networks interconnect to create a unified communication network. This simple but effective approach enables the LMR administrator the flexibility needed to provide services and coverage based on the needs of its users and not the limitations of their networks.

Quality and assurance of AT&T's EPTT application is more than just another application that runs on a broadband LTE system. AT&T's EPTT is embedded into the network to provide LMR like call setup, priority and advanced features. In addition, broadband cellular LTE systems allow for easy expansion and augmentation of LMR systems. AT&T's LTE technology, experience and partnerships are making it simple and cost effective to integrate a P25 network and broadband services. For the first time, P25 users can integrate with newer technology without having to have an extra device or have it as back up, thus, providing a safer and more efficient operation.

EXHIBIT 4

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 5

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

SAC NAME

SAC FIRM

FIRM ADDRESS

CITY, STATE ZIP

Return to:

AT&T Mobility
2875 Union Road, Ste. 356
Cheektowaga, NY 14227
Attn: Network Real Estate

Re: Cell Site Name: _____
Fixed Asset Number: _____
State: New York
County: _____

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company authorized to do business in the State of New York, having a mailing address of 575 Morosgo Drive, Suite 13-F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 20__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

The County of Oneida

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

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Melissa Semidey Finley
Its: Area Manager, Construction & Engineering
Date: _____

Approved:

Oneida County Attorney

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="text-align: center; border: 1px solid black; padding: 2px;">COUNTY OF ONEIDA</div>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see Instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	Exempt payee code (if any) <u>3</u>
	Exemption from FATCA reporting code (if any) _____
<small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <div style="text-align: center; border: 1px solid black; padding: 2px;">800 PARK AVE</div>	Requester's name and address (optional)
6 City, state, and ZIP code <div style="text-align: center; border: 1px solid black; padding: 2px;">UTICA NY 13501</div>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] [] - [] [] [] []	
or	
Employer identification number	
1 5 - 6 0 0 0 4 6 0	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 9/18/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PROJECT INFORMATION

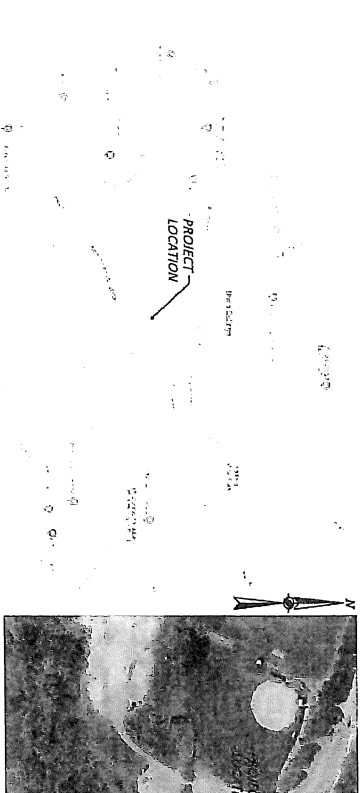
SCOPE OF WORK: TELECOMMUNICATIONS FACILITY UPGRADE (NSB 2020)
 SITE NAME: UTICA COLLEGE
 SITE ID: -
 FA NUMBER: 15173582
 SITE ADDRESS: 1555 BIRBROSTONE ROAD
 UTICA, NY 13502
 ZONING JURISDICTION: NEW YORK STATE DEPARTMENT OF STATE (FOR COUNTY)
 COUNTY: ONEIDA
 NO PARCEL NUMBER ASSIGNED
 TAX MAP ID: -
 ZONING CODE: COLL/D/SELF SUPPORT TOWER
 TYPE OF SITE: 43° 05' 31.71" N (43.09199)
 LONGITUDE: -75° 16' 15.43" W (-75.27095)
 GROUND ELEVATION: 520.0 ± AMSL
 RAD CENTER: 11.4'-0"-E
 TOWER HEIGHT: 185'-8"-E
 GROUND SLOPE: 70 PSF
 ULTIMATE WIND SPEED: 109 MPH
 SEISMIC CLASSIFICATION: B
 IMPORTANCE FACTOR: 1
 BUILDING CLASSIFICATION: B/S-2 (W/C) - U (TOWER)
 CONSTRUCTION TYPE: 2B
 PROPERTY OWNER: ONEIDA COUNTY
 UTICA, NY 13501
 TOWER OWNER: ONEIDA COUNTY DEPARTMENT OF EMERGENCY SERVICES
 UTILITY PROVIDER: NATIONAL GRID
 FIBER PROVIDER: VERIZON
 SCOPE OF WORK:
 (1) 7'-0" COFFER MOUNTS
 (2) ANTENNAS (15) BRUS
 (3) DC SURGE ARRESTORS
 (4) FIBER RIBBONS (1) DC BRIDGE
 (5) FIBER RIBBONS (1) DC BRIDGE
 (6) MC SHIELDER & (1) GENERATOR

PROJECT DIRECTORY

AAE / PROJECT MANAGER: CENTERLINE COMMUNICATIONS
 ANDREW THOMPSON (850) 814-2250
 1000 WEST BIRBROSTONE ROAD
 WEST BIRBROSTONE, VA 02579
 APPLICANT: CENTERLINE COMMUNICATIONS
 1000 WEST BIRBROSTONE ROAD
 WEST BIRBROSTONE, VA 02579
 EAST STRAUSSE, NY 13097
 POWER COMPANY: NATIONAL GRID
 (800) 866-4272
 TOWER OWNER: ONEIDA COUNTY DEPARTMENT OF EMERGENCY SERVICES
 120 BASE ROAD
 ORISKANY, NY 13424
 PHONE: (518)785-2328



FA NUMBER: 15173582
 SITE NAME: UTICA COLLEGE
 PAGE ID: MRNYJ003011
 PROJECT: NSB 2020



VICINITY MAP
 NOT TO SCALE

DIRECTIONS:
 HEAD SOUTHWEST ON BRIDGE ST // MAKE A U-TURN // TURN LEFT ONTO THE INTERSTATE 690 E RAMP TO INTERSTATE 481 // MERGE ONTO I-690 E // USE THE LEFT LANE TO TAKE INTERSTATE 481 N EXIT TOWARD INTERSTATE 90 /THRUWAY // MERGE ONTO I-481 N // TAKE EXIT 6 TO MERGE ONTO I-90 E (TOLL ROAD) // TAKE EXIT 33 FOR I-90 E TOWARD VERBONA/TOWNE (TOLL ROAD) // KEEP RIGHT AT THE FORK AND MERGE ONTO NY-565 N // MERGE ONTO NY-565 E // KEEP RIGHT TO STAY ON HILL RD // AT THE TRAFFIC CIRCLE TAKE THE 2ND EXIT ONTO HILL RD // CONTINUE STRAIGHT TO STAY ON HILL RD // AT THE TRAFFIC CIRCLE TAKE THE 2ND EXIT ONTO HILL RD // AT THE TRAFFIC CIRCLE TAKE THE 1ST EXIT ONTO HANCOCK RD // TURN LEFT TO STAY ON HANCOCK RD

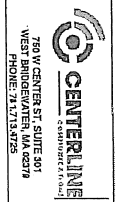
GENERAL NOTES:

1. THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF AT&T. ANY REPLICATION OR USE OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT IS STRICTLY PROHIBITED. REPLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSE OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.
 2. THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSED BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SEWER SERVICE. THE FACILITY IS NOT GOVERNED BY REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.
 3. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE AT&T REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

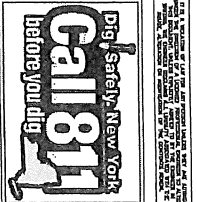
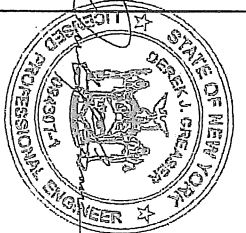
LOCATION MAP
 NOT TO SCALE

DRAWING INDEX

NO.	DESCRIPTION	REV.	DATE
I-1	TITLE SHEET	4	12/23/20
GN-1	GENERAL NOTES	4	12/23/20
SN-1	STRUCTURAL NOTES	4	12/23/20
SN-2	GENERAL NOTES	4	12/23/20
A-1	SITE PLAN	4	12/23/20
A-2	COMPOUND PLAN	4	12/23/20
A-3	EQUIPMENT LAYOUT & ELEVATIONS	4	12/23/20
A-4	ANTENNA LAYOUT & ELEVATIONS	4	12/23/20
A-5	DETAILS	4	12/23/20
A-6	GENERATOR DETAILS	4	12/23/20
A-7	ELECTRICAL NOTES AND ONE-LINE DIAGRAM	4	12/23/20
E-1	VERTICAL CONVERTER LAYOUT	4	12/23/20
G-1	GROUNDING PLAN & NOTES	4	12/23/20
G-2	GROUNDING PLAN & NOTES	4	12/23/20
PL-1	PLUMBING DIAGRAM	4	12/23/20



NO.	DATE	DESCRIPTION
1	12/23/20	CONSTRUCTION REVISED
2	12/23/20	CONSTRUCTION REVISED
3	12/23/20	CONSTRUCTION REVISED
4	12/23/20	CONSTRUCTION REVISED
5	12/23/20	CONSTRUCTION REVISED
6	12/23/20	CONSTRUCTION REVISED
7	12/23/20	CONSTRUCTION REVISED
8	12/23/20	CONSTRUCTION REVISED
9	12/23/20	CONSTRUCTION REVISED
10	12/23/20	CONSTRUCTION REVISED



SHEET TITLE: TITLE SHEET
 DRAWING #: T-1
 REVISION: 4

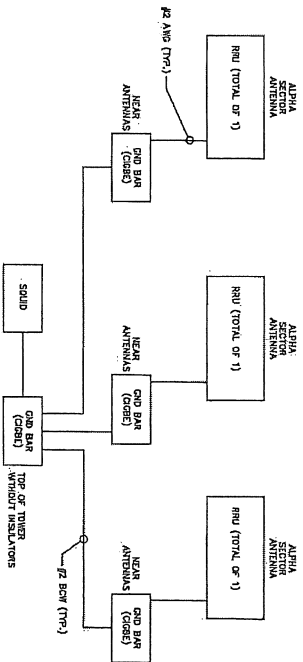
GROUNDING NOTES

1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND DETERMINE PROTECTION STRIPS (AS DESIGNED AND INSTALLED FOR THE FACILITY) SHALL BE REMOVED FROM THE FACILITY. THE SITE-SPECIFIC UL 191, OR NEPA LAMING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELLURIA AND TN GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVISE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND EXPOSURE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LAMING PROTECTION, AND AC POWER EESS) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDED CONDUCTORS IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL TERMINAL TEST (PER IEC 1100 AND 81) FOR EACH GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL PURSUE AND INSTALL SUPERTEMPERAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
4. METAL RECEIVING SHALL NOT BE USED AS THE NEGATIVE GROUNDING SYSTEM. THE NEGATIVE GROUNDING COPPER CONDUCTORS WITH GREEN INSULATION, INSTALLED WITH THE POWER CIRCUITS TO THE EQUIPMENT.
5. EACH EMB CASHEIT FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPERTEMPERAL EQUIPMENT GROUND WIRE, 6 AWG COPPER STRANDED WIRE FOR INDOOR USE, 2 AWG STRANDED COPPER FOR OUTDOOR USE.
6. POTENTIAL VENTS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
7. APPROVED AIRTIGHT CONTAINS (IE CONDENSING REFRIGERATION) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
8. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXTERNALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, TRAYS AND SPRINGS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
11. METAL CONDUIT SHALL BE MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH 6 AWG COPPER WIRE OR APPROVED GROUNDING TYPE CONDUIT CLAMPS.
12. ALL NEW STRUCTURES WITH A FOUNDATION AND/OR FOOTING HAVING 20 FT. OR MORE OF 1/2 IN. OR GREATER DIAMETER SHALL BE GROUNDING TO THE GROUND RING BY ELECTRICALLY CONDUCTIVE REINFORCING STEEL BARS WITH CONNECTIONS USING #2 AWG SOLID BARE TINNED COPPER GROUND WIRE, PER NEC 250.50.

CABLE COLOR CODING AND IDENTIFICATION NOTES

1. SECTOR ORIENTATION/NUMBER WITH VIEW FROM REGION TO REGION AND IS SITE SPECIFIC. REFER TO RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND ORIENTATION OF EACH TOWER SECTOR TAGS.
 2. THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE EXCEPT IN LOCATIONS WHERE ENVIRONMENTAL CONDITIONS CAUSE PHYSICAL DAMAGE. THE PHYSICAL TAGS ARE FURNISHED.
 3. THE STANDARD IS BASED ON 8 COLORED TAPE: RED, BLUE, GREEN, YELLOW, BROWN, WHITE, AND VIOLET. THESE TAPE MUST BE 3/4" WIDE & ON RESISTANT STOCK AS SPECIFIED. ELECTRICAL CABLE COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR SUBCONTRACTOR ON SITE.
 4. USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON CABLE MARKING TABLE.
 5. WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN GSM/2G AND IS-136/TDMA IS ENCOUNTERED, THE SUBCONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING AND TAGGING STANDARD THAT IS OBTAINED IN THE CURRENT VERSION OF IS-136/TDMA. IN THE ABSENCE OF AN EXISTING COLOR CODING AND TAGGING SCHEME, OR WHEN INSTALLING PROPOSED COAXIAL CABLES, THE COAXIAL CABLE SHALL BE IDENTIFIED AT THE SITE INDEPENDENT OF TECHNOLOGY.
 6. ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE INSTALLED USING A MINIMUM OF 3 WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED ON IT, AS TO AVOID UNWINDING.
 7. ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE, AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
 8. ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE TO SIDE.
 9. IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE GSM TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.
- CABLE MARKING TAGS**
- WHEN USING THE ALTERNATIVE LABELING METHOD, EACH RF CABLE SHALL BE IDENTIFIED WITH A METAL ID TAG MADE OF STAINLESS STEEL OR BRASS. THE TAG SHALL BE 1/2" IN DIAMETER WITH A HOLE IN THE CENTER. THE TAGS SHOULD BE ATTACHED TO THE CABLE WITH A CORROSION PROOF WIRE AROUND THE CABLE AT THE LOCATION AS DEFINED ABOVE. THE TAG SHOULD BE LABELED AS SHOWN ON THE GSM AND TDMA LINE TAG DETAIL.

CABLE MARKING IDENTIFICATION TABLE	
NO.	LOCATIONS
①	EACH TOP JUMPER SHALL BE COLOR CODED WITH 1 SET OF 3" WIDE BANDS
②	EACH MAIN COAX SHALL BE COLORED RED WITH 1 SET OF 3" WIDE BANDS. THE COAXIAL CABLE SHALL BE IDENTIFIED BY ENTERING THE TRIS FOR THE TRANSMITTER BUILDING
③	CABLE ENTRY POINT ON THE INTERIOR OF THE SECTOR
④	ALL BOTTOM JUMPERS SHALL BE COLORED WITH 1 SET OF 3/4" WIDE BANDS ON EACH END

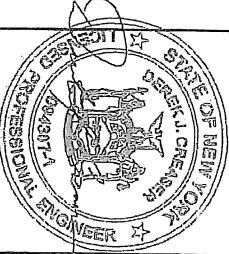


SCHEMATIC DIAGRAM GROUNDING SYSTEM
N.T.S.

at&t
 481 HUNTERY CORP.
 5841 BRIDGE STREET
 EAST STRONG, NY 10957

CENTERLINE
 COMMUNICATIONS
 750 WEST CENTER ST. SUITE 801
 WEST BROOKFIELD, MA 02780
 PHONE: 817.712.4728

NO.	DATE	DESCRIPTION	APPROVED BY
1	12/23/20	CONSTRUCTION REVISION	BPC
2	12/17/20	CONSTRUCTION REVISION	DC
3	11/17/20	ISSUED FOR CONSTRUCTION	
4	06/18/20	ISSUED FOR REVIEW	



SITE NAME: UTLCA COLLEGE FA NUMBER: 15175982 SITE ADDRESS: 1345 BURKESTONE ROAD UTLCA, NY 13502 PROJECT TYPE: NSB 2020	
SHEET TITLE: GENERAL NOTES DRAWING # GN-2 INVISION: 4	

STRUCTURAL NOTES:

- DESIGN REQUIREMENTS ARE PER STATE BUILDING CODE AND APPLICABLE SUPPLEMENTS, INTERNATIONAL BUILDING CODE, EM/VI-222-G STRUCTURAL STANDARDS FOR STEEL, ANTIMONY TOWERS AND SIMILAR SUPPORTING STRUCTURES.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER OF RECORD.
- DESIGN AND CONSTRUCTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
- STRUCTURAL STEEL SHALL CONFORM TO ASTM A992 (F_y=50 ksi), MISCELLANEOUS STEEL SHALL CONFORM TO ASTM A575 UNLESS OTHERWISE INDICATED.
- STEEL PIPE SHALL CONFORM TO ASTM A500 "COLD-FORMED WELDED & SEAMLESS CARBON ZINC-COATED WELDED AND SEAMLESS TYPE E, OR S, GRADE B; PIPE SECS INDICATED ARE NOMINAL ACTUAL OUTSIDE DIMENSIONS IN UNITS".
- STRUCTURAL CONNECTION BOLTS SHALL BE HIGH STRENGTH BOLTS (BEARING TYPE) AND CONFORM TO ASTM A325 TYPE-X HIGH STRENGTH BOLTS FOR STRUCTURAL JOINTS, INCLUDING SQUARE NUTS AND PLAIN HARDENED WASHERS. ALL BOLTS SHALL BE 3/4" DIA UNLESS NOTED.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A153 ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS. UNLESS OTHERWISE NOTED.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE. UNLESS OTHERWISE NOTED.
- FIELD WELDS, DRILL HOLES, SAW CUTS AND ALL DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED WITH AN ORGANIC ZINC REPAIR PAINT MEETING THE REQUIREMENTS OF ASTM A780. ALL REPAIRS SHALL BE APPROVED BY THE REGISTERED DESIGN PROFESSIONAL. GALVANIZING REPAIR PAINT SHALL BE NOT LESS THAN 4 COATS (ALLOW TIME TO DRY BETWEEN COATS) WITH A RESULTING COATING THICKNESS REQUIRED BY ASTM A153 OR A153 AS APPLICABLE.
- CONTRACTOR SHALL COMPLY WITH AISC CODE FOR PROCEDURES, APPEARANCE AND QUALITY OF WELDS, AND FOR METHODS USED IN CORRECTING WELDING. ALL WELDERS AND WELDING PROCESSORS SHALL BE QUALIFIED IN ACCORDANCE WITH AISC STAMPED QUALIFICATION PROCEDURES. WELDING SHALL BE PERFORMED BY LET WELDERS WHOSE WELDING QUALIFICATION RECORDS AND WELDING SAMPLES OF WELDS SHALL BE ON FILE WITH THE REGISTERED DESIGN PROFESSIONAL. WELDED JOINTS SHALL BE WELDED TO THE MINIMUM SIZE PER TABLE U2.4 IN THE AISC "STEEL CONSTRUCTION MANUAL," 14TH EDITION.
- INCORRECTLY FABRICATED, DAMAGED OR OTHERWISE DEFICIENT OR NON-CORRESPONDING WELDS SHALL BE REPAIRED OR REWELDED. THE CORRECTION SHALL BE APPROVED PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE CONSTRUCTION MANAGER APPROVAL.
- UNRESTRICTED SHALL BE FORMED STEEL CHANNEL, STRUT FRAMING AS MANUFACTURED BY UNISTRUT CORR., VANNE, MI OR EQUAL. STRUT MEMBERS SHALL BE 1 5/8" X 5/8" X 12GA, UNLESS OTHERWISE NOTED, AND SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
- EROSY ANCHOR ASSEMBLY SHALL CONSIST OF STAINLESS STEEL ANCHOR ROD WITH NUTS & WASHERS, AN INTERNALLY THREADED INSERT, A SCREEN TUBE AND A EROSY ADHESIVE. THE ANCHORING SYSTEM SHALL BE THE HLT-HIT HY-270 AND OR HY-200 SYSTEMS (AS SPECIFIED IN DWG.) OR ENGINEERS APPROVED EQUAL.
- EXPANSION BOLTS SHALL CONFORM TO FEDERAL SPECIFICATION FF-S-325, GROUP I, TYPE 4, CLASS 1, PLT1 NUT BOLT III OR APPROVED EQUAL. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- LUMBER SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF WOOD CONSTRUCTION AND THE NATIONAL FOREST PRODUCTS ASSOCIATION'S NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION. ALL LUMBER SHALL BE PRESSURE TREATED AND SHALL BE STRUCTURAL GRADE NO. 2 OR BETTER.
- WHERE ROOF PENETRATIONS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT AND COORDINATE RELATED WORK WITH THE BUILDING OWNER AND THE VISITING ROOF INSTALLER WORKMAN. ROOF SHALL BE WATERPROOF.
- ALL REFERENCED MEMBERS USED ARE AS MANUFACTURED BY STRONGWELL COMPANY OF BRISTOL, VA 22020. ALL DESIGN CRITERIA FOR THESE MEMBERS IS BASED ON INFORMATION PROVIDED BY THE MANUFACTURER. ALL REQUIREMENTS PUBLISHED IN SDO MANUAL MUST BE STRICTLY ADHERED TO.
- NO MEMBERS TO BE ORDERED AND NO WORK TO BE COMPLETED UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED IN WRITING.
- SUBCONTRACTOR SHALL FIREPROOF ALL STEEL TO PRE-EXISTING CONDITIONS.

SPECIAL INSPECTIONS (REFERENCE IBC CHAPTER 17):

GENERAL: WHERE APPLICATION IS MADE FOR CONSTRUCTION, THE OWNER OR THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE ACTING AS THE OWNER'S AGENT SHALL EMPLOY ONE OR MORE APPROVED AGENCIES TO PERFORM INSPECTIONS DURING CONSTRUCTION ON THE TYPES OF WORK LISTED IN THE INSPECTION CHECKLIST ABOVE. THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE AND ENGINEERS OF RECORD INVOLVED IN THE DESIGN OF THE PROJECT ARE PERMITTED TO ACT AS THE APPROVED AGENCY AND THEIR PERSONNEL ARE PERMITTED TO ACT AS THE SPECIAL INSPECTOR FOR THE WORK DESIGNED BY THEM, PROVIDED THOSE PERSONNEL MEET THE QUALIFICATION REQUIREMENTS.

STATEMENT OF SPECIAL INSPECTIONS: THE APPLICANT SHALL SUBMIT A STATEMENT OF SPECIAL INSPECTIONS PREPARED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE IN ACCORDANCE WITH SECTION 1705.1 AS A CONDITION FOR ISSUANCE. THIS STATEMENT SHALL BE IN ACCORDANCE WITH SECTION 1705.

REPORT REQUIREMENTS: SPECIAL INSPECTIONS SHALL KEEP RECORDS OF INSPECTIONS. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. REPORTS SHALL INDICATE THE WORK INSPECTED WAS OR WAS NOT COMPLETED IN ACCORDANCE WITH THE DESIGN AND SHALL BE SUBMITTED TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. THE ATTENTION OF THE CONTRACTOR FOR CORRECTION, IF THEY ARE NOT CORRECTED, THE DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL, AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS SHALL BE SUBMITTED.

SPECIAL INSPECTION CHECKLIST

CONSTRUCTION/INSTALLATION AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
N/A	ENGINEER OF RECORD APPROVED
N/A	NATIONAL SPECIFICATIONS
N/A	FABRICATOR MADE INSPECTION
N/A	PAZING SURF'S
DURING CONSTRUCTION	
CONSTRUCTION/INSTALLATION AND TESTING REQUIRED (RECORDED)	REPORT ITEM
N/A	STEEL INSPECTIONS
N/A	HIGH STRENGTH WELD INSPECTIONS
N/A	HIGH WIND ZONE INSPECTIONS *
REQUIRED	CONCRETE COMP. STRENGTH
REQUIRED	POST INSTALLED ANCHOR VERIFICATION
N/A	DRIFT VERIFICATION
N/A	DEFERRED WELD INSPECTION
N/A	EMBEDDING LIFT AND DENIST
N/A	ON SITE COLD GALVANIZING VERIFICATION
N/A	DOT WIRE TENSION REPORT
AFTER CONSTRUCTION	
CONSTRUCTION/INSTALLATION AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD)	REPORT ITEM
REQUIRED	INSPECTION REPORTING REQUIRE
N/A	ON RECORD DRAWING * CHECK
REQUIRED	PULL-OUT TESTING
REQUIRED	PHOTOGRAPHS
ADDITIONAL TESTING AND INSPECTIONS:	

NOTES:

- PROVIDED FOR NEW SHOP FABRICATED FRP OR STEEL BOLTS OR STEEL ANCHORS, CONTRACTOR, PROOF OF MATERIALS.
- HIGH WIND ZONE INSPECTION CARB 120WHI OR CAR CD 110WHI INSPECT REMAINE OF WALLS, ANCHORING.
- ADHESIVE FOR REBAR AND ANCHORS SHALL HAVE BEEN TESTED IN ACCORDANCE WITH AC 308.4 AND ICC-ES APPLICATIONS. DESIGN ADHESIVE BOND STRENGTH HAS BEEN BASED ON AC 308.4 THERMALURE CATEGORY B CHANGE BIT INTO CEMENTED CONCRETE THAT HAS CURED FOR AT LEAST 21 DAYS. ADHESIVE ANCHORS REQUIRING CERTIFIED INSTALLATIONS FOR REBAR SHALL BE PERFORMED BY 318-11.02.22 INSTALLATIONS REQUIRING CERTIFIED INSTALLATIONS SHALL BE INSPECTED PER AC 318-11.02.22. THIS TABLE SHALL BE REVIEWED PER AC 318-11.02.22.

NOTES:

- ALL CONCRECTIONS TO BE SHOP WELDED & FIELD BOLTED USING 3/4" X 422-X BOLTS UNLESS OTHERWISE NOTED.
- SHOP DRAWING ENGINEER REVIEW & APPROVAL REQUIRED PRIOR TO STEEL FABRICATION.
- VERIFICATION OF EXISTING ROOF CONSTRUCTION IS REQUIRED FOR ALL EXISTING ROOF SUPPORT STRUCTURE CONDITIONS IN ORDER TO MOVE FORWARD. ALL SUPPORT COLUMNS TO BE CENTRALLY LOADED OVER THE EXISTING BUILDING COLUMNS.
- EXISTING BRICK MASONRY COLUMNS/BEARING TO BE SUPPORT POINTS. ENGINEER OF RECORD TO REVIEW AND APPROVE.



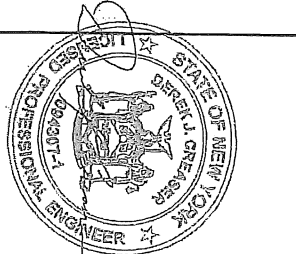
451 MOBILITY CORP.
644 BRUCE STREET
EAST BROOKFIELD, NY 10857



760 WEST CENTER ST. SUITE 301
WEST BROOKFIELD, MA 02791
PHONE: 861.719.4725

NO.	DATE	DESCRIPTION
4	12/23/20	CONSTRUCTION REVISED
3	12/02/20	CONSTRUCTION REVISED
2	11/12/20	CONSTRUCTION REVISED
1	09/08/20	ISSUED FOR CONSTRUCTION
0	09/16/20	ISSUED FOR REVIEW

DESIGNED BY: BPC
APPROVED BY: DC

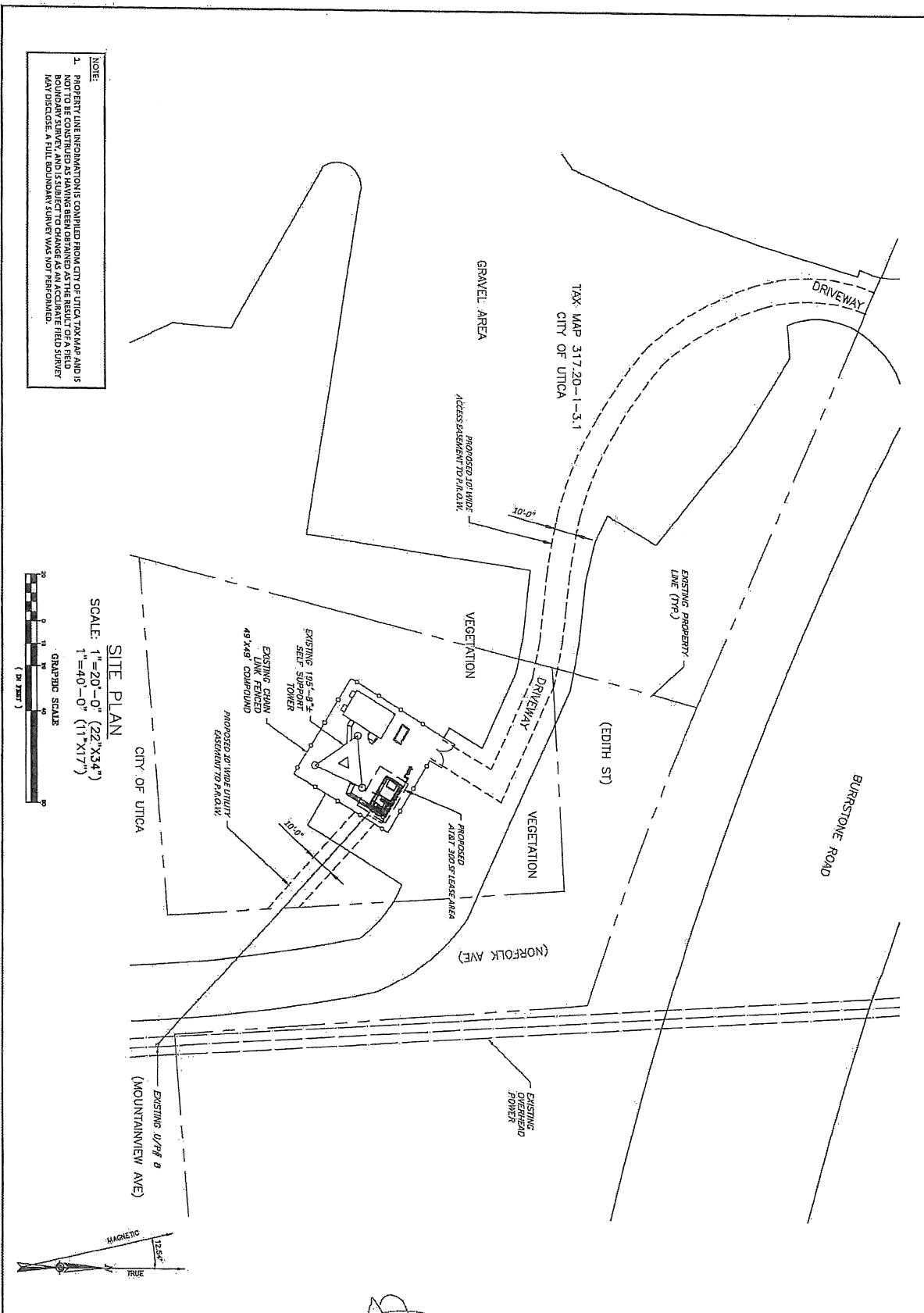


SHEET TITLE: STRUCTURAL NOTES
DRAWING #: SN-1
REVISION: 4

PROJECT TITLE: NSB 2020

SITE NUMBER: 15172582
SITE ADDRESS: 1555 BURSTONE ROAD
UTICA, NY 13502

SITE NAME: UTICA COLLEGE



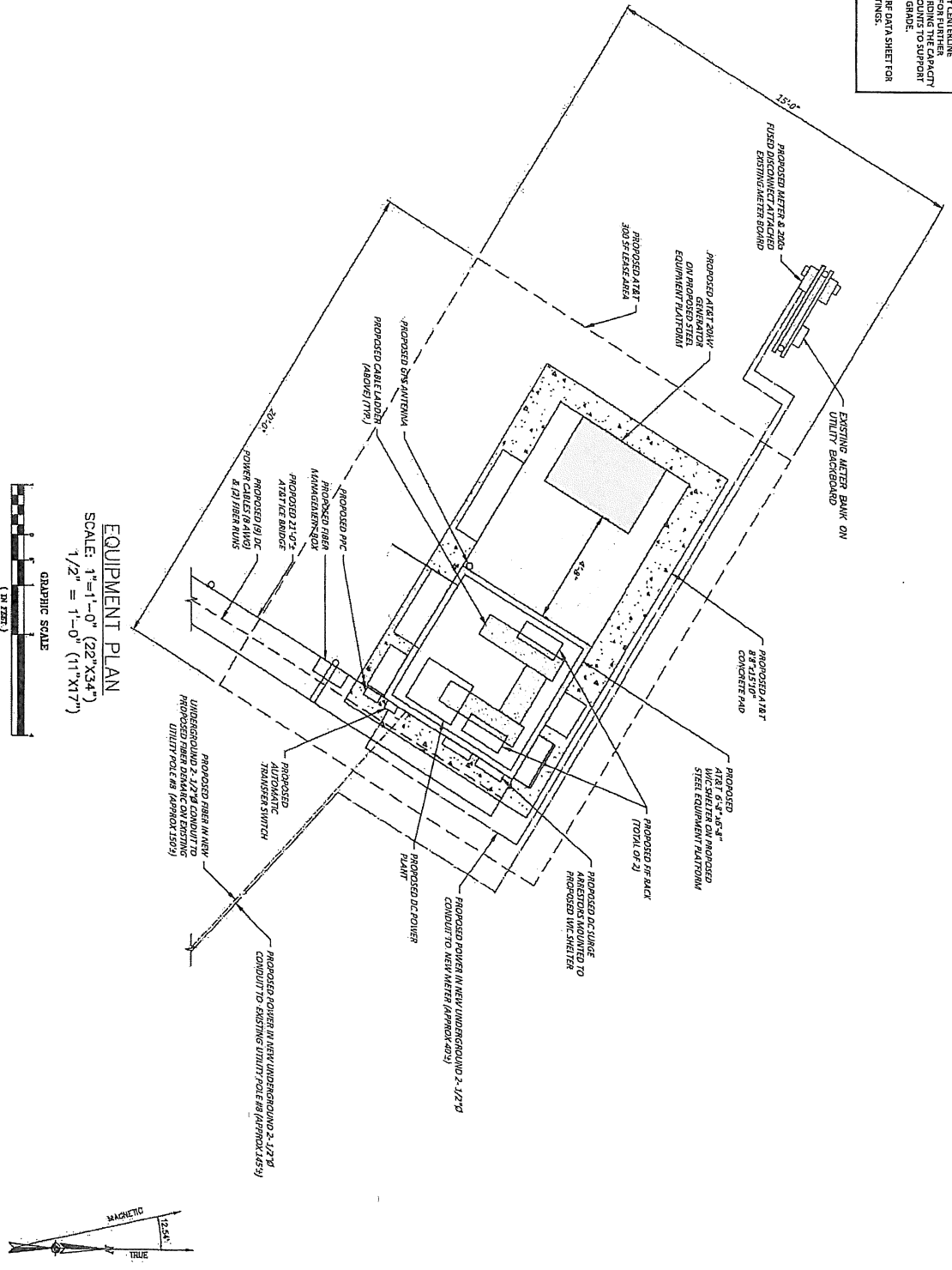
NOTE:
 1. PROPERTY LINE INFORMATION IS COMPILED FROM CITY OF UTICA TAX MAP AND IS NOT TO BE CONSTRUED AS HAVING BEEN OBTAINED AS THE RESULT OF A FIELD SURVEY. ANY CHANGES TO THIS INFORMATION SHALL BE THE RESPONSIBILITY OF THE CLIENT.

SITE PLAN
 SCALE: 1"=20'-0" (22"X34")
 1"=40'-0" (11"X17")
 GRAPHIC SCALE
 (IN FEET)

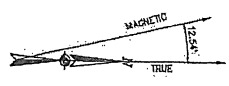


 AMMOBILITY CORP. 6841 BRIDGE STREET EAST SYRACUSE, NY 13227 PHONE: 716.734.0725		 CENTERLINE 765 WEST CENTER ST., SUITE 301 WEST BIRDEMATER, MA 02576 PHONE: 716.734.0725																
<table border="1"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>11/23/20 CONSTRUCTION REVISED</td> </tr> <tr> <td>3</td> <td>11/20/20 CONSTRUCTION REVISED</td> </tr> <tr> <td>2</td> <td>11/17/20 CONSTRUCTION REVISED</td> </tr> <tr> <td>1</td> <td>09/29/20 ISSUED FOR CONSTRUCTION</td> </tr> <tr> <td>0</td> <td>06/15/20 ISSUED FOR REVIEW</td> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </tbody> </table>				REVISIONS		4	11/23/20 CONSTRUCTION REVISED	3	11/20/20 CONSTRUCTION REVISED	2	11/17/20 CONSTRUCTION REVISED	1	09/29/20 ISSUED FOR CONSTRUCTION	0	06/15/20 ISSUED FOR REVIEW	NO.	DATE	DESCRIPTION
REVISIONS																		
4	11/23/20 CONSTRUCTION REVISED																	
3	11/20/20 CONSTRUCTION REVISED																	
2	11/17/20 CONSTRUCTION REVISED																	
1	09/29/20 ISSUED FOR CONSTRUCTION																	
0	06/15/20 ISSUED FOR REVIEW																	
NO.	DATE	DESCRIPTION																
DESIGNED BY: BPC	APPROVED BY: DC																	
SITE NAME: UTICA COLLEGE #7 NUMBER: 15173592 SITE ADDRESS: 1555 BURRSTONE ROAD UTICA, NY 13502 PROJECT TYPE: NSR 2020		SHEET TITLE: SITE PLAN DRAWING # A-1 REVISION: 4																

- NOTES:**
1. REFER TO THE LATEST STRUCTURAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION REGARDING THE CAPACITY OF THE ANTENNA MOUNTS TO SUPPORT THE EQUIPMENT OVERBUND.
 2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.



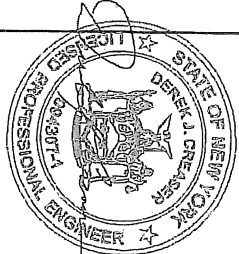
EQUIPMENT PLAN
 SCALE: 1"=1'-0" (22'X34")
 1/2" = 1'-0" (11"X17")



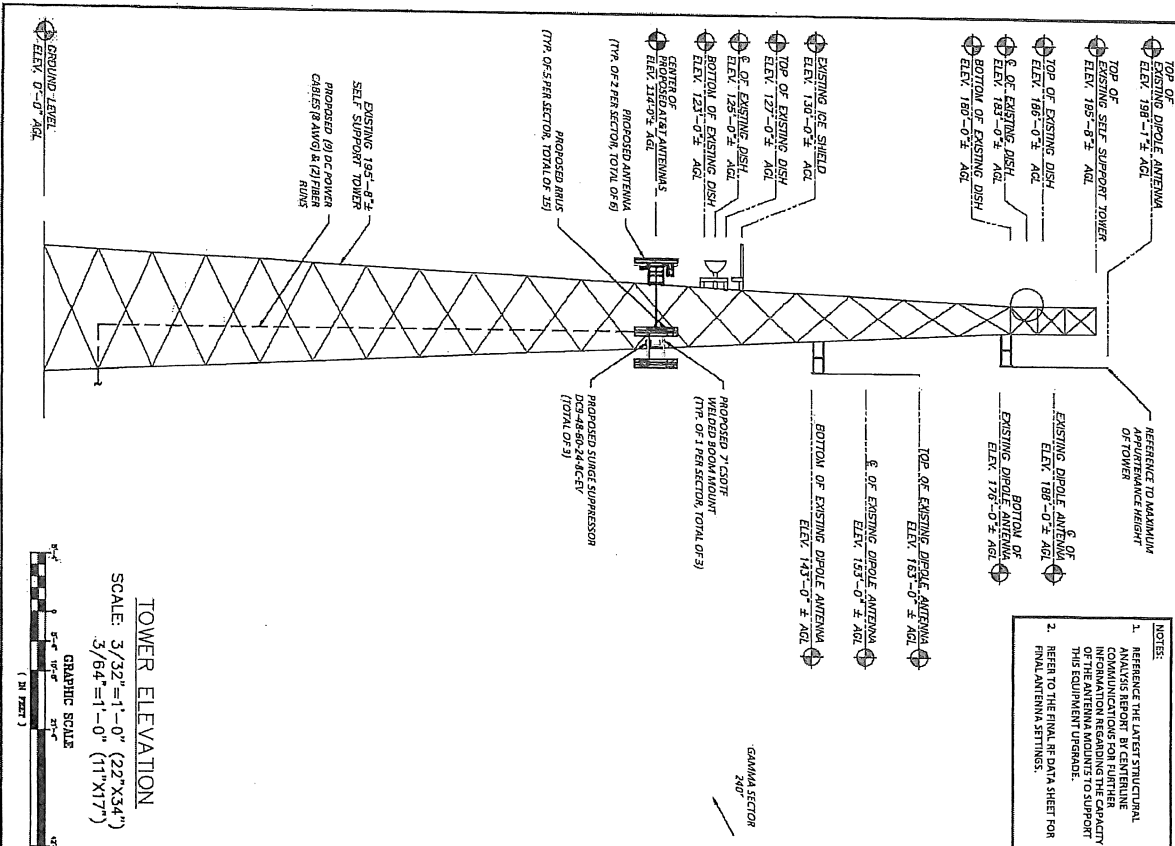
at&t
 441 MOBILITY CORP.
 6441 BRIDGE STREET
 EAST SYRACUSE, NY 13207

CENTERLINE COMMUNICATIONS
 760 WEST CENTER ST. SUITE 301
 WEST BRIDGEWATER, MA 02390
 PHONE: 781.773.4725

REVISIONS	
4	12/29/20 CONSTRUCTION REVISED
3	12/10/20 CONSTRUCTION REVISED
2	11/12/20 CONSTRUCTION REVISED
1	09/09/20 ISSUED FOR CONSTRUCTION
0	06/18/20 ISSUED FOR REVIEW
NO. DATE	DESCRIPTION
DESIGNED BY:	BPC
APPROVED BY:	DC

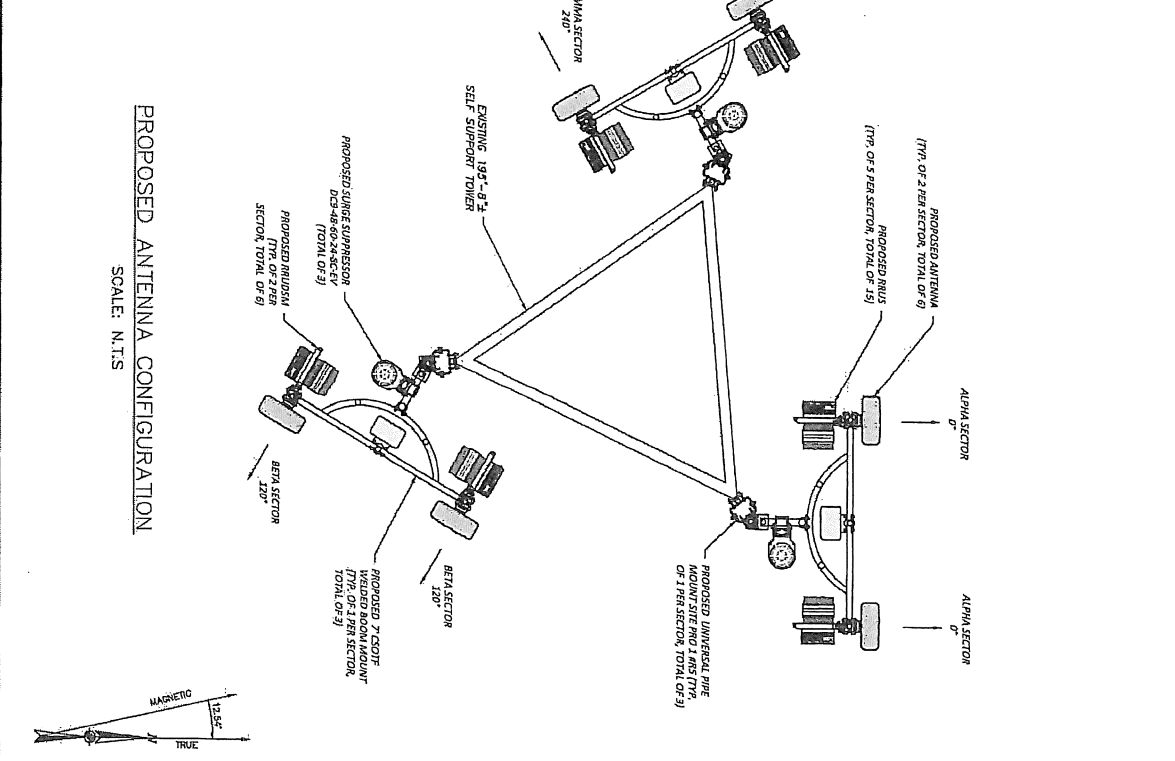
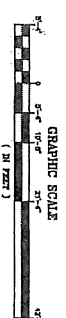


<small>THIS DOCUMENT IS THE PROPERTY OF AT&T. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AT&T. THE USER OF THIS DOCUMENT AGREES TO HOLD AT&T HARMLESS FROM AND AGAINST ALL SUCH REPRODUCTION, COPIING, OR TRANSMISSION.</small>	
SITE NAME:	UNICA COLLEGE
TA NUMBER:	15173592
SITE ADDRESS:	1555 BURNSTONE ROAD UNICA, NY 13502
PROJECT TYPE:	NSI 2020
SHEET TITLE:	EQUIPMENT PLAN
DRAWING #:	A-3
REVISION #:	4



- NOTES:
1. REFER TO THE LATEST STRUCTURAL ANALYSIS REPORT BY CENTERLINE COMMUNICATIONS FOR FURTHER INFORMATION REGARDING THE CAPACITY OF THE ANTENNA MOUNTS TO SUPPORT THIS EQUIPMENT UPGRADE.
 2. REFER TO THE FINAL RPT DATA SHEET FOR FINAL ANTENNA SETTINGS.

TOWER ELEVATION
SCALE: 3/32"=1'-0" (22"x34")
3/64"=1'-0" (11"x17")



PROPOSED ANTENNA CONFIGURATION
SCALE: N.T.S.

441 MOBILITY CORP.
5411 BRIDGE STREET
EAST SYRACUSE, NY 13057

710 WEST CENTER ST. SUITE 201
WEST BIDDINGWATER, MA 02278
PHONE: 781.713.1728

NO.	DATE	DESCRIPTION
4	12/23/20	CONSTRUCTION REVISED
3	12/10/20	CONSTRUCTION REVISED
2	11/12/20	CONSTRUCTION REVISED
1	09/08/20	ISSUED FOR CONSTRUCTION
0	06/18/20	ISSUED FOR REVIEW

DESIGNED BY: BPC
APPROVED BY: DC

SITE NAME:	UNICA COLLEGE
TA NUMBER:	15171582
SITE ADDRESS:	1555 BURSTON ROAD UNICA, NY 13022
PROJECT TYPE:	NSR 2020

SHEET TITLE: ANTENNA LAYOUT & ELEVATIONS
DRAWING #: A-4
REVISION: 4

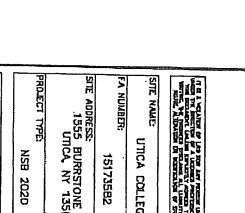
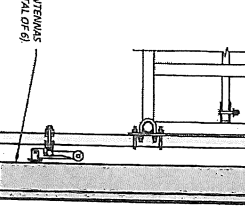
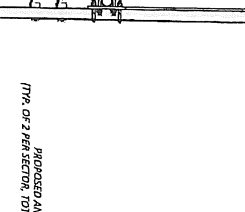
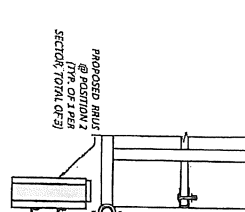
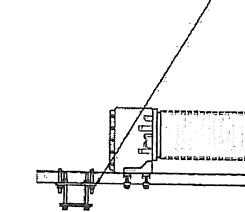
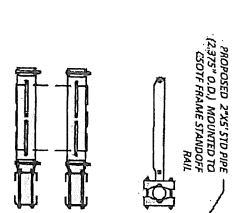
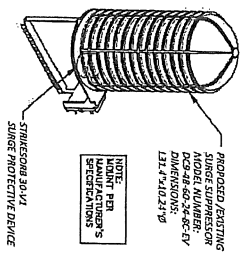
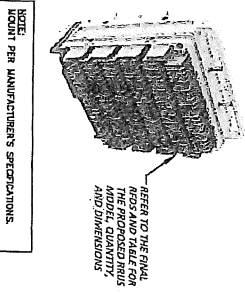
ANTENNA SCHEDULE

SECTOR	EXISTING/ PROPOSED	BAND	ANTENNA	SIZE (INCHES) (L x W x D)	ANTENNA HEIGHT	AZIMUTH	TWA/ DIRECTION	RRU	SIZE (INCHES) (L x W x D)	FEEDER	RAYCAP
A1	PROPOSED	-	NNH4-05C-R0N17	96.0X20.0X0.0	211.4'	0°	-	(P) (1) 4449 B5/12 RRUS (P) (1) 8849 B2/800A RRUS	10.0x15.0x10.0 15.0x15.0x11.0	(P) (9) DC POWER & (1) FIBER	-
A2	-	-	-	-	-	-	-	-	-	-	-
A3	-	-	-	-	-	-	-	-	-	-	-
A4	PROPOSED	-	NNH4-05C-R0N17	96.0X20.0X0.0	211.4'	0°	-	(P) (1) 4478 B14 RRUS (P) (1) 4415 B20 RRUS (P) (1) 4415 B25 RRUS	17.0x15.0x8.0 15.0x15.0x8.0 15.0x15.0x8.0	-	(P) (1) RAYCAP DC
B1	PROPOSED	-	NNH4-05C-R0N17	96.0X20.0X0.0	211.4'	120°	-	(P) (1) 4449 B5/12 RRUS (P) (1) 8849 B2/800A RRUS	10.0x15.0x10.0 15.0x15.0x11.0	(P) (9) DC POWER & (1) FIBER	-
B2	-	-	-	-	-	-	-	-	-	-	-
B3	-	-	-	-	-	-	-	-	-	-	-
B4	PROPOSED	-	NNH4-05C-R0N17	96.0X20.0X0.0	211.4'	180°	-	(P) (1) 4478 B14 RRUS (P) (1) 4415 B20 RRUS (P) (1) 4415 B25 RRUS	17.0x15.0x8.0 15.0x15.0x8.0 15.0x15.0x8.0	-	(P) (1) RAYCAP DC
C1	PROPOSED	-	NNH4-05C-R0N17	96.0X20.0X0.0	211.4'	240°	-	(P) (1) 4449 B5/12 RRUS (P) (1) 8849 B2/800A RRUS	10.0x15.0x10.0 15.0x15.0x11.0	(P) (9) DC POWER	-
C2	-	-	-	-	-	-	-	-	-	-	-
C3	-	-	-	-	-	-	-	-	-	-	-
C4	PROPOSED	-	NNH4-05C-R0N17	96.0X20.0X0.0	211.4'	240°	-	(P) (1) 4478 B14 RRUS (P) (1) 4415 B20 RRUS (P) (1) 4415 B25 RRUS	17.0x15.0x8.0 15.0x15.0x8.0 15.0x15.0x8.0	-	(P) (1) RAYCAP DC

RRU CHART

QUANTITY	MODEL	L	W	D
3(P)	4478 B14 RRUS	18.1"	13.4"	8.3"
3(P)	4449 B5/B12 RRUS	15.0"	13.8"	10.4"
3(P)	4415 B25 RRUS	10.5"	13.4"	5.0"
3(P)	4415 B20 RRUS	10.5"	13.4"	5.0"
3(P)	8849 B2/800A RRUS	14.0"	13.2"	10.9"

NOTES:
1. REFER TO THE LATEST STRUCTURAL ANALYSIS REPORT BY CERTIFIED COMMUNICATIONS ENGINEER FOR FURTHER INFORMATION REGARDING THE CAPACITY OF THIS EQUIPMENT UPGRADE.
2. REFER TO THE FINAL RF DATA SHEET FOR FINAL ANTENNA SETTINGS.



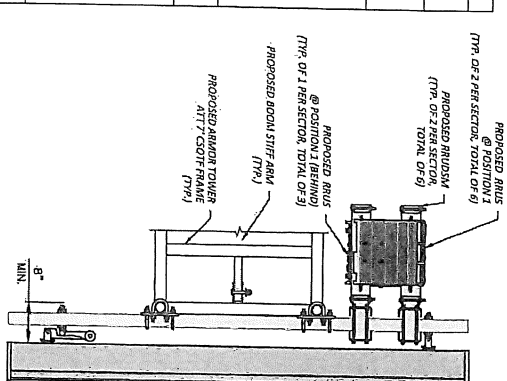
RRUS DETAIL
N.T.S.

DC SURGE SUPPRESSOR DETAIL
N.T.S.

BACK TO BACK RRU MOUNT DETAIL
N.T.S.

SURGE ARRESTOR MOUNTING DETAIL
N.T.S.

ANTENNA & RRU MOUNTING DETAIL
N.T.S.



ANTENNA & RRU MOUNTING DETAIL
N.T.S.

at&t
441 HOLLIDAY CORP.
644 BROADWAY
EAST SYRACUSE, NY 13272

CENTERLINE
COMMUNICATIONS
700 WEST CENTERS ST. SUITE 301
WEST BIRDSHEADWAYEN, MA 02072
PHONE: 781.314.4725

DESIGNED BY: BPC APPROVED BY: DC

STATE OF NEW YORK
DEPT. OF STATE
JAMES J. GREGG
REGISTERED PROFESSIONAL ENGINEER
No. 09017-A

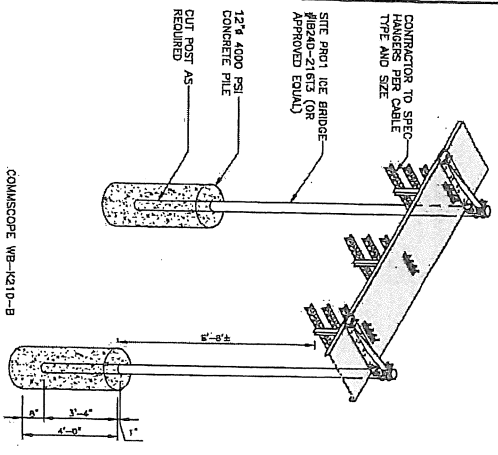
SHEET TITLE: DETAILS
DRAWING #: A-5
REVISION: 4

PROJECT TYPE: NSR 2020

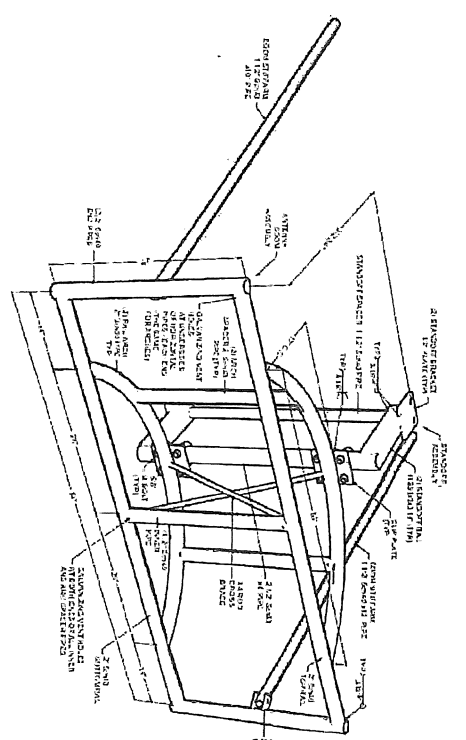
CLIENT: UTLCA COLLEGE

FA NUMBER: 15171592

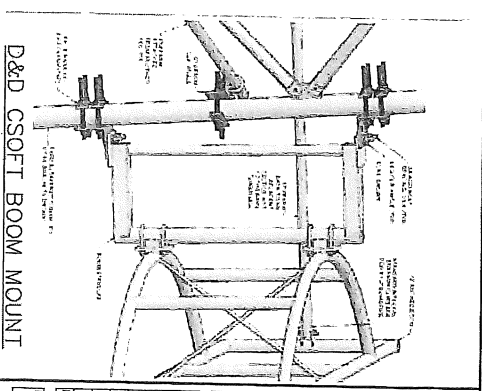
SITE ADDRESS: 1355 BURRSTONE ROAD
UTICA, NY 13502



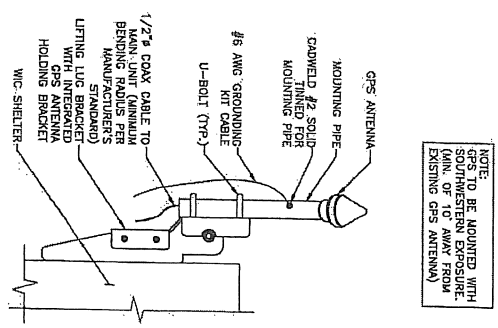
COMSCOPE WB-4210-B
ICE BRIDGE DETAIL
N.T.S.



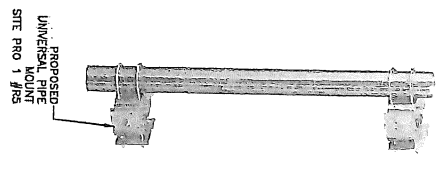
D&D CSOFT BOOM MOUNT DETAIL
N.T.S.



D&D CSOFT BOOM MOUNT CONNECTION DETAIL
N.T.S.

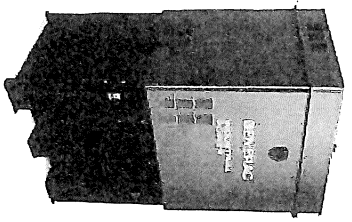


GPS MOUNTING DETAIL
N.T.S.



R5 DETAIL
N.T.S.

20 KW GENERATOR SPECS	
MODEL	G0070W-0
MANF.	DEWENHAC
HEIGHT	80.0"
TIDYTH	38.0"
LENGTH	48.0"



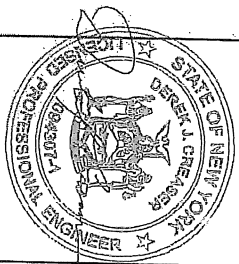
GENERATOR DETAIL
N.T.S.

at&t
ATAI MOBILITY CORP.
6411 BRIDGE STREET
EAST SYRACUSE, NY 13057

CENTERLINE
CORPORATION
750 WEST CENTER ST. SUITE 101
WEST BROOKFIELD, MA 01581
PHONE 781.713.0725

NO.	DATE	DESCRIPTION
1	06/19/20	ISSUED FOR REVIEW
2	11/12/20	CONSTRUCTION RENESD
3	12/23/20	CONSTRUCTION RENESD
4	12/23/20	CONSTRUCTION RENESD

DESIGNED BY: BPC
APPROVED BY: DC

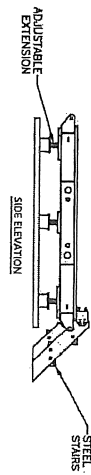
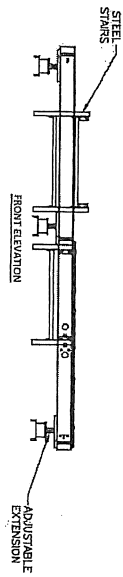
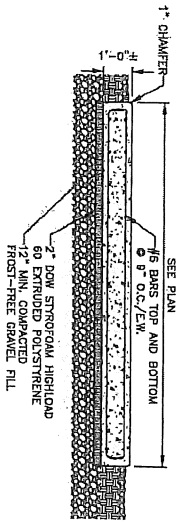


UTICA COLLEGE
151735482
1555 BURGSTONE ROAD
UTICA, NY 13502
NS9 2020

DETAILS
A-6
4

FOUNDATION NOTES & CONCRETE SPECIFICATIONS:

1. FOUNDATION AREA SHALL BE EXCAVATED TO THE DEPTH AND DIMENSIONS SHOWN ON THIS PLAN. EXISTING FLOOR AND ALL OTHER EXISTING UNSUITABLE MATERIALS, EXCEPT FOR FLOOR AND ALL OTHER EXISTING OFF-SITE, THE SUBGRADE SHALL BE ROLLED WITH A 1-TON, VIBRATORY, WALK-BEHIND ROLLER AT A SPEED OF LESS THAN 2 FPS, 8 PASSES MINIMUM, TO PROVIDE UNWEAVING SURFACE.
2. UNDERCUT SOFT OR WEAVING AREAS A MINIMUM OF 12 INCHES DEEP. BACKFILL UNDERCUT AREA WITH FILL MEETING THE SPECIFICATIONS OF STRUCTURAL FILL.
3. CONCRETE TO HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (1 1/2) - 4000 psi, CONCRETE TO BE AIR ENTRAINED, DESIRED AIR CONTENT TO BE 6% (PLUS OR MINUS 2%).
4. REINFORCING BAR TO BE ASTM A615 GRADE 60.
5. WELDED WIRE FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A185. WELDS FOR FABRIC TO CONFORM TO THE REQUIREMENTS OF ASTM A92.
6. COORDINATE WITH MANUFACTURER OF PREFABRICATED SHELTER FOR LOCATION OF ATTACHMENTS TO BASE SLAB.
7. ALL REINFORCING TO HAVE MINIMUM CONCRETE COVER PER ACI SPECIFICATIONS.
8. ALL CONCRETE MATERIALS AND WORKMANSHIP SHALL CONFORM TO LATEST EDITION OF ACI 318 AND APPLICABLE STATE BUILDING CODE.
9. CONCRETE SLAB SHALL COMPLY WITH ACCE 23-01 DESIGN AND CONSTRUCTION OF FIRST FLOOR CONCRETE FOUNDATIONS & ARI 308-10 CODE TO DESIGN OF SLAB-ON-GROUND.

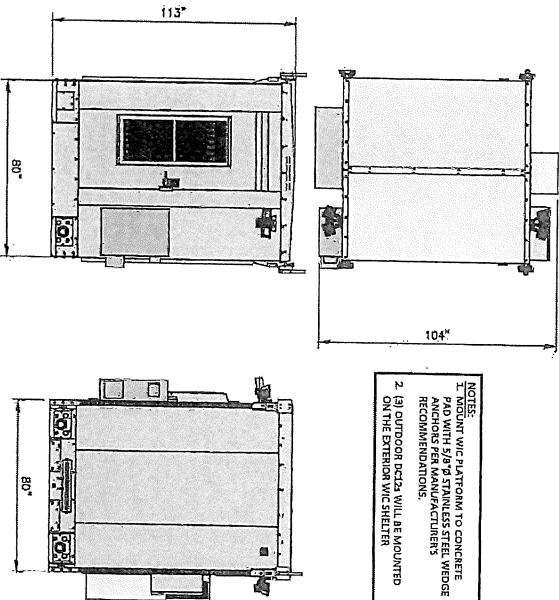


PLATFORM DETAIL

N.T.S.

NOTE: PLATFORM DESIGN BY OTHERS

NOTES:
1. (a) INDOOR WIC PLATFORM TO CONCRETE PAD WITH 5/8" STAINLESS STEEL WEDGE ANCHORS PER MANUFACTURER'S RECOMMENDATIONS.
2. (a) OUTDOOR (cc12) WILL BE MOUNTED ON THE EXTERIOR WIC SHELTER



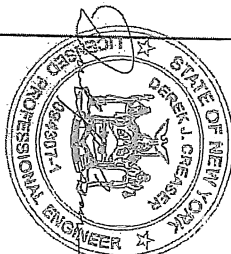
WIC SHELTER DETAIL

N.T.S.

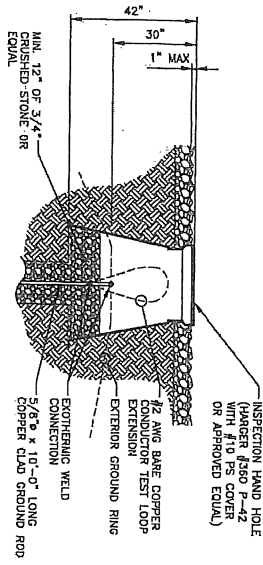


CENTERLINE
719 WEST CENTER ST. SUITE 401
WEST BRIDGEWATER, MA 02790
PHONE: 781.713.4725

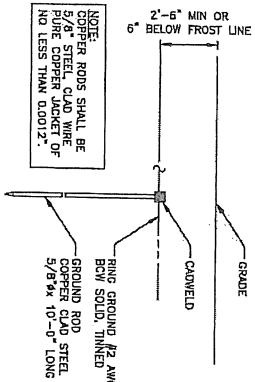
NO.	DATE	ISSUED FOR REVIEW	DESCRIPTION
1	10/09/20	ISSUED FOR REVIEW	
2	11/12/20	CONSTRUCTION REVISED	
3	12/10/20	CONSTRUCTION REVISED	
4	12/23/20	CONSTRUCTION REVISED	



SITE TITLE: UTICA COLLEGE
PA NUMBER: 15173592
SITE ADDRESS: 1555 BURBANK ROAD
UTICA, NY 13502
PROJECT TYPE: NSB 2020
SHEET TITLE: DETAILS
DRAWING #: A-7
REVISION: 4



GROUND WELL DETAIL
N.T.S.



TYPICAL GROUND ROD DETAIL
N.T.S.

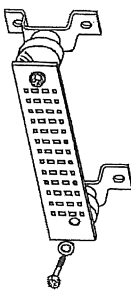
EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN INSULATED END AND BE IDENTIFIED AT EACH END THAT WILL DENOTE ITS ORIGIN AND DESTINATION.

SECTION "P" - SURGE PRODUCERS

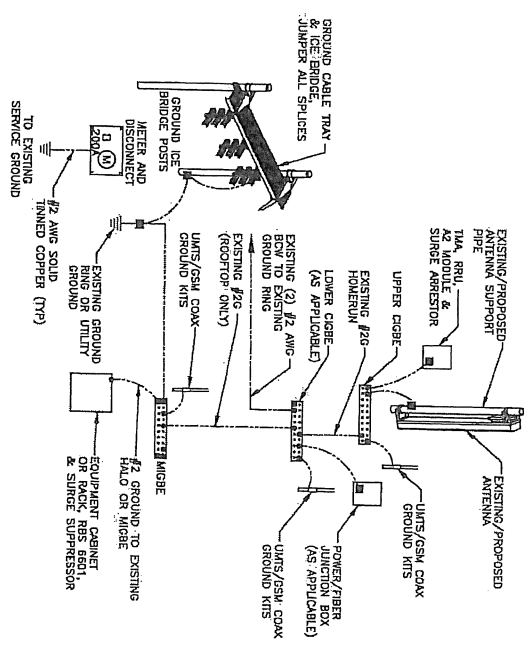
- CABLE ENTRY PORTS (HATCH PLATES) (42)
- GENERATOR FRAMEWORK (IF AVAILABLE) (42)
- TELE GROUND BAR
- COMMON POWER COMMON NEUTRAL/GROUND BOND (42)
- POWER SUPPLY RETURN BAR (42)
- REPTIFIER FRAMES

SECTION "A" - SURGE ABSORBERS

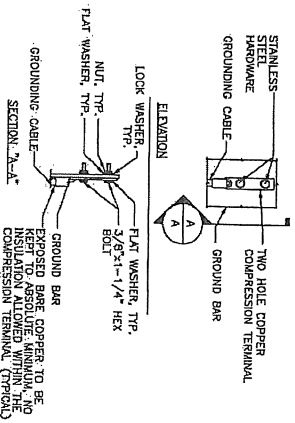
- INTERNAL GROUND RING (42)
- EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (42)
- METALLIC COLD WATER PIPE (IF AVAILABLE) (42)
- BUILDING STEEL (IF AVAILABLE) (42)



GROUND BAR DETAIL
N.T.S.



GROUNDING RISER DIAGRAM
N.T.S.



GROUND BAR CONNECTION DETAIL
N.T.S.

NOTE:

- TOUGHING UP OR STACKING OF CONNECTION IS NOT PERMITTED.
- GROUNDING CABLE SHALL BE SECURED AT ALL CONNECTION MGB
- CANFIELD DOWNLEADS FROM UPS/ENR, LOWER EBB, AND LOWER EBB.

441 HIGHLAND CORP.
8841 BOBCE STREET
EAST SYRACUSE, NY 13227

769 WEST CENTER ST. SUITE 644
WEST BIRMGHAM, AL 35290
PHONE: 205.713.4225

REVISIONS	
4	12/23/20 CONSTRUCTION REVISED
3	12/10/20 CONSTRUCTION REVISED
2	11/12/20 CONSTRUCTION REVISED
1	09/09/20 ISSUED FOR CONSTRUCTION
0	08/06/20 ISSUED FOR REVIEW

DESIGNED BY: BPC	APPROVED BY: DC
------------------	-----------------

SHEET TITLE:
GROUNDING DETAILS

DRAWING #:
G-1

REVISION:
4

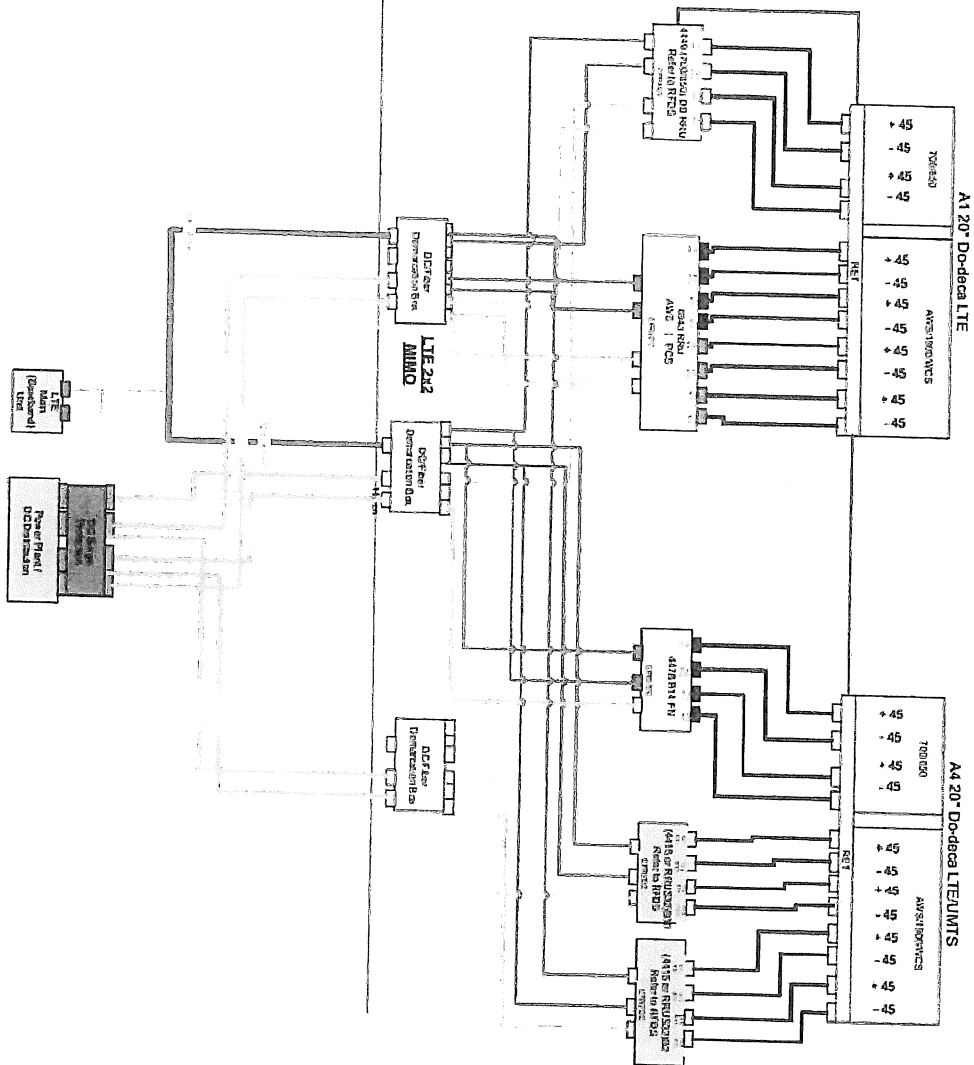
PROJECT TYPE:
NSB 2020

SITE ADDRESS:
BIRMGHAM ROAD
UTICA, NY 13502

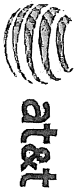
CLIENT NAME:
UTICA COLLEGE

DATE:
10/17/2020

PROJECT TYPE:
NSB 2020



PLUMBING DIAGRAM
N.T.S.

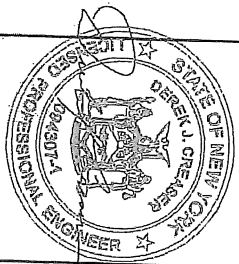


AAA MOBILITY CORP.
441 BRIDGE STREET
EAST RICHMOND, NY 10807



760 WEST CENTER ST. SUITE 301
WEST BRIDGEWATER, MA 02097
TEL: 508.774.1875

REVISIONS	
4	12/23/20 CONSTRUCTION RENEW
3	12/10/20 CONSTRUCTION RENEW
2	11/12/20 CONSTRUCTION RENEW
1	10/19/20 ISSUED FOR CONSTRUCTION
0	09/19/20 ISSUED FOR RENEW
NO.	DATE DESCRIPTION
DESIGNED BY	APPROVED BY
BPC	DC



LET THE CUSTOMER BE YOUR GOD. PROVIDE SERVICE THAT EXCEEDS THEIR EXPECTATIONS. YOUR CUSTOMER'S SATISFACTION IS YOUR SUCCESS. YOUR CUSTOMER'S SUCCESS IS YOUR SUCCESS. YOUR CUSTOMER'S SUCCESS IS YOUR SUCCESS. YOUR CUSTOMER'S SUCCESS IS YOUR SUCCESS.

SHEET TITLE: RF PLUMBING DIAGRAM
DRAWING #: RF-1
REVISION: 4

SITE NAME: UTICA COLLEGE
P/N NUMBER: 15173582
SITE ADDRESS: 1550 BURNING WOOD ROAD
UTICA, NY 13502
PROJECT TAG: NSB 2020



Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

March 9, 2021

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

FN 20 21 - 063

PUBLIC SAFETY

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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 3/9/21

Dear County Executive Picente,

The Commissary Account is offset by revenues from Inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2020, there was a profit of \$237,864.23 which will be rolled over into 2021 (as indicated in the attached Revenue/Appropriation Analysis Report for the Commissary). Annually, a supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission. In 2021, the surplus will be used for horticulture programming, educational services and supplies, a life skills program, recreational items, worker pod, library, notary, computer licensing and other services.

I respectfully request that this matter be acted on at the next Board of Legislators' meeting.

The 2021 Supplemental Appropriation request is as follows:

A3152.211	Office Equipment	\$15,000.00
A3152.212	Computer Hardware	\$26,100.00
A3152.271	Recreational Equipment	\$20,000.00
A3152.295	Other Equipment	\$52,000.00
A3152.411	Office Supplies	\$10,000.00
A3152.425	Training & Special Schools	\$19,264.23
A3152.454	Travel - Meetings & Seminars	\$15,000.00
A3152.471	Recreational Supplies	\$20,000.00
A3152.491	Other Material & Supplies	\$20,000.00
A3152.492	Computer Software & Licenses	\$20,000.00
A3152.493	Maintenance, Repair & Service Contracts	\$10,000.00
A3152.4951	Other Expenses	\$10,500.00
		=====
Total Expenses:		\$237,864.23

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

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

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

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

Office of the Sheriff

County of Oneida



Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

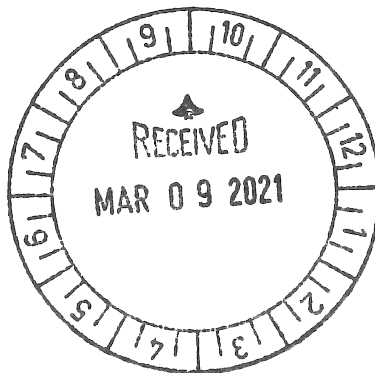
This appropriation will be supported by revenue in A1525, Prisoner Charges – Commissary

A1525	Revenue Prisoner Commissary	\$237,864.23
		=====
Total Revenue:		\$237,864.23

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff



CC: Tom Keeler, Budget

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

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

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

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

Revenue / Appropriation Analysis Report

March 08, 2021

Reporting for all funds, selected departments, for dates from 01/01/20 to 12/31/20 for fiscal year 2020

Department : 3152 - Sheriff - Inmate Commissary

Revenue Analysis

Account	Description	Estimated	Receipts	Revenue	Percentages	
		Revenue		Remaining	Rcvd	Remaining
A1523	Inmate Print Shop Sales	\$1,500.00	\$1,269.50	\$230.50	84.63	15.37
A1525	Prisoner Charges Commissary	\$445,767.71	\$390,342.54	\$55,425.17	87.57	12.43
A1533	Rent Inmate Visitation Lockers	\$1,470.00	\$155.16	\$1,314.84	10.56	89.44
A1534	Inmate Commissary Copy Fees	\$5,000.00	\$317.86	\$4,682.14	6.36	93.64
A1535	Inmate Commissary Bus Passes	\$200.00	\$136.18	\$63.82	68.09	31.91
Total:		\$453,937.71	\$392,221.24	\$61,716.47		

Appropriation Analysis

Account	Description	Budget	Expenditures	Outstanding	Unencumbered	Percentages	
		Amount		Encumbrances	Balance	Used	Remaining
A3152.102	Temporary Help	\$40,000.00	\$17,127.78		\$22,872.22	42.82	57.18
	A3152.1:	\$40,000.00	\$17,127.78	\$0.00	\$22,872.22	42.82	57.18
A3152.211	Office Equipment	\$17,000.00	\$1,725.81		\$15,274.19	10.15	89.85
A3152.212	Computer Hardware	\$42,267.71	\$17,026.74	\$0.00	\$25,240.97	40.28	59.72
A3152.271	Recreational Equipment	\$20,000.00	\$0.00		\$20,000.00		100.00
A3152.295	Other Equipment	\$67,200.00	\$6,363.50		\$60,836.50	9.47	90.53
	A3152.2:	\$146,467.71	\$25,116.05	\$0.00	\$121,351.66	17.15	82.85
A3152.411	Office Supplies	\$14,300.00	\$1,822.41		\$12,477.59	12.74	87.26
A3152.412	Insurance & Bonding	\$300.00	\$0.00		\$300.00		100.00
A3152.413	Rent/Lease - Equipment	\$1,920.00	\$1,684.44		\$235.56	87.73	12.27
A3152.425	Training & Special Schools	\$28,000.00	\$0.00		\$28,000.00		100.00
A3152.431	Commissary Sales	\$2,500.00	\$300.00		\$2,200.00	12.00	88.00
A3152.454	Travel - Meetings, seminars etc.	\$20,000.00	\$340.00		\$19,660.00	1.70	98.30
A3152.471	Recreational Supplies	\$27,200.00	\$8,542.35	\$0.00	\$18,657.65	31.41	68.59
A3152.472	Recreational Activities	\$3,840.00	\$3,835.34		\$4.66	99.88	0.12
A3152.491	Other Materials & Supplies	\$29,000.00	\$14,288.74		\$14,711.26	49.27	50.73
A3152.492	Computer Software & Licenses	\$103,630.00	\$69,558.91		\$34,071.09	67.12	32.88
A3152.493	Maintenance, Repair & Services Contracts	\$40,533.00	\$6,155.00		\$34,378.00	15.19	84.81
A3152.4951	Other Expenses	\$19,500.00	\$952.40		\$18,547.60	4.88	95.12
	A3152.4:	\$290,723.00	\$107,479.59	\$0.00	\$183,243.41	36.97	63.03
A3152.810	Retirement	\$0.00	\$2,767.32		(\$2,767.32)		
A3152.830	Social Security	\$3,060.00	\$1,310.27		\$1,749.73	42.82	57.18
A3152.840	Workers Compensation	\$1,120.00	\$556.00		\$564.00	49.64	50.36
A3152.850	Unemployment Insurance	\$100.00	\$0.00		\$100.00		100.00
	A3152.8:	\$4,280.00	\$4,633.59	\$0.00	(\$353.59)	108.26	-8.26
Total:		\$453,937.71	\$392,221.24	\$0.00	\$61,716.47		

392221.24
154357.01
237,864.23



Office of the Sheriff

County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

March 9, 2021

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

Dear County Executive Picente:

The Oneida County Sheriff's Office is requesting a new Capital Project. This is related to a contract with the New York State Office of Homeland Security State Law Enforcement Terrorism Prevention Program Grant (LE20-1019-D00). The grant is in the amount of \$63,244 to help sustain and expand our Automatic Vehicle Locator (AVL) system.

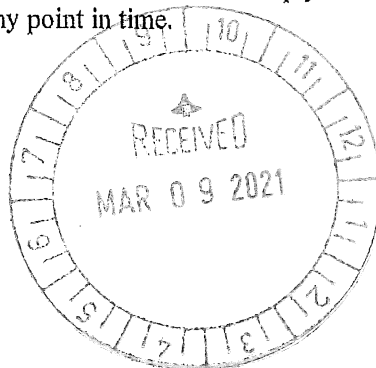
I am respectfully requesting the following 2021 supplemental appropriation:

- A) Establishment of Capital Project H-621 2020 SLEPPT GRANT.....\$63,244
- B) Funding for Capital Project H-621 will be: H621-3597\$63,244

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

Sincerely,

Robert M. Maciol, Sheriff



Cc: Tom Keeler, Budget Director

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

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

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

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

Project #: LE20-1019-D00 LETPP/SLETPP Project Status: Executed
 Participant: Oneida County

Home Open Locked Copy	General	Participants	Work Plan	Budget	Funding Allocation	Questions	Conditions	Acceptance
	Complete screen information and save. Add a National Priority and Program Purpose Area (if applicable). Once finished, proceed to Participants tab. For contract certifications, appendices and supporting documentation, please visit the DHSES website for available downloads. When you have completed your application, click the SUBMIT link in the left margin. Remember, you will no longer be able to edit your application once it has been submitted.							
Go to Attachment Progress Site Review Financial Property	Project Title * (60 Character Limit)		FY20 State Law Enforcement Terrorism Prevention Program					
	Project Start Date	09/01/2020	(If known or applicable)	Submission Date	08/11/2020			
	Project End Date	08/31/2023	(If known or applicable)	Grant Funds	\$63,244.00	100.00%		
	Project Period	Years 3 Months 0		Matching Funds	\$0.00	0.00%		
				Total Funds	\$63,244.00			
Reports								
Application								
Deficiency	County *	Oneida						
Draft								
Contract	Summary Description of Project * (Please limit to one or two paragraphs)							
Final								
Contract	Oneida County will be using these grant funds to purchase MDT's, including the modems and data service fees for law enforcement.							
Help								
Logout								
Login ID:	dappler							

4.3.7

* - Mandatory Field

Federal Program Purpose Area

Description	Remove
--------------------	---------------

Project #: SH20-1030-D00 SHSP

Project Status: Executed

Project

Participant: Oneida County

Home Open Locked	General	Participants	Work Plan	Budget	Funding Allocation	Questions	Conditions	Acceptance
Copy	Complete screen information and save. Add a National Priority and Program Purpose Area (If applicable). Once finished, proceed to Participants tab. For contract certifications, appendices and supporting documentation, please visit the DHSES website for available downloads. When you have completed your application, click the SUBMIT link in the left margin. Remember, you will no longer be able to edit your application once it has been submitted.							
Go to Attachment Progress	Project Title * (60 Character Limit)	FY20 State Homeland Security Program						
Site Review	Project Start Date	09/01/2020	(If known or applicable)	Submission Date	08/11/2020			
Financial Property	Project End Date	08/31/2023	(If known or applicable)	Grant Funds	\$189,731.00	100.00%		
Reports Application	Project Period	Years 3 Months 0		Matching Funds	\$0.00	0.00%		
Deficiency Draft	County *	Oneida						
Contract Final Contract	Summary Description of Project * (Please limit to one or two paragraphs)							
Help Logout	This grant funding will support the purchase of portable radios, cyber security software, and detection equipment to help support Oneida County's emergency management capabilities.							
Login ID: dappler								

4.3.7

Cancel Check Spelling

* - Mandatory Field

Federal Program Purpose Area

Description	Remove
-------------	--------

Griffiss International Airport



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

ANTHONY J. PICENTE, JR.
County Executive

EDWARD A. ARCURI
Interim Commissioner of Aviation

March 4, 2021

20 21 - 064

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

AIRPORT
WAYS & MEANS

Re: Approval of Master Agreement for Consultant Services – C&S Engineers, Inc.

Dear County Executive Picente:

On February 14, 2020, a Request for Qualifications (RFQ) to provide Airport Professional Consulting Services was advertised and on March 11, 2020, the Airport received RFQ responses from four (4) companies seeking selection. Subsequently, the Airport's Professional Services Evaluation Committee (PSEC) conducted the proscribed review and selection process, in accordance with the guidelines set forth in FAA Advisory Circular 150/5100-14E and the Oneida County Procurement Policy for the acquisition of professional services.

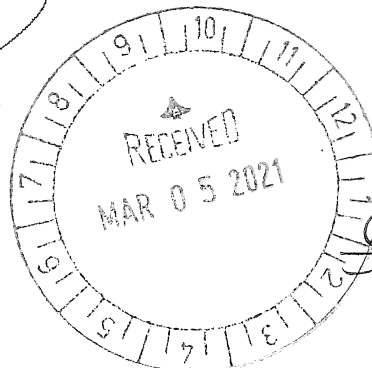
Thereafter, by FN No. 2021-50 approved by the Board of Legislators on March 10, 2021, the Board did designate C&S Engineers, Inc. to provide to provide professional planning and engineering services, as well to act as the principal consultant for a five (5) year term of January 1, 2021 through December 31, 2025. I now present to you the formal contract between the County and C&S Engineers, Inc. The same is designed as a master contract, under which "task orders" will be executed after gaining the necessary Board or Board of Acquisition and Contract approval, for each individual project awarded to C&S Engineers, Inc., in order to streamline the process and reduce the volume of paper required to enter into a specific service agreement for each individual project. A sample task order document is provided for informational purposes only to allow you and the Board to see what is envisioned by this streamlined process. Master contracts such as this are specifically allowed for under FAA Advisory Circular 150/5100-14E.

If the enclosed meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Edward A. Arcuri
Interim Commissioner of Aviation

Enclosures



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

Anthony J. Picente, Jr.
County Executive

Date 3-5-21

Oneida Co. Department: Aviation

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS - SUMMARY**

Name of Proposing Organization: C&S Operations, Inc.
499 Col. Eileen Collins Boulevard
Syracuse New York 13212

Title of Activity or Service: Master Agreement for Consultant Services

Proposed Dates of Operation: January 1, 2021 to December 31, 2025

Client Population/Number to be Served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services**
Master Agreement for Airport Improvement Project Consultants
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: TBD per task order **Account #** TBD per task order

Oneida County Dept. Funding Recommendation: TBD per task order

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

Federal: \$ **State:** \$ **County:**

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:

AGREEMENT FOR CONSULTANT SERVICES BETWEEN ONEIDA COUNTY AND C&S ENGINEERS, INC.

THIS AGREEMENT, is made and entered into this _ day of _____, 2021, by and between **Oneida County**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business at 800 Park Avenue, Utica, New York 13501 (hereinafter "County"), and C&S Engineers, Inc., a corporation organized and existing under the laws of the State of New York, with its principal place of business at 499 Col. Eileen Collins Blvd., Syracuse, New York 13212 (hereinafter "Consultant").

WITNESSETH

WHEREAS, the County is in need of certain professional, technical and/or specialized services of an independent contractor to perform various airport architectural, general engineering, specialized engineering, environmental and planning services at Griffiss International Airport (hereinafter "Airport"); and

WHEREAS, the County issued a Request for Qualifications (RFQ) for said services; and

WHEREAS, the Consultant has the appropriate skill, training, qualifications, and experience to provide said services to the County;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES, ACCEPTANCE, DOCUMENTATION.

A. Scope of Services.

i. The Consultant shall perform professional airport architectural, general engineering, specialized engineering, environmental and planning services at the Airport, summarized in paragraph I(B) of this Agreement and further detailed in the entire RFQ identified as Request for Qualifications - Airport Architectural, Engineering, Environmental, and Planning Consultant Services, which is incorporated into this Agreement by this reference as fully as if written out below, along with the Consultant's proposal submitted in response to the RFQ, which is further incorporated into this Agreement by this reference as fully as if written out below. In addition, the Consultant is designated by the County as the County's principal consultant with the Federal Aviation Administration. The foregoing shall collectively be called the "Services".

ii. The specific capital improvement projects that the Consultant may be asked to provide Services on in the future and pursuant to the terms of this Agreement are listed in **Exhibit A**, the Airport Capital Improvement Plan (ACIP).

iii. If any provision incorporated by reference from the RFQ conflicts with any provision of the Consultant's proposal, the provision(s) of the RFQ shall control. If any provision of the Consultant's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Agreement, this Agreement shall control.

iv. The Consultant shall act under the authority and approval of the Commissioner of Aviation to provide the Services required by this Agreement.

B. The Consultant shall render services as the County's professional airport architectural, general engineering, specialized engineering, environmental and planning Consultant as needed by the County. The Consultant shall provide professional airport architectural, general engineering, specialized engineering, environmental and planning services for a full range of aviation needs at the Airport, including, but not limited to:

i. Architectural Services:

- a. Preliminary Phase – defining scope of the project and establishing preliminary requirements.
- b. Design Phase – complete project design including preparation of architectural reports and recommendations as well as preparing detailed plans, specifications, cost estimates, and project schedules (design and construction).
- c. Bidding and Negotiation Phase – advertising and securing bids, attending pre-bid conferences, analyzing bid results, negotiating for services, furnishing recommendations for award, and preparation of contract documents.
- d. Construction Phase – consultation and guidance during construction.
- e. Project Closeout Phase – services rendered after the completion of a project including making final inspections and project acceptance.
- f. Other architectural services as required.

ii. General Engineering Services:

- a. Airport related engineering design and development services.
- b. Local agency interface and project permitting.
- c. Comprehensive project management covering all project phases.
- d. Attendance at meetings as required to adequately perform the services.
- e. General support for engineering related projects.
- f. Other engineering services as required.

iii. Specialized Engineering Services:

- a. Project design services for both FAA/NYS grant eligible and non-grant eligible projects.
- b. AIP grant administration.
- c. NYS grant administration.
- d. Airfield pavements and related infrastructure.
- e. Maintenance and implementation of the Airport 5-year ACIP including airport infrastructures, facility plans, storm water management plans, utilities plans, and pavement maintenance plans.
- f. Other specialized services as required.

iv. Environmental Services:

- a. Comprehensive consulting and compliance services consistent with all federal, state and local environmental regulations, including, but not limited to:
 1. Investigation, rehabilitation, and management plans related to habitats of threatened and endangered flora, fauna, and species.
 2. Preparation of environmental assessment reports, remedial action plans, risk assessments, site investigation, rehabilitation, and mitigation efforts.
 3. Petroleum storage tank (underground and aboveground) and related infrastructure services.
 4. Environmental forensics.
 5. Storm water pollution prevention plan (SWPPP) and spill prevention, control, and countermeasure plan (SPCC compliance (including training and other activities).
 6. Hazardous materials management.
 7. Wildlife hazard management and mitigation.
 8. Air quality sampling and analysis.
 9. Analytical laboratory services.
 10. Other environmental services as required.

v. Planning Services:

- a. Airport land use planning.
- b. Airport master planning.
- c. ALP maintenance and update.
- d. FAA land use compliance.
- e. Other airport planning tasks and functions as required.

Specific projects for which the Consultant is to provide Services under this Agreement shall be explained and included in an Authorization of Services document. The Consultant may also provide some minimal on-call general planning services for the Airport as projects arise. One or more separate Authorization of Services shall be prepared for each specific project assigned to the Consultant, and when signed by the parties, the same shall become a part of this Agreement. Each Authorization of Services shall set forth, in addition to the Services to be performed in connection with that project, the time limits within which such Services are to be performed, and compensation to be paid to the Consultant for its services provided that the Consultant will in no case be authorized to receive an hourly rate in excess of the maximum hourly rates approved in Section 3 of this Agreement.

C. Authorization of Services. Prior to initiating any work requested under sections 1(A) and 1(B) above, the Consultant and County must execute an Authorization of Services, as specified within each of these sections. The Commissioner of Aviation shall obtain the necessary County approval of all Authorization of Services, under the terms of this Agreement.

D. Responsibility of Consultant. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all Services provided by the Consultant under this Agreement. The time spent for each task shall be recorded and submitted to the Commissioner of Aviation. The Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such material available at all reasonable times during the term of this Agreement.

E. Responsibility of the County. The County shall cooperate with the Consultant by making a diligent effort to provide available items reasonably necessary for the Consultant to be able to perform the Services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to the public and private lands; legal, accounting, and insurance information required for various projects; and necessary permits and approval of government authorities or other individuals.

F. Acceptance and Documentation.

- i. Each task must be reviewed and approved by the Commissioner of Aviation to determine acceptable completion.
- ii. The County shall provide all necessary information to the Consultant for timely completion of the tasks specified in Sections 1(A) and 1(B) above.
- iii. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement are to be and remain the property of the County and are to be delivered to the Commissioner of Aviation before final payment is made to the Consultant.

2. **TERM, EXTENSION AND TERMINATION OF AGREEMENT.**

A. Term and Extension. The term of this Agreement shall be from January 1, 2021 through December 31, 2025. In the event that any tasks remain incomplete after the specified completion time period, continuation of this Agreement shall be subject to express written consent of the parties and appropriate amendment to this Agreement.

B. Termination.

i. Termination for Convenience. The County reserves the right to terminate this Agreement or any part of this Agreement for its sole convenience upon thirty (30) days' advance written notice. In the event of any termination, the Consultant must immediately stop all work, and must immediately cause any of its suppliers and subcontractors to cease all work. As compensation in full for Services performed to the date of termination, the Consultant shall receive a fee for the percentage of Services actually completed. This fee will be in the amount to be mutually agreed upon by the Consultant and the County, based on the agreed Scope of Work. If there is no mutual agreement, the Commissioner of Aviation will determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation will be based upon this determination.

a. The County will make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. The Consultant will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Consultant's suppliers or subcontractors, which the Consultant could reasonably have avoided.

ii. Cancellation for Cause. The County may also cancel this Agreement or any part of this Agreement upon seven (7) days' advance written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the terms and conditions of this Agreement. Unsatisfactory performance as judged by the Commissioner of Aviation or failure to provide the County, upon request, with adequate assurances of future performance will all be causes allowing the County to cancel this Agreement for cause. In the event of cancellation for cause, the County will not be liable to the Consultant for any amount, and the Consultant will be liable to the County for any and all damages sustained by reason of the default which gave rise to the termination.

a. In the event the Consultant is in violation of any Federal, State, or County law, regulation or ordinance, the County may cancel this Agreement immediately upon giving notice to the Consultant.

b. If the County cancels this Agreement or any part of the Services, the County will notify the Consultant in writing, and upon receiving notice, the Consultant shall discontinue advancing the work and proceed to close all operations.

c. Upon cancellation, the Consultant shall deliver to the County all drawings, special provisions, reports, and other documents, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the County. Use of incomplete data will be at the County's sole responsibility.

d. The Consultant must appraise the work it has completed and submit its appraisal to the County for evaluation. At that time, the Consultant will be entitled to be paid for Services performed and accepted by the County before the default.

e. If the Consultant fails to fulfill in a timely and proper manner its obligations, or if the Consultant violates any of the terms of this Agreement the County may withhold any payments to the Consultant for the purpose of setoff until the exact amount of damages due the County from the Consultant is determined by a court of competent jurisdiction.

f. If the County improperly cancels the Agreement for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section.

C. Funds Appropriation. If the County Board of Legislators does not appropriate funds to continue this Agreement and pay for charges, the County may terminate this Agreement at the end of the then current fiscal period. The County agrees to give written notice of termination to the Consultant at least thirty (30) days before the end of its then current fiscal period and will pay to the Consultant all approved charges incurred through the end of said period.

3. FEES AND COMPENSATION.

A. Compensation. All compensation for services rendered by the Consultant and/or its subcontractors shall be based upon criteria established below which related to the type of Services provided and must be billed through the primary Consultant. The County shall obtain appropriate approval for award of each task prior to issuing an Authorization for Services.

i. Hourly Rates.

The Consultant's certified hourly rate schedule is attached hereto as **Exhibit B** and incorporated herein by this reference. The Consultant shall not be paid more per hour than the approved maximum hourly rate schedule. Subcontractors shall provide

the County with a certified hourly rate schedule, which the County may approve within its sole discretion, prior to rendering any services under this Agreement. The County may have third party evaluations conducted to ensure the hourly rates are consistent with industry standards. Such hourly rate schedules shall establish a certified billing rate for each employee category, which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of Services performed by the Consultant. The County, based on submittal of expense reports and/or receipts if requested, shall reimburse eligible expenses. All eligible expenses shall be outlined and generally approved by the County beforehand and shall include on non-overhead items directly related to the Services, such as, but not limited to, purchases that will become the property of the County.

ii. Hourly Rate Increases

a. The Consultant and any subcontractors may submit revised hourly rate schedules for approval no later than December 1 of each year for rates commencing in the immediately following January. Failure to do so may result in the denial of any increase requested. The Commissioner of Aviation and Board of Legislators must approve any revised hourly rates. A requested price increase will become effective only after approval by the Commissioner of Aviation and Board of Legislators, and will take effect on the anniversary date of this Agreement. Approved rate increases will be applied to the unit pricing in this Agreement as a percentage increase.

b. The increased rate shall be based upon mutual consent of the Consultant and the County; however, the Commissioner of Aviation shall evaluate the Consultant's performance, services, and records documentation to determine the appropriateness of the increase requested. Third party evaluations may be conducted by the Commissioner of Aviation to ensure rate increases are consistent with industry standards.

c. Price increases will become effective only after approval by the Commissioner of Aviation and Board of Legislators, and will be effective for at least one (1) year from the date of approval.

d. The percentage increase in the unit pricing shall not exceed five percent (5%).

iii. Fixed Lump Sum.

The parties may agree to a fixed lump sum payment agreement for Services when the parties agree it is in the best interests of the County do to so, as is authorized by the FAA. A fixed lump sum payment agreement may be used when the County and the Consultant can fully define the scope, complexity, character, and duration of effort at the time negotiations for Services take place.

B. Payment Approval.

i. The time spent for each task must be recorded and submitted to the Commissioner of Aviation unless a fixed lump sum payment arrangement is in place for the Services. The Consultant must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the term of this Agreement. Monthly payments will be made to the Consultant on the basis of a progress report submitted by the Consultant for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Commissioner of Aviation to determine acceptable completion.

ii. The Commissioner of Aviation will prepare a partial payment request document for the Consultant's acceptance. However, not more than 90% of the total task price shall be paid before the County's final acceptance of all completed work. All charges must be approved by the Commissioner of Aviation before payment.

C. Request for Taxpayer ID Number and Certification IRS W-9 Form. Upon request, the Consultant shall provide the required IRS W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

4. GENERAL TERMS.

A. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the specified Services. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

B. Governing Law and Venue. The County and the Consultant agree that this Agreement shall be governed by the laws of the State of New York. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in a court of competent jurisdiction situate in Oneida County, New York.

C. Modifications. Any amendment, modification or variation from the terms of this Agreement must be in writing and will be effective only after approval of all parties signing the original Agreement.

D. Assignment. The Consultant shall not assign or transfer any interest in this Agreement, nor the performance of any of the its duties or obligations hereunder, without

the prior express written consent of the County. Any attempt by the Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

E. Successors and Assigns. This Agreement extends to and is binding upon the Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which the Consultant merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the Consultant sells its assets.

F. Records and Audit Rights.

i. The County may audit all of the Consultant's records, calculations, and working documents pertaining to the Services at a mutually agreeable time and place.

ii. The Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the County to substantiate charges and claims related to this Agreement must be open to inspection and subject to audit and/or reproduction by County's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his subcontractors, insurance agents, and material suppliers (hereinafter "Payees") in accordance with the execution of this Agreement. The County's authorized representative must be afforded access, at reasonable times and places, to all of the Consultant's records and personnel in accordance with the provisions of this section throughout the term of this Agreement and for a period of three (3) years after last or final payment.

iii. The Consultant must require all Payees to comply with the provisions of this section by insertion of these requirements in a written contract agreement between Consultant and Payee.

iv. If an audit in accordance with this section, discloses overcharges, of any nature, by the Consultant to the County in excess of one percent (1%) of the total Agreement billings, the actual cost of the County's audit must be reimbursed to the County by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records must be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of County's findings to the Consultant.

G. Attorney's Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not such action is prosecuted to judgment.

H. Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

I. Conflict of Interest. The Consultant warrants that it is not employed or retained by any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County will have the right to cancel this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

J. Notices. All notices or demands required to be given in accordance with the terms of this Agreement must be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this section.

For the County:

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

With a copy to:

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

For the Consultant

Kirsten Cerro
Eastern Region Aviation Service Group Manager
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212

With a copy, if any, to:

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail. Notice by facsimile or electronic mail is not adequate notice.

K. Force Majeure. Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

L. Advertising. No advertising or publicity concerning the County using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the County.

M. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement will be considered to possess the full force and effect of the original.

N. Captions. The captions used in this Agreement are solely for the convenience of the parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

O. Changes in Services and Tasks.

i. The County may at any time, as the need arises, order changes within the Services or within individual Tasks without invalidating this Agreement. If any changes increase or decrease the amount due under this Agreement, or in the time required for performance of the Services, an equitable adjustment will be authorized by written Change Order.

ii. The County will execute a formal Change Order based on detailed written quotations from the Consultant for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the County.

iii. Agreement Change Orders are subject to the rules and procedures of County procurement.

P. Compliance with Laws.

i. The Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it.

ii. Procurements made under the Airport Improvement Program (AIP) must comply with required Federal provisions established by various laws and statutes. The Federal provisions that apply to this Agreement are attached hereto as **Exhibit C**.

iii. During the performance of this Agreement, the Consultant will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

Q. Ownership of Project Documents.

- i. All documents, including but not limited to notes, records, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the County and must be delivered to the Commissioner of Aviation before final payment is made to the Consultant.
- ii. When the task covers only the preparation of preliminary reports or documents, there shall be no limitations upon the County concerning use of the ideas or recommendations in the reports or documents. The County shall release the Consultant from any liability for the preparation and use of preliminary reports or documents.

R. Completeness and Accuracy. The Consultant shall be responsible for the completeness and accuracy of the Services performed by the Consultant and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors shall be chargeable to the Consultant. Additional work or construction added to the project shall not be the responsibility of the Consultant unless the need for additional work or construction was created by any error, omission, or negligent act of the Consultant. The County's acceptance of the Consultant's work shall not relieve the Consultant of any of its responsibilities. The professional standard to which the Consultant is held shall be that of a similar Consultant as practiced in the State of New York.

S. Alterations or Additions to the Scope of Services. The total Scope of the Services to be performed is stated in this Agreement. Any services requested outside the scope of Services are additional services. The Consultant will not perform these additional services without a written Change Order approved by the County. If the Consultant performs additional services without a Change Order, the Consultant will not receive any additional compensation.

T. Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than the County and the Consultant, and all duties and responsibilities undertaken in accordance with this Agreement will be for the sole and exclusive benefit of the County and the Consultant and not for the benefit of any other party.

5. INDEPENDENT CONTRACTOR.

A. The Consultant may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as it deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Consultant shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County,

in in compliance with any and all applicable Federal, State or Local Laws and Regulations. The Consultant shall expressly advise the Assistants of the terms of this Agreement.

B. It is expressly agreed that the relationship of the Consultant and its Assistants to the County be that of independent contractors. The Consultant's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Consultant and its Assistants, in accordance with their status as independent contractors, covenant and agree that the Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

C. The Consultant warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Consultant the County agree that the Consultant is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.

D. The Consultant's Assistants shall not be eligible for compensation from the County due to illness, vacation, attendance at school or special training or a professional convention or meeting.

E. The Consultant acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.

F. The Consultant shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to it or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to its form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA).

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

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

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

6. INDEMNIFICATION.

A. To the fullest extent permitted by law, the Consultant, its successors, assigns and guarantors, shall indemnify, hold harmless, release and defend the County (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including allegations, actions, demands, proceedings, suits, claims, damages, injuries, settlements, losses or costs [including legal costs, attorneys' fees, claim adjusting and handling expense]) (hereinafter, collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to the Consultant's or its Assistants' negligence, recklessness, or willful misconduct in the performance of Services, including anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and any injury or damages claimed by any of the Consultant's and its Assistants' employees.

B. Insurance provisions in this Agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

7. INSURANCE.

A. Prior to the execution of this Agreement, The Consultant shall purchase, and shall maintain throughout the term of this Agreement, insurance of the following types of coverage and limits of liability, or combinations of coverage that provide at least the amount required herein, with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

i. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate. The annual aggregate shall apply separately to each project the Consultant performs for the County.

a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

b. Oneida County, its, appointed and elected officials, its employees, and all other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention,

maintained by or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.

- c. Such insurance shall contain standard separation of insureds provisions.
- ii. Professional Liability (Errors and Omissions) coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The annual aggregate shall apply separately to each project the Consultant performs for the County.
- iii. Business Automobile Liability (BAL) coverage with a combined single limit of not less than \$2,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
 - a. Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.
- iv. Commercial Umbrella coverage with limits of at least \$5,000,000.
 - a. Umbrella coverage shall include as additional insureds all entities that are additional insureds on the CGL.
 - b. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insureds.
- v. Workers' Compensation and Employer's Liability. Statutory limits apply.

B. Waiver of Subrogation. The Consultant waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, BAL, Umbrella Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

C. Certificates of Insurance. Prior to the start of any work, the Consultant shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's policies where required. The Consultant shall provide full policy documents and any other information regarding its insurance coverages upon request by the County. The Consultant shall not perform any Services under this Agreement until the Consultant has obtained the required insurance and the same has been approved by the County. If the Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish the County any required proof that adequate insurance has been

procured and is in force and paid for, the County shall have the right, at the County's election, to forthwith terminate this Agreement immediately without any financial or contractual obligation to the Consultant. As a result of such a termination, the County reserves the right to engage another consultant to perform the Services. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

D. No Representation of Coverage Adequacy. By requiring insurance, the County does not represent that coverage and limits will be adequate to protect the Consultant. The County reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve the Consultant from, nor may it be construed or considered a waiver of the Consultant's obligation to maintain the required insurance at all times during the performance of this Agreement.

E. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Agreement by keeping coverage in force using the effective date of this Agreement as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Agreement, and can never be after the effective date of this Agreement. Upon completion or termination of this Agreement, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Agreement.

F. Policy Deductibles and/or Self-Insured Retentions. The policy requirements may provide coverage which contain deductibles or self-insured retention amounts. These deductibles or self-insured retention must not be applicable with respect to the policy limits provided to the County. The Consultant is solely responsible for any deductible or self-insured retention amount required by its policies. The County, at its option, may require the Consultant to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

G. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Consultant must execute a written agreement with the subcontractor containing the same indemnification clause and insurance requirements as stated in this Agreement protecting the County and the Consultant. The Consultant is responsible for executing the agreement with the subcontractor and obtaining Certificates of Insurance verifying the insurance requirements. The Consultant is further responsible for verifying and ensuring there is no limitation on the County's, or any other party required by the County's, rights and coverage as additional insureds on the subcontractor's policies. The Consultant shall fully indemnify and hold harmless the County for any loss of expense incurred by the County for its failure to fulfill this obligation.

8. SEVERABILITY AND AUTHORITY.

A. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Agreement will remain in full force and effect and the term or provision will be considered to be deleted.

B. Authority. Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

9. WAIVER. The Consultant agrees that waiver by the County of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.

10. ADVICE OF COUNSEL. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.


11. FAA AND NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS. The parties will comply with the most recent Airport Aid Program - A/E Services Required Federal Contract Provisions, a copy of which is attached hereto as **Exhibit D**, and any updates thereto that may be enacted. The parties will comply with the most recent New York State Department of Transportation Requirements, a copy of which is attached hereto as **Exhibit E**, and any updates thereto that may be enacted.

WITNESS THE EXECUTION HEREOF, on the day and year first herein above written.

COUNTY

Anthony J. Picente, Jr.
County Executive

CONSULTANT



Kirsten Cerro
Eastern Region Aviation Service Group Manager

Approved:

Amanda Lynn Cortese-Kolasz
Special Assistant County Attorney

EXHIBIT A

AIRPORT CAPITAL IMPROVEMENT PLAN (ACIP)

Project Description/Narrative	NPR	Work Code	Federal Funds (\$1,000)					Supplemental Discretionary	State Matching Funds (\$1,000)	Local (\$1,000)		State funded only	Totals (\$1,000)	Environmental Type	Environmental Status	Comments
			Entitlement	Cargo Entitlement	Discretionary	State Apportionment	PFC			Other						
2020																
Reconstruct Runway 15-33- Phase 3 (Construction)	01	RC RW IM	\$ 150		\$ 4,350			\$ 250		\$ 250		\$ 5,000	EA		App 9/30/15	
												\$ -	Cater			
Total FY2020			\$ 150	\$ -	\$ 4,350	\$ -	\$ -	\$ 250	\$ -	\$ 250	\$ -	\$ 5,000				
2021																
Remove Obstructions (Design)	08	RP RW OH	\$ 15		\$ 120			\$ 0		\$ 0		\$ 150	EA			EA under FAA review and determination
Remove Obstructions (Easements)	08	RP RW OH	\$ 135					\$ 0		\$ 0		\$ 150	EA			EA under FAA review and determination
Construct New Taxiway "E" Connector (Construction)	71	RT TW CO			\$ 1,350			\$ 75		\$ 75		\$ 1,500	Cater		App 11/5/18	
Vertiport (Design)	70	CA GE CO			\$ 90			\$ 5		\$ 5		\$ 100	Cater			
Apron 1 & 2 Rehab (Drainage) Phase 1 (Design)	69	RE AP IM			\$ 450			\$ 25		\$ 25		\$ 500	Cater			
Total FY2021			\$ 150	\$ -	\$ 2,010	\$ -	\$ -	\$ 120	\$ -	\$ 120	\$ -	\$ 2,400	Cater			
2022																
Remove Obstructions (Construction)	08	RP RW OH	\$ 150		\$ 1,200			\$ 75		\$ 75		\$ 1,500	EA			EA under FAA review and determination
Reconfigure/Reconstruct Taxiway A and Connecting Taxiway at Apron 1 & 2 (Design)	76	RC TW IM			\$ 405			\$ 22.5		\$ 22.5		\$ 450	EA			
Vertiport (Construction)	70	CA GE CO			\$ 540			\$ 30		\$ 30		\$ 600	Cater			
Apron 1 & 2 Rehab (Drainage) Phase 1 (Construction)	69	RE AP IM			\$ 5,490			\$ 305		\$ 305		\$ 6,100	Cater			
												\$ -				
Total FY2022			\$ 150	\$ -	\$ 7,635	\$ -	\$ -	\$ 433	\$ -	\$ 433	\$ -	\$ 8,650				
2023																
Reconfigure/Reconstruct Taxiway A and Connecting Taxiway at Apron 1 & 2 (Construction)	76	RC TW IM	\$ 150		\$ 4,350			\$ 250		\$ 250		\$ 5,000	Cater			
Reconfigure/Reconstruct Taxiway D, H & G (Design)	76	RC TW IM			\$ 270			\$ 15		\$ 15		\$ 300				
												\$ -				
												\$ -				
Total FY2023			\$ 150	\$ -	\$ 4,620	\$ -	\$ -	\$ 265	\$ -	\$ 265	\$ -	\$ 5,300				
2024																
Reconstruct Taxiway E (Maintenance Run-Up Area) (Design)	76	RC TW IM	\$ 150		\$ 75			\$ 13		\$ 13		\$ 250	Cater			Work Code: RC TW IM; NEPA needs to be submitted
Reconfigure/Reconstruct Taxiway D, H & G (Construction)	76	RC TW IM			\$ 2,250			\$ 125		\$ 125		\$ 2,500				
												\$ -				
												\$ -				
Total FY2024			\$ 150	\$ -	\$ 2,325	\$ -	\$ -	\$ 138	\$ -	\$ 138	\$ -	\$ 2,750				
2025																
Reconstruct Taxiway E (Maintenance Run-Up Area) (Construction)	76	RC TW IM	\$ 150		\$ 2,325			\$ 130		\$ 130		\$ 2,750	Cater			Work Code: RC TW IM
												\$ -				
												\$ -				
												\$ -				
Total FY2025			\$ 150	\$ -	\$ 2,325	\$ -	\$ -	\$ 138	\$ -	\$ 138	\$ -	\$ 2,750				

EXHIBIT B
RATE AND FEE SCHEDULE

EXHIBIT C

FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

The following provisions, if applicable, are hereby included in and made part of the attached Agreement between Oneida County (“Sponsor”) and C&S Engineers, Inc. (“Consultant”).

It is understood by the Sponsor and the Consultant that the Federal Aviation Administration (FAA) is not a party to this Agreement and will not be responsible for any project costs except as should be agreed upon by Sponsor and the FAA under a Grant Agreement for a project.

1. ACCESS TO RECORDS AND REPORTS. (Reference; 2 CFR § 200.326, 2 CFR § 200.333)

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the FAA and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))

Any violation or breach of terms of this Agreement on the part of the Consultant or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties to this Agreement. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS PROVISIONS- GENERAL. (Reference: 49 USC § 47123)

The Consultant shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property: real property or interest therein; structures or improvements thereon.

In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of

similar services or benefits; or (b) the period during which the Airport sponsor or any transferee retains ownership or possession of the property.

4. CIVIL RIGHTS - TITLE VI ASSURANCES.

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Consultant") agrees as follows:

A. **Compliance with Regulations.** The Consultant shall comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. **Non-discrimination.** The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

D. **Information and Reports.** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance.** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this Agreement, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
- ii. Cancelling, terminating, or suspending a contract, in whole or in part.

F. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and

leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

5. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant shall accomplish this by:

- A. Checking the System for Award Management at website: <http://www.sam.gov>
- B. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror).
- C. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

6. CLEAN AIR AND WATER POLLUTION CONTROL. (Reference: 2 CFR 200 Appendix 11(G))

Consultant and subcontractors agree:

- A. That any facility to be used in the performance of this Agreement or a subcontract, or to benefit from this Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

C. That, as a condition for the award of this Agreement, the Consultant or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

D. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE).

A. Contract Assurance - The Consultant and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

B. Prompt Payment - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Consultant receives from Sponsor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

8. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).
(Reference: 29 USC§201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities, namely the U.S. Department of Labor – Wage and Hour Division.

9. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference; 49 CFR part 20, Appendix A)

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- i. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. (Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities, namely the U.S. Department of Labor – Occupational Safety and Health Administration.

11. TERMINATION OF CONTRACT. (Reference: 49 CFR § 18.36(i)(2))

A. The Sponsor may, by written notice, terminate this Agreement in whole or in part at any time, either for the Sponsor's convenience or because of failure by the Consultant to fulfill its obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the Sponsor.

B. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

C. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

D. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph B of this clause.

E. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

12. TRADE RESTRICTION. (Reference: 49 CFR part 30)

The Consultant or subcontractor, by submission of an offer and/or execution of this Agreement, certifies that it:

- A. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- B. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- C. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the Sponsor cancellation of this Agreement of the subcontract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of this Agreement or any subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

13. TEXTING WHEN DRIVING. (References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease

crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Consultant shall promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Consultant shall include these policies in each third party subcontract involved on this project.

14. VETERAN'S PREFERENCE. (Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the Individuals are available and qualified to perform the work to which the employment relates.

Exhibit D
AIRPORT AID PROGRAM

A/E SERVICES REQUIRED FEDERAL CONTRACT PROVISIONS

For purposes of this schedule the term “Contractor” or “Consultant” shall refer to “Consultant” as that term is defined in the Agreement to which this schedule is attached.

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Sponsor will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Sponsor reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Sponsor elects to terminate the contract. The Sponsor’s notice will identify a specific date by which the Contractor must correct the breach. Sponsor may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Sponsor’s notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES.

Title VI Solicitation Notice:

The Sponsor in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts, and authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor

or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. Sponsor encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, Sponsor encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Not Used.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

TERMINATION OF CONTRACT

Termination for Convenience-The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Contractor must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates,

summaries, and other documents and materials prepared by the Contractor under this contract, whether complete or partially complete. Sponsor agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services. Sponsor further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default-Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Sponsor: The Sponsor may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Sponsor approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Sponsor agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the contract.

In the event of termination due to Sponsor breach, the Engineer is entitled to invoice Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination

action. Sponsor agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

END OF SCHEDULE

Exhibit E

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

A. Standard Clauses For All New York State Contracts (Appendix A).

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and

constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the

final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for

tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially

produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

27. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

END OF SCHEDULE

ADDENDUM I - STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this _____ day of _____, 2021, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal

grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply

with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

- ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees

to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
- iii. There is a material change in the business practices and procedures of the County.

- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in

said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

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

the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

- a. For the purposes of this provision, the “use of tobacco” shall include:

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

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

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

Updated: 11/8/2018



PROPOSAL PRICING

TERM AGREEMENT EXHIBIT "B"

C&S ENGINEERS, INC.

ARCHITECTURAL, ENGINEERING & CONSTRUCTION SERVICES
GRIFFISS INTERNATIONAL AIRPORT

SERVICE GROUP MGR: KIRSTEN CERRO
FACILITY MANAGER: CHRIS BRUBACH
Ralph Napolitano

CLIENT: ONEIDA COUNTY, NEW YORK
CLIENT ADDRESS: 800 PARK AVE. UTICA, NEW YORK 13501

BILLING RATES: (1/2021-1/2022)
C&S CLIENT NUMBER: 146.GEN

DIRECT LABOR HOURLY RATE SCHEDULE

LABOR CATEGORY	BILLING RATE	*ANNUAL LABOR INCREASES ALLOWED BY AGREEMENT, MAXIMUM 5% PER YEAR
Senior Vice President	\$426.00	
Vice President	\$360.00	
Service Group Manager	\$300.00	
Department Manager	\$239.00	
Senior Principal Engineer	\$354.00	
Principal Engineer	\$200.00	
Managing Engineer	\$200.00	
Chief Engineer	\$184.00	
Senior Project Engineer	\$165.00	
Project Engineer	\$147.00	
Engineer	\$129.00	
Staff Engineer	\$115.00	
Managing Architect	\$184.00	
Senior Project Architect	\$166.00	
Project Architect	\$135.00	
Architect	\$121.00	
Program Manager	\$180.00	
Senior Project Landscape Architect	\$140.00	
Managing Project Scientist	\$181.00	
Senior Project Environmental Scientist	\$150.00	
Project Environmental Scientist	\$130.00	
Environmental Scientist	\$120.00	
Geologist	\$108.00	
Senior Project Designer	\$138.00	
Senior Designer	\$113.00	
Designer	\$104.00	
Designer Technician	\$72.00	
Senior Program Coordinator	\$120.00	
Grants Administrator	\$106.00	
Assistant Grants Administrator	\$89.00	
Managing Director	\$288.00	
Director	\$261.00	
Associate Director	\$245.00	
Principal Consultant 2	\$181.00	
Principal Consultant 1	\$166.00	
Senior Consultant 2	\$138.00	
Senior Consultant 1	\$129.00	
Consultant 2	\$150.00	
Consultant 1	\$130.00	
Senior Construction Supervisor	\$239.00	
Construction Supervisor	\$193.00	
Resident Project Representative IV	\$170.00	
Resident Project Representative III	\$153.00	
Resident Project Representative II	\$137.00	
Resident Project Representative I	\$122.00	
Resident Engineer	\$193.00	
Technical Administrator	\$110.00	
Senior Technical Administrator	\$118.00	
Director of BIM Services	\$172.00	
BIM Services Manager	\$126.00	
Senior GIS Analyst	\$117.00	
GIS Analyst	\$108.00	
Office Coordinator	\$80.00	
Intern	\$62.00	

OUT OF POCKET EXPENSES:

TRAVEL, BY AUTO (PER MILE):
\$0.575 /MILE (IRS RATE)

PER DIEM:
\$151.00 /DAY (IRS RATE)

- These rates are all-inclusive (direct salary costs, overhead and profit).
- Reimbursable expenses (travel, mileage, meals, etc.) will be paid pursuant to these contracts.
- Any sub-consultant fees associates with your services will be paid as a direct pass through without any additional mark-up or administrative fee.
- Rates shall be reviewed annually and provided to Oneida County for review prior to updating the rates. The new rates shall be effective on the 1st day of January for all new projects.



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

March 4, 2021

Mr. Ed Arcuri
Griffiss International Airport
660 Hangar Road, Suite 223
Rome, NY 13441

Re: General Engineering Consulting Services
Griffiss International Airport
Apron 1&2 Reconstruction – Phase I Project
Drainage Replacement and Center Core Pavement
DRAFT Task Order #H XXXXX

File: 146.157.001

Dear Mr. Arcuri:

C&S Engineers, Inc. is pleased to submit this proposal for Design of the Apron 1&2 Reconstruction – Phase I Project at Griffiss International Airport (RME). C&S will provide professional services as described below and in accordance with the Agreement for Consultant Services between Oneida County, New York (OWNER) and C&S Engineers, Inc. (CONSULTANT), dated MONTH, XX, 2021, for providing general engineering consulting services.

1. DESCRIPTION OF SERVICES: See Scope of Work, Schedule A.
2. PERIOD OF SERVICES: Service shall be provided starting on the date this Letter of Authorization is signed by Oneida County and follow the schedule outlined in Schedule A, unless an extension of time is otherwise approved.
3. PAYMENT FOR SERVICES: The estimated cost for providing the services described in this proposal is \$293,500.00, hourly rate schedule/lump sum contract, as outlined in attached SCHEDULE “B”:
4. SPECIAL REQUIREMENTS: The following Special Requirements for the Project shall serve to amend affected portions of the basic Agreement where applicable, the unaltered portion thereof to remain in force: None

OWNER

ONEIDA COUNTY, NEW YORK

By: _____
Hon. Anthony J. Picente, Jr.

Title: County Executive

Date: _____

ENGINEER

C&S ENGINEERS, INC.

By: _____
Kirsten Cerro, P.E.

Title: Eastern Region Service Group Manager

Date: _____

Oneida County Attorney

ATTACHMENTS:

Schedule A – Scope of Work

Schedule B – Architectural/ Engineering Cost Summary, Design Phase

SCHEDULE A

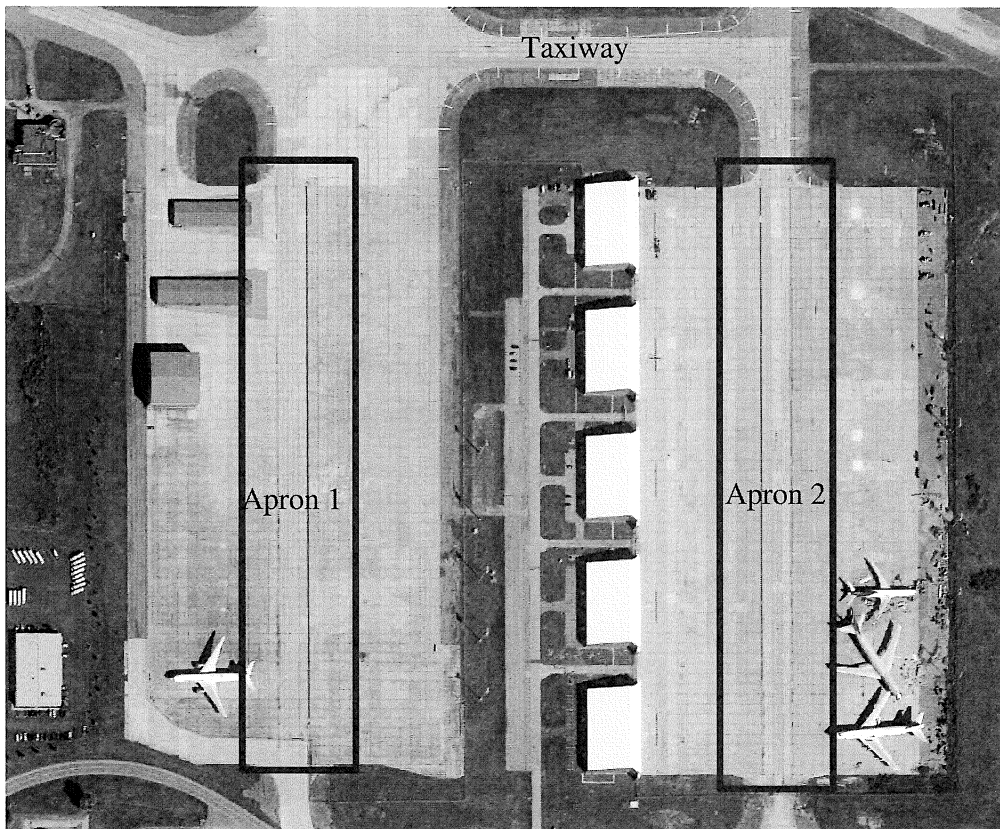
SCOPE OF WORK

Project Title: Apron 1 & 2 Reconstruction- Phase I
(Drainage Replacement and Center Core Pavement)
Airport Name: Griffiss International Airport (KRME)
Services Provided: Design

Project Description:

The CONSULTANT shall provide required services to design the Apron 1&2 Reconstruction, Phase I project (the "Project"). The Project will be performed and constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and the New York State Department of Transportation (NYSDOT).

Project Site



Project includes rehabilitation of the center portion of Apron 1 & 2 and replacement of the associated storm water trench drains. The area on each Apron is approximately 1,450 feet long by 100 feet wide for a total area of 32,000 SY.

Reconstruction alternatives will be explored during schematic design. Design will include gathering data and determining the reconstruction methods. Project tasks will likely include pavement excavation of concrete pavement, stone subbase placement, placement of bituminous asphalt pavement with FAA item

P-401. The project will also include replacement of the existing storm water trench drains that run the length of each apron with a new closed drainage system. The project will be constructed under a single General Construction contract with a single base bid and possible add-on bids.

The primary work associated with phase I of the apron reconstruction is to replace the storm water trench drains that run down the center of the aprons. The existing trench drains are crumbling and the grates are no longer secured down. There have been many instances where a grate has come dislodged or falls in thereby creating a surface hole on the apron surface. This is a clear safety issue and must be addressed on both aprons under the phase I work. Originally constructed in the 1950's, the condition and strength of the apron pavement system at Griffiss International Airport is failing and in need of repair and replacement. Large and small patches, joint spalls, shrinkage cracks, scaling, LTD cracks, corner cracks, shattered slabs and joint seal damage is evident.

Services to be provided by the CONSULTANT shall include civil, structural, and geotechnical engineering services, as applicable, required to accomplish the following items ("Basic Services"):

PROJECT MANAGEMENT PHASE

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Review the current Airport Layout Plan (ALP) to ensure the project is consistent with the document.
2. During the Design Phase, to aid the Sponsor by acting as its liaison and Project coordinator with the funding agencies. This does not eliminate the need for sponsor's participation, communication and official correspondence when relevant.
3. The construction budget for the Project is \$7,000,000. The Consultant shall evaluate the feasibility of this budget, based upon the Consultant's experience as a design professional, and keep the Sponsor apprised during each phase of the Project of the results of such evaluation. The Consultant shall advise the Sponsor as to options available for reducing construction costs to stay within the budget, if it appears likely that contractor bid prices will exceed this budget.
4. Perform project management duties such as project planning, invoice preparation, schedule coordination and coordination of design team.
5. Provide to the SPONSOR monthly project status reports (C&S standard, not FAA). Provide quarterly project status reports to the FAA using FAA forms.
6. Schedule coordination- consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract. The schedule will include FAA review timeframes, milestones and deadlines.
7. The design schedule is anticipated to be as follows:

Date or Time from Receipt of NTP

Contract Execution	September 2021
Notice to Proceed (NTP)	October 2021
Schematic Design	60 days
Preliminary Design	120 days
Final Design	180 days

GRANT ADMINISTRATION PHASE

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project grant coordinator with FAA and NYSDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Grant project set-up for Oneida County, Federal Aviation Administration and the NYSDOT.
2. Preparation of grant application packages for the project; coordination of the execution by the SPONSOR; and submission to the funding agencies.
3. Preparation of Disadvantage Business Enterprise (DBE) required annual Uniform Report of DBE Accomplishments as required by recipients of FAA Airport Improvement Program funds for three year term, including a Shortfall Analysis, as needed, to the Sponsor and FAA for this design project. Preparation of the SPONSOR's DBE plan and DBE goal is not included in this project.
4. Preparation of the SPONSOR's DBE plan and goal in accordance with Title 49 Code of Federal Regulations part 26 (49 CFR 26).
5. Prepare quarterly progress reports for submission to the FAA.
6. Preparation of reimbursement request packages; coordination of their execution by the SPONSOR; and submission to the funding agencies.
7. Preparation of the FAA grant closeout package for this project.

SCHEMATIC DESIGN PHASE

The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, review of the pre-application, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the SPONSOR, FAA and NYSDOT to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project. Review Apron Trench Drain Investigation report, dated June 22, 2012.
3. Perform a preliminary Project site inspection to further familiarize the design team with Project areas.
4. Identify potential sustainable design and construction options, methods and materials that could be utilized in the project and contribute to the SPONSOR's objectives using the CONSULTANT's internally developed Sustainable Initiatives Matrix. Prepare cost analysis and comparisons for review and SPONSOR selection.
5. Prepare preliminary plans identifying required topographic field surveys and other field investigative programs. Develop a schedule of completion of required surveys and investigations to minimize interference with airport and tenant operations. Coordinate schedule with SPONSOR and supervise programs at the Project site as necessary.
6. Acquire the necessary topographic survey of and utility data for, the Project site, including related office computations and drafting. The survey area is estimated at 34 acres.

7. Use existing soils and existing pavement investigation data, including borings, pavement cores, as well as field and laboratory tests, to identify existing pavement conditions and subsurface soil characteristics. Geotechnical investigation was completed as part of the Apron Trench Drain Investigation Project in 2012.
8. Perform a preliminary environmental review, including the collection and review of available documents such as published wetland maps, soil conservation survey maps, and previous master plan and environmental archaeological studies, to identify potential impacts the Project may have on the environment.
9. Complete appropriate NEPA and SEQR forms and prepare and submit letters to governmental agencies requesting their review and determination regarding what, if any, impact the Project is expected to have on sensitive environmental areas. Conduct wetland delineation and mapping; archaeological and other environmental investigations as required by governmental agencies during the SEQR review process. The cost of these services, if required, is not included in the CONSULTANT's original Scope of Services and shall therefore be an Additional Service.
10. Analyze data obtained from subsurface soils and existing pavement investigation program and determine properties of existing pavement and soil materials. Document results of program, existing conditions, and recommendations in the design report.
11. Develop pavement design in accordance with FAA advisory circular 150/5320-6, latest edition. Pavement design to include two alternatives for pavement reconstruction including asphalt concrete and Portland cement concrete. Design will include documentation of traffic use of the pavement provided by the sponsor and from the most recent Airport Master Plan and extrapolated for the 20-year design period. CONSULTANT will use FAA software FAARFIELD to perform design analysis.
12. Develop schematic designs, including preliminary pavement horizontal geometric layouts.
13. Develop an outline of general and technical specifications FAA AC 150/5370-10 or other sources as applicable.
14. Prepare preliminary opinion of probable construction costs for each major element of the Project.
15. Identify potential Modifications to FAA Standards as potentially applicable for specifications or other FAA Advisory Circulars.
16. Develop a draft Construction Safety Phasing Plan (CSPP) that endeavors to limit interference by the Project's construction with airport and tenant operations.
17. Submit schematic design to the sponsor, FAA and NYSDOT for their review.
18. Schedule and conduct a schematic design review meeting with the SPONSOR to review the schematic design and potential for Modifications to FAA Standards.

PRELIMINARY DESIGN

The services to be performed during this Phase consist generally of services required to furnish the SPONSOR with a set of Preliminary Plans, Specifications, and Engineer's Report.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Using FAA online AGIS tool, submit requests for Modifications to FAA Standards, if applicable.
2. Conduct site inspections to verify topographic survey and other Project-related existing physical features and facilities.
3. Finalize horizontal pavement geometrical layouts and place sufficient information on drawings to

layout proposed pavements in field during construction.

4. Develop preliminary three-dimensional design in order to develop pavement centerline profiles, typical sections, and other grading details for the proposed work.
5. Develop preliminary drainage designs, including computation of surface water runoff volumes, and layout facilities necessary to accommodate expected flows.
6. Develop preliminary airfield marking layouts.
7. Develop preliminary designs of structural Project elements, such as catch basins and manholes.
8. Update draft CSPP based on preliminary design.
9. Develop a draft storm water pollution prevention plan that encompasses all phases of the project.
10. Prepare preliminary Contract Drawings (approximately 50% complete) providing sufficient detail for review of design concepts by the SPONSOR, FAA and NYSDOT.
11. Develop general specifications using FAA standards from FAA AC 150/5370-10.
12. Develop technical specifications expected to be required for the proposed work using FAA standards from FAA AC 150/5370-10.
13. Incorporate selected sustainability measures into specifications where appropriate.
14. Update opinion of probable construction cost to reflect the outcomes of preliminary Project design.
15. Prepare written design report documenting items such as design concepts, assumptions, and alternative designs. Identify conflicts with or deviations from FAA standards for design items, and request a waiver from the FAA if necessary. The basic outline of this report will follow Schedule "F".
16. Develop changes to airport signage and marking plans, on files provided by the SPONSOR. Submit a draft final signage and marking plan to the SPONSOR and FAA for their review
17. Perform an internal quality control review on all design documents.
18. Submit sufficient copies of preliminary design documents to the SPONSOR, FAA and NYSDOT for their review and comment.
19. Schedule and conduct a preliminary design review meeting to discuss and resolve SPONSOR FAA and NYSDOT comments.

FINAL DESIGN PHASE

The services included under this Phase shall generally consist of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with SPONSOR, FAA and NYSDOT comments and then completion of the final design. Plans and Specifications, suitable for unit price bidding, will be completed; final design will be coordinated with the SPONSOR, FAA and NYSDOT and a complete set of bid documents will be furnished to the SPONSOR, FAA and NYSDOT. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Safety and Phasing Plan will be included as part of the Contract Documents.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize three-dimensional design in order to finalize pavement centerline profiles, typical sections, and other grading details for the proposed work.
2. Finalize pavement designs.

3. Detail and finalize pavement keyways, rehabilitation details and pavement sections.
4. Finalize drainage designs and layouts and detail pipe and drainage structure installations.
5. Finalize structure designs and detail Portland cement concrete, reinforcing bar, and other related installations.
6. Finalize pavement marking layouts, and detail installations.
7. Prepare final Contract Drawings on 22" x 34" or 11" x 17" Paper. It is anticipated that the final drawings will consist of the following sheets:

Approx. Number of Sheets	Name
1	Title Sheet
1	Quantities for Canvass of Bids and Sheet Index
1	General Notes and Legend
1	General Plan
1	Construction Safety Phasing Plans
1	Construction Safety Phasing Details
4	Demolition Plans
4	Geometry Plans
4	Grading Plans
1	Profiles
4	Drainage Plans
1	Typical Sections
1	Pavement Details
2	Drainage Details
1	Civil Details
4	Marking Plans
33	TOTAL SHEETS

8. Perform a detailed quantity takeoff of all bid items to be included on the Contract Drawings and in the General Specifications of the Contract Documents.
9. Finalize General Specifications.
10. Finalize written Technical Specifications for all construction materials and installations. FAA standard technical specifications shall be used whenever possible, with supplemental specifications developed by the consultant.
11. Prepare specifications to assess, handle, and dispose of potentially contaminated soil and groundwater. Assist with quantifying contaminated materials and costs and include on contract drawings. The Apron includes abandoned flush mounted fuel hydrants and served as a fueling area under USAF operations.
12. Finalize CSPP and include in Specifications and on the Contract Drawings.
13. Submit a final signage and marking plan to the SPONSOR for their submission to FAA Part 139 certification inspector.
14. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs. Add alternates will be included to allow for FAA funding flexibility as needed.
15. Finalize design report to be consistent with the final design.
16. Prepare soil erosion control plan and stormwater pollution control plan and submit required documents to comply with soil erosion stormwater permit requirements for construction projects.

17. Submit both the construction safety phasing plan and 7460 form for temporary construction equipment electronically to the FAA using the FAA's online portal.
18. Perform final internal quality control review on all design documents.
19. Submit draft final documents to the SPONSOR, FAA and NYSDOT for final review and comment.
20. Schedule and conduct draft final review meeting with the SPONSOR, FAA and NYSDOT to discuss and resolve final comments.
21. Reproduce and submit sufficient copies of bid documents to SPONSOR for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications. Soils investigation data shall also be provided to bidders for informational purposes.

BID PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the SPONSOR publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the SPONSOR during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist the SPONSOR in the advertisement of the Project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
3. Schedule and conduct pre-bid conference(s) by the SPONSOR and advise the SPONSOR on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SPONSOR's approval.
5. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, "Buy American" certificate, subcontractors and suppliers list, Disadvantaged Business Enterprise (DBE) certification, eligibility certification, corporate bidder's certification, non-discrimination statement and nonsegregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment, and financial statement. Formal contact of the contractor's references shall be made upon SPONSOR's request or if the contractor has no past working relationship with the CONSULTANT, the SPONSOR, FAA and NYSDOT.
6. Prepare final bid tabulation, recommendation/rejection of award to the SPONSOR, and a sample award letter. Upon bid opening, the consultant will make our recommendation to award in a letter to the sponsor. If the sponsor accepts the recommendation, they will make a reasonableness of cost determination. In a letter to the ADO, the sponsor will provide their recommendation to award and request ADO approval.
7. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract; review contractor's bonds, insurance certificates, and DBE plan; review contractor's submission with SPONSOR; coordinate SPONSOR's execution of the contract; and assist in distributing paper and electronic copies of executed contracts to the contractor, FAA and NYSDOT.
8. Coordinate Notice to Proceed (NTP) for construction. The sponsor will submit in a letter to the FAA with all required documentation, their request for the FAA to provide them approval to issue a Notice to Proceed (NTP). The FAA will respond in a letter approving the sponsor to issue a NTP. The sponsor will issue a NTP. Prepare a sample NTP letter for the SPONSOR to send to the

contractor.

9. Prepare final design cross-sections and digital terrain model files to provide to successful bidder.

DESIGN ASSUMPTIONS

The conditions and considerations in developing the scope and fee for the project described above include:

1. As-built drawings and/or CAD files are available. C&S has updated as-built drawings in inventory.
2. Access to the site for inspection/survey can only be performed during day hours and will be coordinated by the SPONSOR. C&S staff has required badging and training necessary for on-site field work. Site work is not located in ATCT controlled areas.
3. The scope of services assumes that FAA will perform Safety Risk Management (SRM) review based on the draft CSPP, and that a Safety Risk Management Panel (SRMP) and safety risk mitigation will not be necessary. If SRMP is determined by FAA to be necessary, the cost of these services is not included in the CONSULTANT's original Scope of Services and shall therefore be an Additional Service.
4. The scope of services assumes that the topographic survey will not be required to follow FAA AC 150/5300-16, 17 and 18. If it is determined by FAA to be necessary, the cost of these services is not included in the CONSULTANT's original Scope of Services and shall therefore be an Additional Service. Uploading the design phase survey data on the AGIS website will not be required.
5. Cost evaluations will be based on bid prices from recent project at the airport and other similar regional airports.
6. Preparation of one (1) bid package for public bidding. SPONSOR will advertise the Project and issuance of bid documents.
7. Government agency fees for processing and permits are to be provided by SPONSOR. SPONSOR to coordinate and submit permit application, if required.
8. Soil and groundwater are not contaminated.
9. No subsurface observations are included in this proposal. Existing information acquired around the airfield and provided by record drawings will be used for foundation design. CONSULTANT will notify SPONSOR if additional geotechnical investigation is required.

DESIGN EXCLUSIONS

The scope and fee for the project described above excludes the following items, which can be provided for an additional fee, if requested:

1. Subsurface observations, geotechnical investigations and report.
2. Investigations and/or soil sampling for contaminants, hazardous material testing, and remediation design.
3. Underground utility inspections using a video camera.
4. Construction support services including construction administration, materials testing, quality assurance services, and record drawings reproduction.
5. Any services not specifically identified in this scope of work are not anticipated and excluded.

END OF SCHEDULE A



**ARCHITECTURAL/ENGINEERING
COST SUMMARY
SCHEDULE "B"
DESIGN PHASE**

PROJECT NAME: APRON 1 & 2 RECONSTRUCTION- PHASE I
 PROJ DESCRIPTION DRAINAGE REPLACEMENT AND CENTER PAVEMENT
 CLIENT: ONEIDA COUNTY
 CLIENT MANAGER: EDWARD ARCURI

DATE: 04-Mar-21
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: 146.157.001
 C&S CONTACT: R. NAPOLITANO

I. ESTIMATE OF DIRECT SALARY COSTS:

TITLE	AVERAGE RATE OF PAY (\$/HR)	@	ESTIMATED HOURS	ESTIMATED COST
A. Senior Vice President	\$426.00	X	0	\$0.00
B. Vice President	\$360.00	X	0	\$0.00
C. Service Group Manager	\$300.00	X	8	\$2,400.00
D. Department Manager	\$239.00	X	40	\$9,560.00
E. Senior Principal Engineer	\$354.00	X	0	\$0.00
F. Principal Engineer	\$200.00	X	240	\$48,000.00
G. Managing Engineer	\$200.00	X	0	\$0.00
H. Chief Engineer	\$184.00	X	0	\$0.00
I. Senior Project Engineer	\$165.00	X	80	\$13,200.00
J. Project Engineer	\$147.00	X	220	\$32,340.00
K. Engineer	\$129.00	X	320	\$41,280.00
L. Staff Engineer	\$115.00	X	220	\$25,300.00
M. Senior Project Environmental Scientist	\$150.00	X	0	\$0.00
N. Senior Project Designer	\$138.00	X	384	\$52,992.00
O. Senior Designer	\$113.00	X	0	\$0.00
P. Designer	\$104.00	X	0	\$0.00
Q. Designer Technician	\$72.00	X	240	\$17,280.00
R. Senior Program Coordinator	\$120.00	X	0	\$0.00
S. Grants Administrator	\$106.00	X	40	\$4,240.00
T. Assistant Grants Administrator	\$89.00	X	80	\$7,120.00
U. Managing Director	\$288.00	X	0	\$0.00
V. Director	\$261.00	X	0	\$0.00
W. Associate Director	\$245.00	X	0	\$0.00
X. Principal Consultant 2	\$181.00	X	0	\$0.00
Y. Principal Consultant 1	\$166.00	X	0	\$0.00
Z. Senior Consultant 2	\$138.00	X	0	\$0.00
AA. Senior Consultant 1	\$129.00	X	0	\$0.00
BB. Consultant 2	\$150.00	X	0	\$0.00
CC. Consultant 1	\$130.00	X	0	\$0.00
DD. Senior Construction Supervisor	\$239.00	X	0	\$0.00
EE. Construction Supervisor	\$193.00	X	0	\$0.00
FF. Resident Project Representative IV	\$170.00	X	0	\$0.00
GG. Resident Project Representative III	\$153.00	X	0	\$0.00
HH. Resident Project Representative III	\$137.00	X	0	\$0.00
II. Resident Project Representative I	\$122.00	X	0	\$0.00
JJ. Senior Technical Administrator	\$118.00	X	0	\$0.00
KK. Office Coordinator	\$80.00	X	40	\$3,200.00
LL. Intern	\$62.00	X	0	\$0.00
TOTAL ESTIMATED DIRECT SALARY COST:				\$271,312.00



II. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:					
		10	TRIPS @	100	MILES/TRIP @	\$0.575 = \$575.00
B.	MISCELLANEOUS:					= <u>\$138.81</u>

TOTAL ESTIMATE OF DIRECT EXPENSES: \$713.81

III. SUBCONTRACTS:

A.	ESTIMATE OF TOPOGRAPHICAL SURVEYS:					\$21,474.19
	AUBERTINE & CURRIER (DBE FIRM, 7.32% CONTRIBUTION)					

IV. TOTALS:

A.	MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:					<u><u>\$293,500.00</u></u>
----	---	--	--	--	--	----------------------------

Exhibit A, Page 1
Salary Schedule

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC
PIN
Griffiss International Airport Apron 1 and 2 Topographic Survey
Onedia County, New York
Date: February 9, 2021

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		PROJECTED Jul-21	PROJECTED Jul-22	2020	2021	2022	
Project Manager	VII (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Project Engineer/Architect	VI (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Design Engineer/Architect	IV (A)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	C
Project Licensed Surveyor	VI (A)	\$61.90	\$63.76	\$60.10	\$61.90	\$63.76	A
Licensed Surveyor	IV (N)	\$33.99	\$35.01	\$33.00	\$33.99	\$35.01	C
Senior Cad Operator	III (N)	\$26.16	\$26.95	\$25.40	\$26.16	\$26.95	C
Survey Tech	III (N)	\$32.96	\$33.95	\$32.00	\$32.96	\$33.95	C
Party Chief (Office)	III (N)	\$27.21	\$28.03	\$26.42	\$27.21	\$28.03	C
Instrument Person (Office)	II (N)	\$24.72	\$25.46	\$24.00	\$24.72	\$25.46	C
Rod Person (Office)	I (N)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	C
Party Chief (Field)	III (N)	\$27.21	\$28.03	\$26.42	\$27.21	\$28.03	C
Instrument Person (Field)	II (N)	\$24.72	\$25.46	\$24.00	\$24.72	\$25.46	C
Rod Person (Field)	I (N)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	C

NOTES:
Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY:
Category A - No overtime compensation.
Category B - overtime compensated at straight time rate.
Category C - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$45.72	\$47.09	\$27.21	\$19.88	\$2.84	\$22.72
Instrument Person	II (N)	\$42.00	\$43.26	\$24.72	\$18.54	\$2.65	\$21.19
Rod Person	I (N)	\$31.13	\$32.06	\$0.00	\$32.06	\$4.58	\$36.64

Supplemental Benefits (also considered direct costs)

The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$27.09	\$5.46	\$21.63	\$0.00	\$3.09	\$24.72
Instrument Person	II (N)	\$27.09	\$5.23	\$21.86	\$0.00	\$3.13	\$24.99
Rod Person	I (N)	\$27.09	\$5.23	\$21.86	\$0.00	\$3.13	\$24.99

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC
PIN
Griffiss International Airport Apron 1 and 2 Topographic Survey
Onedia County, New York
Date: February 9, 2021

JOB TITLE	ASCE (A) OR NICET (N)	T A S K S									Total Hours	PRESENT HOURLY RATE	DIRECT TECHNICAL LABOR
	GRADE	Sect. 1	Sect. 2	Sect. 3	Sect. 4	Sect. 5	Sect. 6	Sect. 7	Sect. 8	Sect. 9			
Project Manager	VII (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Project Engineer/Architect	VI (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Design Engineer/Architect	IV (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Project Licensed Surveyor	VI (A)	0	4	0	0	0	0	0	0	0	4	\$ 61.90	\$ 247.61
Licensed Surveyor	IV (N)	0	5	0	0	0	0	0	0	0	5	\$ 33.99	\$ 169.95
Senior Cad Operator	III (N)	0	0	0	0	0	0	0	0	0	0	\$ 26.16	\$ -
Survey Tech	III (N)	0	34	0	0	0	0	0	0	0	34	\$ 32.96	\$ 1,120.64
Party Chief (Office)	III (N)	0	15	0	0	0	0	0	0	0	15	\$ 27.21	\$ 408.19
Instrument Person (Office)	II (N)	0	15	0	0	0	0	0	0	0	15	\$ 24.72	\$ 370.80
Rod Person (Office)	I (N)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Party Chief (Field)	III (N)	0	60	0	0	0	0	0	0	0	60	\$ 27.21	\$ 1,632.76
Instrument Person (Field)	II (N)	0	60	0	0	0	0	0	0	0	60	\$ 24.72	\$ 1,483.20
Rod Person (Field)	I (N)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
TOTAL		0	193	0	0	0	0	0	0	0	193		\$ 5,433.15

Exhibit B, Page 1
Estimate of Direct Non-Salary Cost

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC
PIN
Griffiss International Airport Apron 1 and 2 Topographic Survey
Onedia County, New York
Date: February 9, 2021

EXPENDABLE COSTS

1. Travel, Lodging and Subsistence

Survey Vehicle

<u>Trips to</u>	<u>trips</u>	<u>miles per trip</u>					
Site (From Watertown)	5	75 miles/trip			375		
Site (From)	0	0 miles/trip			0		

			Total Mileage-Survey Vehicle		375	@	\$ 0.560 \$ 210.00

Survey Vehicle

<u>Trips to</u>	<u>trips</u>	<u>miles per trip</u>					
County Clerk	0	142 miles/trip			0		
Site	0	0 miles/trip			0		

			Total Mileage-Survey Van		0	@	\$ 0.560 \$ -
Per Diem - (First and Last Day)	0 days @	\$ 41.25 /day					\$ -
Per Diem - (Full Day)	0 days @	\$ 55.00 /day					\$ -
Lodging -	0 nights @	\$ 192.00 /night					\$ -
Tolls -	0 trips @	\$ - /trip					\$ -
Boat Rental -	0 days @	\$ 100.00 /day					\$ -

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$ 210.00

2. Survey Personnel Costs

Prevailing Wage Differential

		Hours	@	Rate		
Party Chief	III (N)	60		\$ 22.72	\$ 1,363.25	
Instrument Person	II (N)	60		\$ 21.19	\$ 1,271.61	
Rod Person	I (N)	0		\$ 36.64	\$ -	

SUBTOTAL Wage Differential \$ 2,634.86

Supplemental Benefits

		Hours	@	Rate		
Party Chief	III (N)	60		\$ 24.72	\$ 1,483.14	
Instrument Person	II (N)	60		\$ 24.99	\$ 1,499.34	
Rod Person	I (N)	0		\$ 24.99	\$ -	

SUBTOTAL Supplemental Benefits \$ 2,982.48

TOTAL SURVEY PERSONNEL COSTS \$ 5,617.34

3. Reproduction, Drawings & Report

	<u>sheets/set</u>	<u>sets</u>	<u>cost/sheet</u>		
B & W Copies (8.5 x 11)	70	0	0.09	\$	-
B & W Copies (11 x 17)	20	0	0.18	\$	-
Color Print (8.5 x 11)	150	0	0.99	\$	-
Color Print (11 x 17)	35	0	1.98	\$	-
Blueprints (22x34)	4	0	1.3	\$	-
Mylars (22x34)	35	0	10.39	\$	-
Vellums (22x34)	35	0	10.13	\$	-

TOTAL DRAWING, REPORT, REPRODUCTION \$ -

4. Project Photos (Prints from Digital)

prints @ \$0.50 per print \$ -

5. Mailings

18 months @	0 mailings/mo.	\$2.50 per mailing	\$ -
6 months @	0 deliveries/mo.	\$15.00 per mailing	\$ -

6. Analytical Laboratory & Special Environmental Costs

7. Various Expenses

\$ 25.00
\$ 25.00

8. Bathymetric Surveying and Mapping Subconsultant for Deep Water Hydro Sections

\$ -

TOTAL DIRECT NON - SALARY COST, Items 1-7 - Carry to Exhibit C \$ 5,852.34

STAFF HOUR ESTIMATE - Project Summary
Griffiss International Airport Apron 1 and 2 Topographic Survey

Date: February 9, 2021

	PROJ. MNGR.	PROJ. ENGR./ ARCH.	DES. ENGR./ ARCH	PROJ. LIC SURV	LIC SURV.	SR. CADD OPER.	SURV. TECH.	PARTY CHIEF OFFICE	INST./ PERSON OFFICE	ROD PERSON OFFICE	PARTY CHIEF FIELD	INST./ PERSON FIELD	ROD PERSON FIELD	TASK SUB- TOTAL
SECTION 1 - GENERAL SCOPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 2 - DATA COLLECTION & ANALYSIS	0	0	0	4	5	0	34	15	15	0	60	60	0	193
SECTION 3 - PRELIMINARY DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 4 - ENVIRONMENTAL	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 5 - RIGHT-OF-WAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 6 - DETAILED DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 7 - ADVERTISEMENT, BID OPENING & AWARD	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 8 - CONSTRUCTION SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 9 - CONSTRUCTION INSPECTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	0	0	0	4	5	0	34	15	15	0	60	60	0	193

Exhibit C
Summary

Aubertine & Currier, PLLC

PIN

Griffiss International Airport Apron 1 and 2 Topographic Survey
Onedia County, New York

Date: February 9, 2021

Item IA, Direct Technical Salaries (estimated) subject to audit	\$5,433.15
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0.00
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$5,852.34
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0.00
Item III, Overhead (143%) NYSDOT Approved OH Rate	\$7,769.40
Item IV, Profit (Item IA, 50% of Item II, Less Sub and Item III) 15%	\$2,419.31
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	<u>\$0.00</u>
Total Estimate Cost	<u><u>\$21,474.19</u></u>

LOCALLY ADMINISTERED PROJECTS TASK LIST
STAFF HOUR ESTIMATE - SECTION 2, DATA COLLECTION AND ANALYSIS
 Griffiss International Airport Apron 1 and 2 Topographic Survey

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR./ ARCH.	DES. ENGR./ ARCH.	PROJ. LIC SURV	LIC SURV.	SR. CADD OPER.	SURV. TECH.	PARTY CHIEF OFFICE	INST./ PERSON OFFICE	ROD PERSON OFFICE	PARTY CHIEF FIELD	INST./ PERSON FIELD	ROD PERSON FIELD	TASK SUB-TOTAL
2.00	DATA COLLECTION & ANALYSIS														
2.01	DESIGN SURVEY - AUBERTINE & CURRIER														
	A. Ground Survey (Control and Planimetrics)														0
	Supervision and Coordination				2										2
	Travel							15	15						30
	Horizontal and Vertical Control - Static, Level Run, Tie Sheets, Traverse, BMs					1		3				10	10		24
	Topographic Survey				1	1		4				50	50		106
	Existing Bridge Survey and Data														0
	B. Photogrammetric Survey (NOT INCLUDED)														0
	C. Stream X-Section Hydraulic Survey														0
	D. Survey of Wetland Boundaries														0
	E. Supplemental Survey														0
2.02	DESIGN MAPPING - AUBERTINE & CURRIER														
	A. Import Data Collection Data														0
	Import and Review Data and Preliminary Line Work														0
	Process GPS Data and Control Data														0
	Review Survey Data QA/QC														0
	1"=20' mapping with 1 ft contours				1	2		24							27
	Existing Bridge Mapping														0
	Utility Mapping					1		3							4
	Control Sheet Mapping														0
	ROW Determination														0
	Control Tie Sheets														0
	B. Photogrammetric Survey (NOT INCLUDED)														0
	C. Stream X-Section Mapping and Data Preparation														0
	D. Wetland Boundaries														0
	E. Supplemental mapping														0
PART 2 - PRELIMINARY HIGHWAY DESIGN		0	0	0	4	5	0	34	15	15	0	60	60	0	193



January 12, 2021

Ed Arcuri
Commissioner of Aviation
Griffiss International Airport
660 Hangar Road, Suite 223
Rome, NY 13441

Re: Griffiss International Airport
Preparation of IFE for: Apron 1 & 2 Reconstruction – Phase I (Design)

File: 2014.0401.0019

Dear Mr. Arcuri:

We have completed the Independent Fee Estimate (IFE) for the above referenced project for engineering services to be provided at Griffiss International Airport. The independent fee estimate is shown below.

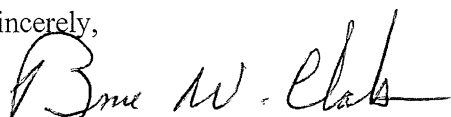
Apron 1 & 2 Reconstruction – Phase I (Design) = \$ 349,610.

Given a normally acceptable range of +/- 10%, we would expect your consultant's fee to be within the range of \$314,649 and \$384,571.

We have attached a detailed breakdown of our estimate which includes a list of tasks to be performed, man-hour estimates with rates (direct salary, overhead and profit), direct expenses and subcontracts. The fee estimates are based upon the scope of work provided with your e-mail transmission.

We are pleased to have this opportunity to provide this service for Oneida County. If you have any questions regarding the enclosed, please do not hesitate to contact our office.

Sincerely,


Bruce W. Clark
Sr. Aviation Project Manager

INDEPENDENT FEE ESTIMATE

Project Title: Griffiss International Airport - Apron 1&2 Reconstruction-Phase I
 Services: Design Phase Services
 Client: Oneida County
 File: 2014.0401.0019

12-Jan-21

	Department Manager		Sr. Project Engineer		Project Eng./Arch.		Engineer		CADD Tech/Designer.		Admin		Totals	
	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost
Project/Grants Administration and Coordination	16	\$ 3,040.00	40	\$ 7,000.00	24	\$ 3,600.00					40	\$ 3,800.00	132	\$ 18,940.00
Quality Control and Scheduling	24	\$ 4,560.00	40	\$ 7,000.00	32	\$ 4,800.00	12	\$ 1,500.00					108	\$ 17,860.00
Project Meetings	4	\$ 760.00	40	\$ 7,000.00	40	\$ 6,000.00	40	\$ 5,000.00	24	\$ 2,400.00			148	\$ 21,160.00
Collection and Review of Existing Data	4	\$ 760.00	16	\$ 2,800.00	16	\$ 2,400.00	24	\$ 3,000.00					60	\$ 8,960.00
Review of Pavement Condition & Alternatives			16	\$ 2,800.00	24	\$ 3,600.00	16	\$ 2,000.00					56	\$ 8,400.00
Pavement Design & Geometrics			8	\$ 1,400.00	32	\$ 4,800.00	40	\$ 5,000.00					80	\$ 11,200.00
Pavement Marking Design			16	\$ 2,800.00	24	\$ 3,600.00	24	\$ 3,000.00	50	\$ 5,000.00			114	\$ 14,400.00
Update Signage & Marking Plan			12	\$ 2,100.00	16	\$ 2,400.00	32	\$ 4,000.00	32	\$ 3,200.00			92	\$ 11,700.00
Drainage Design & Permitting	24	\$ 4,560.00	80	\$ 14,000.00	80	\$ 12,000.00	44	\$ 5,500.00					228	\$ 36,060.00
Construction Phasing and Safety Planning	12	\$ 2,280.00	16	\$ 2,800.00	32	\$ 4,800.00	16	\$ 2,000.00					76	\$ 11,880.00
Quantity Take-Offs and Estimates of Probable Construction Costs			8	\$ 1,400.00	16	\$ 2,400.00	16	\$ 2,000.00	24	\$ 2,400.00			64	\$ 8,200.00
Construction Drawings	16	\$ 3,040.00	80	\$ 14,000.00	160	\$ 24,000.00	240	\$ 30,000.00	280	\$ 28,000.00			776	\$ 99,040.00
Construction Specifications	16	\$ 3,040.00	20	\$ 3,500.00	56	\$ 8,400.00	32	\$ 4,000.00					124	\$ 18,940.00
Design Report	12	\$ 2,280.00	32	\$ 5,600.00	24	\$ 3,600.00	24	\$ 3,000.00	24	\$ 2,400.00	12	\$ 1,140.00	128	\$ 18,020.00
Bidding Phase Services			12	\$ 2,100.00	32	\$ 4,800.00	40	\$ 5,000.00	2	\$ 200.00	16	\$ 1,520.00	102	\$ 13,620.00
Sub-total	128	\$ 24,320.00	436	\$ 76,300.00	608	\$ 91,200.00	612	\$ 76,500.00	436	\$ 43,600.00	68	\$ 6,460.00	2288	\$ 319,380.00

Direct Non-Salary Costs	
Expenses	
Express Mail/Copies	\$ 500.00
Airfare	\$ -
Travel: 4 Trips @ 100 Miles	\$ 228.00
Misc.	\$ 502.00
Sub-total	\$ 1,230.00
Subcontractors	
Surveying	\$ 30,000.00
Pavement Testing, HWD/JCI	\$ -
Geotechnical	\$ -
Sub-total	\$ 30,000.00

Prime Consultant Total \$319,610.00
 Subcontractor Total \$30,000.00
Total - Design Phase Services \$349,610.00



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

March 3, 2021

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

FN 20 21-065

GOVERNMENT OPERATIONS

Re: Gustave W. Boucher, d/b/a L.G. Boucher

WAYS & MEANS

Dear County Executive Picente:

The Oneida County Law Department has utilized the services of an outside Claims Administrator for many years. These services are essential to ensure the proper handling of all legal claims made against the County, which are ultimately funded by its taxpayers, as well as claims the County makes to its insurance carrier.

Previously, the County utilized the services of Gustave W. Boucher, d/b/a L.G. Boucher. As this contract expired, my department issued a Request for Proposal (RFP) for these services in accordance with the Oneida County Procurement Policy. L.G. Boucher was the only respondent.

Despite being the only respondent to the RFP, L.G. Boucher has agreed to reduce its fee by five percent (5%) from the previous contract. This reduction results in a savings of three thousand dollars (\$3,000.00) per year, for a total of fourteen thousand dollars (\$14,000.00).

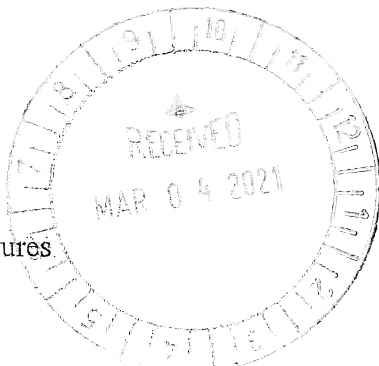
The enclosed agreement commences on May 1, 2021 and expires on December 31, 2025, but may be terminated at any time, without cause, upon sixty (60) days' written notice.

If this agreement meets with your approval, I respectfully request that you forward it to the Board of Legislators for action at their next meeting.

Respectfully submitted,

Peter M. Rayhill
Peter M. Rayhill

Enclosures



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

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

Date 3-3-21

Oneida Co. Department: County Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Gustave W. Boucher, d/b/a L.G. Boucher
P.O. Box 570
Galway, New York 12074

Title of Activity or Service: Claims Administration

Proposed Dates of Operation: May 1, 2021 – December 31, 2025
Contract may be terminated at any time by either party upon sixty (60) days’ notice, without cause.

Client Population/Number to be Served: County of Oneida in defense of Claims against the County, ultimately paid by its taxpayers.

Summary Statements

1) Narrative Description of Proposed Services: To act as Claims Administrator for the County.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$266,000.00

**Account No. A1420.1951
A1900.412**

Oneida County Dept. Funding Recommendation: \$266,000.00 over approximately five (5) years.

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

Department of Finance	50% = \$133,000.00	Acct. No. A1420.1951
Department of Law	50% = \$133,000.00	Acct. No. A1900.412

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: L.G. Boucher has agreed to reduce his fee by five percent (5%), which results in a cost savings of \$14,000.00.

Mandated/Not Mandated: Not Mandated

CLAIMS ADMINISTRATION AGREEMENT

This Agreement made this 3 day of April, 2021 (hereinafter referred to as the "Agreement"), by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York with a principal place of business at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County") and **Gustave W. Boucher d/b/a L.G. Boucher**, with a principal place of business at 5505 Crooked Street, Broadalbin, New York (hereinafter referred to as the "Contractor").

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

WHEREAS, the Contractor possesses the requisite skill, experience, licenses and certifications to provide such services set forth below.

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

1. The term of this Agreement shall commence on May 1, 2021 and shall end on December 31, 2025.
2. This Agreement may be terminated upon sixty (60) days' written notice of termination by either party. At such time as either party may elect to terminate the Agreement, all files, documents, reports and other papers related to the claims handled by the Contractor under the terms of this Agreement shall be returned to the County along with a final report from the Contractor as to the then current status of each file. At such time as either party elects to terminate this Agreement, the payments to the Contractor shall be pro-rated as of and to the date of termination. Any and all notices sent to the County shall be mailed to: Oneida County Attorney, Oneida County Office Building, 800 Park Avenue, Utica, New York 13501. All notices sent to the Contractor shall be mailed to: Gustave W. Boucher, d/b/a L.G. Boucher, P.O. Box 570, Galway, New York 12074.
3. Upon presentation to the Oneida County Comptroller of properly completed vouchers, the County shall pay to the Contractor, the total sum of Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$4,750.00), per month.
4. The Contractor shall maintain all necessary licenses and certifications accrediting the Contractor for the work required under the terms of this Agreement and shall provide proof of the same to the County.
5. The County shall:
 - a. Report all claims made against the County to the Contractor; and
 - b. Advise the Contractor of the name and contact information of counsel assigned or retained by the County to represent the County in any proceedings related to the subject claims.

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

7. The Contractor agrees to the following Claim Service Standards:
 - a. The Contractor shall permit the County's insurance carrier(s) and/or their agent(s) to review any and all claims at any time;
 - b. The County's insurance carrier(s) may assume total case management responsibility of any claims that may create exposure to the insurance carrier;
 - c. The Contractor shall acquire familiarity with the County's insurance policies and ensure compliance therewith, including, but not limited to, immediately reporting and continuing to report on claims to the County's insurance carrier;

- d. The Contractor shall enter the following minimum required data into its claims handling system:
 - i. Unique claim number;
 - ii. Name(s) of Claimant(s);
 - iii. Date and time of loss;
 - iv. Loss and expense reserves;
 - v. Date the claim was reported to the Contractor by the County;
 - vi. Brief description of the claim;
 - vii. Self-insured retention (SIR) limit;
 - viii. Loss and expense payments;
 - ix. Reserve changes;
 - x. Subrogation and/or salvage recoveries;
 - xi. Closing dates;
 - xii. Excess reporting or not; and
 - xiii. This data must be displayed on quarterly reports, copies of which must be sent within thirty (30) days after the calendar close of each quarter to the Claims Department of the County's insurance broker, with a copy to the County;
 - e. The Contractor shall provide case management activity on all claims within the SIR except those that the County's insurance carrier(s) elect, at their sole discretion, to handle directly. No payments are to be made by the Contractor or the County in excess of any SIR; and
 - f. The Contractor must immediately notify the County's insurance carrier(s) when it appears that a loss may exceed the SIR, to permit the County's insurance carrier(s) to: (i) decide whether to become involved in the claim investigation and/or take full responsibility for it; and (ii) provide the County's insurance carrier(s) sufficient documentation and time to participate in settlement conferences and/or trials if it is possible that the County's insurance carrier(s)' coverage will be exposed.
8. The Contractor shall purchase and maintain insurance, including Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate, with coverage for review of cases and resulting professional assessment, with an insurance carrier qualified and admitted to do business in the State of New York and at least an A- (excellent) rating by A. M. Best.
 9. The Contractor waives all rights against Oneida County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Professional Liability insurance maintained per requirements stated in Section 8 of this Agreement.
 10. Prior to the start of any work the Contractor shall provide a certificate of insurance to the County. The certificate and the insurance policies required in Section 8 of this Agreement shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Oneida County.

11. The Contractor agrees that it shall defend, indemnify and hold harmless the County, and its agents, officers and employees, from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this agreement.
12. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor.
 - a. The Contractor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health benefits. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the County by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
 - b. The Contractor warrants and represents that he is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
 - c. The Contractor acknowledges and agrees that the Contractor is not eligible for any County employee benefits, including retirement membership credits.
 - d. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's self-employment, sole proprietorship or other form of business organization. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA).
 - e. The Contractor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
 - f. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.


- g. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.
13. Contractor is solely responsible for paying all of his business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other operating expenses.
14. The Contractor may verbally represent to prospective clients that the County is its customer and may list the County as its customer on customer lists provided to prospective clients. Except as provided herein, the Contractor shall not display the County's name in any manner, including, without limitation, for the purpose of promotion, development or acquisition of new business for the Contractor.
15. This Agreement may only be modified by a writing signed by the parties.
16. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and any legal action or proceeding shall be filed in a court of competent jurisdiction in Oneida County, New York.
17. The failure of either party to insist on the performance of any of the terms and/or conditions of this Agreement, or the waiver of any breach of any of the terms and/or conditions of this Agreement, shall not be construed as waiving any such terms and/or conditions, but shall continue and remain in full force and effect, as if no such waiver had occurred.
18. The invalidity of any portion of this Agreement will not, and shall not, be deemed to affect the validity of any other provision.
19. The Contractor acknowledges and understands that the County is subject to the New York State Freedom of Information Law. In the event the County is required to disclose records relating to the subject matter of this Agreement, as determined by the County, the Contractor shall hold the County and its officers, agents, employees, contractors and other representatives, harmless.
20. This Agreement contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agree to, all the terms and conditions contained in the Agreement, including Addendum I (Standard Oneida County Conditions), which is attached hereto as **Exhibit A** and made a part hereof.

[SIGNATURE PAGE TO FOLLOW]

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

County of Oneida

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

 3/3/21

Gustave W. Boucher
d/b/a L.G. Boucher

Approved:

Sarah C. Hughes
Assistant County Attorney

Exhibit A

ADDENDUM I - STANDARD ONEIDA COUNTY CONTRACT CLAUSES

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to

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

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
 - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus,
Albany, NY 12240. Notice shall include the identification number(s) of
each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPAA,” as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
 - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to

computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or

received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
- ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
- iii. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKERS' COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for

the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

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

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

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

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

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

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

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

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

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

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

Anthony J. Picente, Jr
Oneida County Executive



Joseph M. Johnson
Commissioner of Personnel

ONEIDA COUNTY DEPARTMENT OF PERSONNEL

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

March 3, 2021

FN 20 21 - 066

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear County Executive Picente:

Attached for you review and approval is correspondence from Oneida County Clerk, Sandra J. DePerno, requesting the creation of one (1) new part-time Senior Clerk (grade 12W, step 2 at \$13.11/hr).

As stated in County Clerk DePerno's letter, her Secretary has given her two week notice effective March 15th. Phyllis Ricco served as her Secretary for 14 years until her December 2020 retirement. Ms. Ricco's experience and expertise will make her an asset in the daily operations as well as training of a new Secretary.

If you concur with his request, please forward this letter to the Board of Legislators and ask that they create One (1) part-time Senior Clerk position (grade 12W, step 2 at \$13.11/hr) effective immediately.

Sincerely,

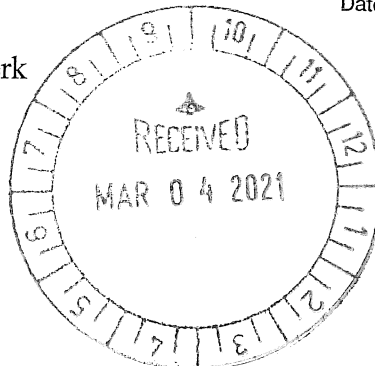
Joseph M. Johnson
Commissioner of Personnel

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

Anthony J. Picente, Jr.
County Executive

Date 3-3-21

Copy: Sandra J. DePerno, County Clerk
County Attorney
Budget



Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Brenda Breen
Lynarda J. Girmonde
Stephanie L. Tighe

CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5776 ♦ Fax: (315) 798-6440

February 26, 2021

Mr. Joseph Johnson
Commissioner of Personnel
Oneida County Department of Personnel
800 Park Avenue
Utica NY 13501

RE: Part-Time Senior Clerk

Dear Commissioner Johnson:

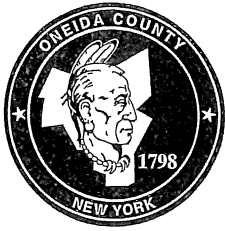
I am writing this to respectfully request the addition of a Part-Time Senior Clerk to A1410 County Clerk – Registrar. I would like to reinstate Phyllis Ricco as a Part-Time Senior Clerk.

My Secretary Jaimie Kinville who was hired January 1, 2021 has just given me her two week notice, effective March 15, 2021, she accepted a position with New York State. Phyllis Ricco served as my Secretary for the last 14 years, retiring in 2020. Her experience and expertise in the Oneida County Clerk's Office will make her an asset in the daily operations of the office and the training of a new Secretary.

Respectfully submitted,

Sandra J. DePerno
Oneida County Clerk

Received
ONEIDA
COUNTY
FEB 26 2021
PERSONNEL
DEPARTMENT
Received



ANTHONY R. CARVELLI
COMMISSIONER

March 2, 2021



ONEIDA COUNTY
DEPARTMENT OF FINANCE

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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

FN 20 21 - 067

Re: 10 Clinton Street, Whitesboro
Mary D. Buck Memorial Apartments

GOVERNMENT OPERATIONS

Dear County Executive Picente:

WAYS & MEANS

The Town of Whitestown has negotiated a payment in lieu of taxes (PILOT) agreement pursuant to the Private Housing Finance Law, for the above-referenced property. For your reference, you will find enclosed the PILOT agreement between the Town and the property owner, wherein the owner is granted a tax exemption and remits eight and one-quarter percent (8.25%) of its revenue potential less utilities to the Town.

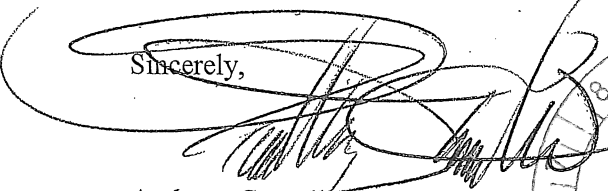
Enclosed you will find a proposed tax sharing agreement whereby the Town, the Village of Whitesboro, the Whitesboro Central School District and County share equally in the PILOT payment. The Town, the Village and the School District have all agreed to equally share in the PILOT payment (one-quarter [1/4] each).

Without a tax sharing agreement, the County would be entitled to only its proportionate share of the PILOT payment, utilizing the tax rates of all taxing jurisdictions. For example, if a PILOT agreement was in place without a tax sharing agreement, the County's share would currently be approximately one-sixth (1/6) of the payment.

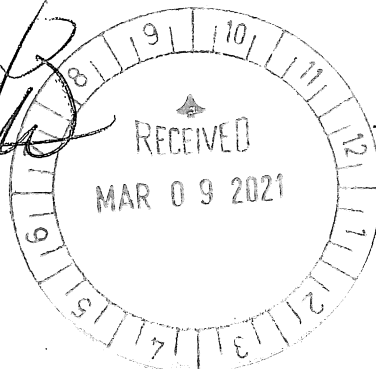
Please note that the Town has undertaken all negotiations with the Village and the new property owner. The Town has also undertaken the administrative duties under both agreements.

Upon review with the County Attorney's Office, it is our recommendation that the County enter into the enclosed tax sharing agreement. If you have any further questions or concerns, please advise at your earliest opportunity.


Sincerely,


Anthony Carvelli
Commissioner of Finance

Enclosures



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


Anthony J. Picente, Jr.
County Executive

Date 3-9-21

Oneida Co. Department: Finance

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

Town of Whitestown	Village of Whitesboro	Whitesboro Central School District
8539 Clark Mills Road	10 Moseley Street	65 Oriskany Boulevard, Suite 1
Whitestown, NY 13492	Whitesboro, NY 13492	Whitesboro, NY 13492

Title of Activity or Service: Tax Sharing Agreement

Proposed Dates of Operation: January 1, 2020 – December 31, 2039
Terminates when tax exemption ceases

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

A tax sharing agreement under which the Town, the Village, the School District and the County, equally split the PILOT payment paid by the property owner.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$0.00 (revenue) **Account #** _____

Oneida County Dept. Funding Recommendation: \$0.00 (revenue – ¼ of PILOT payment)

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: N/A

Mandated/Not Mandated: Not Mandated

AGREEMENT

THIS AGREEMENT, made this 7th day of October, 2020, by and between

THE TOWN OF WHITESTOWN, with its Town Clerk's office located at 8539 Clark Mills Road, Whitesboro, New York 13492 (hereinafter referred to as the "Town"), and

THE VILLAGE OF WHITESBORO, with its Village Clerk's office located at 10 Moseley Street, Whitesboro, New York 13492 (hereafter referred to as the "Village"), and

THE COUNTY OF ONEIDA, with its Clerk's office located at 800 Park Ave., Utica, New York (hereinafter to as the "County"); and

THE WHITESBORO CENTRAL SCHOOL DISTRICT, with its principal offices located at 65 Oriskany Boulevard, Suite 1, Whitesboro, New York 13492 (hereinafter referred to as "School District");

WITNESSETH:

WHEREAS, the Town is the assessing unit for all real property located within the Village of Whitesboro; and

WHEREAS, on June 15, 1978, the Town entered into a Tax Exemption Agreement with the then Mary D. Buck Memorial Redevelopment Company concerning a then proposed Senior Citizens Housing Project commonly referred to as "Buck Apartments", by the terms of which, payments in lieu of taxes representing five percent (5%) of the gross sheltered rents were paid to the Town; and

WHEREAS, a further agreement dated June 15, 1978 was executed by and between the Town and the Village, by the terms of which payments in lieu of taxes collected and received by the Town relating to the Buck Apartments would be collected, allocated and paid to the Town, County, School District and Village in accordance with the terms of the agreement; and

WHEREAS, the original PILOT Agreement expired in 2018 at which time negotiations began concerning a revised agreement to provide for payments in lieu of taxes; and

WHEREAS, after extensive negotiations with Millennia Housing Development Limited, an agreement for the payment in lieu of taxes was executed by and between the Town of Whitestown and the Buck Apartments Housing Development Fund Corporation and Buck Apartments NY, LLC dated January 22, 2020 by the terms of which the Buck Apartments would remain exempt from local and municipal taxes in consideration for payments in lieu of tax as computed therein; and

WHEREAS, the Town, as an assessing unit, remains willing to continue to collect and receive such payments and allocate and distribute the same between the Town, Village, School District and County; and

WHEREAS, the parties desire to memorialize their agreement with respect to the allocation of those payments in lieu of tax paid on behalf of Buck Apartments collected by the Town;

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

1. That the Town shall collect and receive all of the taxes and sums to be paid in lieu of taxes by and on behalf of Buck Apartments, on behalf of the Village, Town, County, and/or School District, in accordance with the Tax Exemption Agreement entered into between the Town and Buck Apartments Housing Development Fund Corporation and Buck Apartments NY, LLC dated January 22, 2020.
2. That the Town shall receive and collect said payments in lieu of taxes and will thereafter apportion and otherwise pay to each party to this agreement, Twenty-Five Percent (25%) of all sums collected and received.
3. It is the intention of this Agreement that the Town, County, Village and School District shall share equally in any and all payments collected with respect to the property commonly known as Buck Apartments.
4. That this agreement is being executed pursuant to a resolution of the Town Board of the Town of Whitestown made the 7th day of October, 2020, by the Village Board for the

Village of Whitesboro dated the ____ day of October, 2020, by the Superintendent of Schools pursuant to a resolution of the School Board made the ____ day of October, 2020, and by the County Executive for the County of Oneida pursuant to a resolution of the County Legislature made the _____ day of October, 2020.

IN WITNESS WHEREOF, the undersigned have signed and sealed this agreement all as of the date hereinabove set forth.

TOWN OF WHITESTOWN

By  10/7/20
Shaun Kaleta, Town Supervisor

VILLAGE OF WHITESBORO

By _____
Robert Friedlander, Village Mayor

COUNTY OF ONEIDA

By _____
Anthony Picente, County Executive

WHITESBORO CENTRAL SCHOOL DISTRICT

By  _____
Brian Bellair, Superintendent of Schools

AGREEMENT

THIS AGREEMENT, made this 7th day of October, 2020, by and between

THE TOWN OF WHITESTOWN, with its Town Clerk's office located at 8539 Clark Mills Road, Whitesboro, New York 13492 (hereinafter referred to as the "Town"), and

THE VILLAGE OF WHITESBORO, with its Village Clerk's office located at 10 Moseley Street, Whitesboro, New York 13492 (hereinafter referred to as the "Village"), and

THE COUNTY OF ONEIDA, with its Clerk's office located at 800 Park Ave., Utica, New York (hereinafter to as the "County"); and

THE WHITESBORO CENTRAL SCHOOL DISTRICT, with its principal offices located at 65 Oriskany Boulevard, Suite 1, Whitesboro, New York 13492 (hereinafter referred to as "School District");

WITNESSETH:

WHEREAS, the Town is the assessing unit for all real property located within the Village of Whitesboro; and

WHEREAS, on June 15, 1978, the Town entered into a Tax Exemption Agreement with the then Mary D. Buck Memorial Redevelopment Company concerning a then proposed Senior Citizens Housing Project commonly referred to as "Buck Apartments", by the terms of which, payments in lieu of taxes representing five percent (5%) of the gross sheltered rents were paid to the Town; and

WHEREAS, a further agreement dated June 15, 1978 was executed by and between the Town and the Village, by the terms of which payments in lieu of taxes collected and received by the Town relating to the Buck Apartments would be collected, allocated and paid to the Town, County, School District and Village in accordance with the terms of the agreement; and

WHEREAS, the original PILOT Agreement expired in 2018 at which time negotiations began concerning a revised agreement to provide for payments in lieu of taxes; and

WHEREAS, after extensive negotiations with Millennia Housing Development Limited, an agreement for the payment in lieu of taxes was executed by and between the Town of Whitestown and the Buck Apartments Housing Development Fund Corporation and Buck Apartments NY, LLC dated January 22, 2020 by the terms of which the Buck Apartments would remain exempt from local and municipal taxes in consideration for payments in lieu of tax as computed therein; and

WHEREAS, the Town, as an assessing unit, remains willing to continue to collect and receive such payments and allocate and distribute the same between the Town, Village, School District and County; and

WHEREAS, the parties desire to memorialize their agreement with respect to the allocation of those payments in lieu of tax paid on behalf of Buck Apartments collected by the Town;

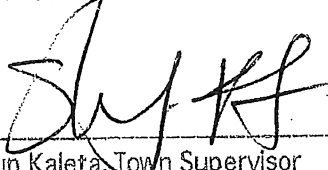
NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That the Town shall collect and receive all of the taxes and sums to be paid in lieu of taxes by and on behalf of Buck Apartments, on behalf of the Village, Town, County, and/or School District, in accordance with the Tax Exemption Agreement entered into between the Town and Buck Apartments Housing Development Fund Corporation and Buck Apartments NY, LLC dated January 22, 2020.
2. That the Town shall receive and collect said payments in lieu of taxes and will thereafter apportion and otherwise pay to each party to this agreement, Twenty-Five Percent (25%) of all sums collected and received.
3. It is the intention of this Agreement that the Town, County, Village and School District shall share equally in any and all payments collected with respect to the property commonly known as Buck Apartments.
4. That this agreement is being executed pursuant to a resolution of the Town Board of the Town of Whitestown made the 7th day of October, 2020, by the Village Board for the

Village of Whitesboro dated the ____ day of October, 2020, by the Superintendent of Schools pursuant to a resolution of the School Board made the ____ day of October, 2020, and by the County Executive for the County of Oneida pursuant to a resolution of the County Legislature made the ____ day of October, 2020.

IN WITNESS WHEREOF, the undersigned have signed and sealed this agreement all as of the date hereinabove set forth.

TOWN OF WHITESTOWN

By  10/17/20
Shaun Kaleta, Town Supervisor

VILLAGE OF WHITESBORO

By  10/19/20
Robert Friedlander, Village Mayor

COUNTY OF ONEIDA

By _____
Anthony Pcente, County Executive

WHITESBORO CENTRAL SCHOOL DISTRICT

By _____
Brian Bellair, Superintendent of Schools

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)
BY AND AMONG THE TOWN OF WHITESTOWN, BUCK APARTMENTS
HOUSING DEVELOPMENT FUND CORPORATION AND
BUCK APARTMENTS NY, LLC**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "Agreement"), dated January 22, 2020, by and among the **TOWN OF WHITESTOWN, NEW YORK**, a New York incorporated municipality, having its principal office located at 8539 Clark Mills Road, Whitesboro, New York 13492 (the "Town") and **BUCK APARTMENTS HOUSING DEVELOPMENT FUND CORPORATION**, a New York Article XI private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Stoneleigh Housing, Inc., 120 E Center Street, Canastota, New York 13032 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **BUCK APARTMENTS NY, LLC**, a New York limited liability company, having its principal office located c/o Millennia Housing Development, Ltd., 4000 Key Tower, 127 Public Square, Cleveland, Ohio 44114 (the "Company").

WHEREAS, the HDFC is, or will become, the bare legal or record owner, and the Company is, or will become, the beneficial and equitable owner, of certain real property located at 10 Clinton Street, Village of Whitesboro, Town of Whitestown, County of Oneida, State of New York (Section 305.010-5-30 and 305.010-5-39.1), as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the HDFC and the Company have been formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Company owns, maintains and operates a housing project for persons of low income at the Property commonly known as Mary D. Buck Memorial Apartments (the "Project") and the Project has been awarded a Project Based Section 8 Housing Assistance Payments Contract ("HAP") by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, the HDFC's and the Company's use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the Town of Whitestown, New York, by resolution adopted January __, 2020, approved and authorized the execution of this Agreement,

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the Town hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Oneida County ("County"), the Town of Whitestown ("Town"), the Whitesboro Central School District ("School District") the Village of Whitesboro (the "Village") or other taxing jurisdiction (collectively, the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of twenty (20) years. This Agreement shall not limit or restrict the HDFC's or Company's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

3. Commencing January 1, 2020, and continuing so long as the exemption hereunder continues, the Company shall make annual payments in lieu of taxes ("PILOT") in the amount set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions (i) on the same basis as property taxes would be shared if the Property and the Project were fully taxed, (ii) or as otherwise specifically agreed by the Taxing Jurisdictions. The PILOT shall be the amount calculated each year as follows: the potential rent that would be earned if the Project was 100% rented during the entire previous calendar year at the rents approved by HUD under the HAP, minus the actual amount of utilities paid to operate the Project during the previous calendar year multiplied by 0.0825. The first PILOT shall be due on April 1, 2020, and on April 1 of each calendar year thereafter during the term of this PILOT. Payments shall be mailed via First Class mail through the United States Postal Service or personally delivered to the Town of Whitestown, Attention Tax Collector, 8539 Clark Mills Road, Whitesboro, New York 13492, or such other addresses as the Town may specify in writing.

4. The tax exemption provided by this Agreement will continue for the term described above provided that the Property and the Project continue to be used as housing facilities for persons of low income and (i) the HDFC and the Company operate the Project in conformance with Article XI of the PHFL; (ii) the HDFC assumes sole legal and beneficial ownership of the Property and the Project and operates the Project in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Property and the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL and such successor in interest shall operate the Project in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.

7. This Agreement shall inure to the benefit of and shall be binding upon the Town, the HDFC and the Company and their respective successors and assigns, including the successors in interest of the HDFC and the Company. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

11. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Town, the HDFC and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

TOWN OF WHITESTOWN, NEW YORK

DATED: January 22, 2020

By: _____

Name: Shaun Kaleta

Title: Supervisor

WHITESTOWN HOUSING DEVELOPMENT FUND CORPORATION

DATED: January __, 2020

By: _____

Name:

Title:

BUCK APARTMENTS NY, LLC

By: Buck Apartments NY MM LLC,
its managing member

DATED: January __, 2020

By: _____

Name: Frank T. Sinito

Title: Managing Member

IN WITNESS WHEREOF, the Town, the HDFC and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

TOWN OF WHITESTOWN, NEW YORK

DATED: January __, 2020

By: _____
Name: Shaun Kaleta
Title: Supervisor

BUCK APARTMENTS HOUSING DEVELOPMENT
FUND CORPORATION

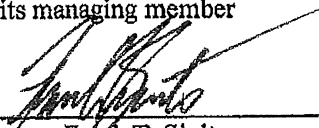
DATED: January __, 2020

By: _____
Name: Robert Napoli
Title:

BUCK APARTMENTS NY, LLC

By: Buck Apartments NY MM LLC,
its managing member

DATED: January 29, 2020

By: 
Name: Frank T. Sinito
Title: Managing Member

IN WITNESS WHEREOF, the Town, the HDFC and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

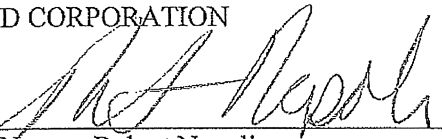
TOWN OF WHITESTOWN, NEW YORK

DATED: January __, 2020

By: _____
Name: Shaun Kaleta
Title: Supervisor

BUCK APARTMENTS HOUSING DEVELOPMENT
FUND CORPORATION

DATED: January 29, 2020

By:  _____
Name: Robert Napoli
Title:

BUCK APARTMENTS NY, LLC

By: Buck Apartments NY MM LLC,
its managing member

DATED: January __, 2020

By: _____
Name: Frank T. Sinito
Title: Managing Member

STATE OF NEW YORK)
)
) SS.:
COUNTY OF ONEIDA)

On the ___ day of January in the year 2020, before me personally appeared **Shaun Kaleta**, 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)
) SS.:
COUNTY OF ~~ONEIDA~~ ^{Madison})

On the 29 day of January in the year 2020, before me personally appeared **Robert Napoli**, 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 person upon behalf of which the individual acted, executed the instrument.

Ulmez M DeSuzat
NOTARY PUBLIC

MEZAM INFORMAT
Notary Public, State of New York
No. 61048022507
Appointed in Madison County
Commission Expires January 18, 2022

STATE OF OHIO)
)
) SS.:
COUNTY OF CUYAHOGA)

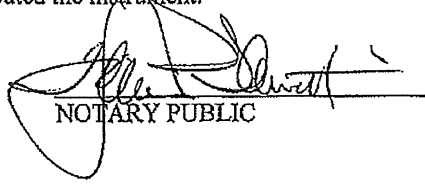
On the ___ day of January in the year 2020, before me personally appeared **Frank T. Sinito**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
)
) SS:
COUNTY OF ONEIDA)

On the 22nd day of January in the year 2020, before me personally appeared **Shaun Kaleta**, 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 person upon behalf of which the individual acted, executed the instrument.

WILLIAM P. SCHMITT
Notary Public, State of New York
REG. No. 029C4765121
Appointed in Oneida County
My Commission Expires 11/30/20 22


NOTARY PUBLIC

STATE OF NEW YORK)
)
) SS:
COUNTY OF ONEIDA)

On the _____ day of January in the year 2020, before me personally appeared **Robert Napoli**, 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 person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF OHIO)
)
) SS:
COUNTY OF COYAHOGA)

On the 29th day of January in the year 2020, before me personally appeared **Frank T. Sinito**, 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 person upon behalf of which the individual acted, executed the instrument.



JOHNETTE JERNIGAN
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
2019-RE-801588
My Commission Expires 9/11/2024


NOTARY PUBLIC

EXHIBIT A

Property E (For informational purposes only: 10 Clinton Street, Utica, NY), SBL Nos. 305.010-5-30 and 305.010-5-39.1

PARCEL 1

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Whitesboro, County of Oneida and State of New York, bounded and described as follows, to wit:

BEGINNING at a point in the southwesterly line of Main Street, said point being N 15° 46' 20" W 206.16 feet as measured along said southwesterly line of Main Street from the point of intersection of said line with the northerly line of Clinton Street; running thence S 74° 04' 04" W 173 feet to a point; thence S 15° 46' 20" E 109.80 feet to a point; thence S 64° 06' 07" W 147.10 feet to a point; thence S 28° 13' 57" E 135.75 feet to a point in the northerly line of Clinton Street; thence S 62° W along said last mentioned line 33 feet to a point; thence N 28° 13' 57" W 136.96 feet to a point; thence S 64° 06' 07" W 31.07 feet to a point; thence N 28° 13' 57" W 53.95 feet to a point; thence S 65° 14' 08" W 203.87 feet to a point; thence N 11° 56' 59" W 122.54 feet to a point; thence N 63° 42' 48" E 245.36 feet to a point; thence N 68° 39' 04" E 115.80 feet to a point; thence N 15° 52' 43" W 4.17 feet to a point; thence N 69° 02' 49" E 80 feet to a point; thence N 74° 24' 47" E 69.24 feet to a point; thence S 16° 36' 42" E 23.10 feet to a point; thence N 74° 04' 04" E 80 feet to a point in the southwesterly line of Main Street; thence S 15° 46' 20" E along said last mentioned line 40 feet to the point of beginning.

PARCEL 2

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Whitesboro, Town of Whitestown, County of Oneida and State of New York, bounded and described as follows, to wit:

BEGINNING at a metal survey marker standing on the southwesterly boundary of Mary D. Buck Memorial Redevelopment Company (Now or Formerly), as described in a Warranty Deed dated June 14, 1978 and filed in the Oneida County Clerk's Office in Liber 2065 of Deeds at Page 785, said point of beginning being further described as standing at the intersection of the southwesterly boundary of Mary D. Buck Memorial Redevelopment Company with the northwesterly boundary of Joseph Bravo and Bonnie Bravo (Now or Formerly), as described in a Warranty Deed dated June 10, 1985 and filed in the Oneida County Clerk's Office in Liber 2220 of Deeds at Page 254; thence N 28° 13' 57" W 53.95 feet along the southwesterly boundary of Mary D. Buck Memorial Redevelopment Company to a metal survey marker standing on the southeasterly boundary of Mary D. Buck Memorial Redevelopment Company; thence S 65° 14' 08" W 203.87 feet along the southeasterly boundary of Mary D. Buck Memorial Redevelopment Company to an iron rod standing on the northeasterly boundary of Steven M. Bell (Now or Formerly); thence S 11° 56' 59" E 41.36 feet along the northeasterly boundary of Steven M. Bell and then along the northeasterly boundary of Steven Michael Bell, Charles Robert Bell and Gary Francis Bell (Now or Formerly) to an iron pin standing on the northwesterly boundary of Gary Lafayette and Cheryl Lafayette (Now or Formerly); thence N 63° 58' 30" E 59.00 feet along the northwesterly boundary of Gary Lafayette and Cheryl Lafayette to a point standing on the northwesterly boundary of Susanne J. Shannon (Now or Formerly); thence N 65° 14' 08" E 141.40 feet along the northwesterly boundary of Susanne J. Shannon to a point standing on the northeasterly boundary of Susanne J. Shannon; thence S 28° 08' 21" E 15.14 feet along the northeasterly boundary of Susanne J. Shannon to a point standing on the northwesterly boundary of Joseph Bravo and Bonnie Bravo; thence N 64° 05' 07" E 15.03 feet along the northwesterly boundary of Joseph Bravo and Bonnie Bravo to the point and place of beginning.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

Date: March 8, 2021

FN 20 21 - 074

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

WAYS & MEANS

Honorable Members:

There is a need for additional funds in various salary and related personal services' accounts throughout the County for 2020. These transfer requirements have resulted from a variety of factors such as the settlement of several labor contracts, which resulted in the payment of retroactive wages to the employees covered by those agreements and the payment of overtime for special projects that may arise. The resulting payroll adjustments, as expected, caused budgetary shortages in many salary accounts, all of which are adequately covered by surpluses in other personal services' accounts.

Due to the need to close the 2020 accounting records, I ask that these transfers be acted upon at the March 10th meeting. I therefore request your Board approval for the following 2020 fund transfers:

TO:

Table with 2 columns: Fund Account Number and Amount. Rows include Board of Legislators, County Court, District Attorney, Public Defender, County Executive, Audit & Control, Budget Office, County Clerk, Board of Elections, Health Insurance Administration, DPW, and Emergency Svcs.

Board of Legislators

February 24, 2020

Page 2

AA# A3020.103 - Emergency Svcs, Overtime	29,314.
AA# A3110.101 - Sheriff-Administration, Salaries	2,992.
AA# A3111.103 - Sheriff-Stop DWI, Overtime.....	4,576.
AA# A3112.101 - Sheriff-Security, Salaries	18,022.
AA# A3112.103 - Sheriff-Security, Overtime.....	3,445.
AA# A3113.101 - Sheriff-Special Initiatives, Salaries.....	30,666.
AA# A3113.107 - Sheriff-Special Initiatives, Salaries 207-C Injury	4,381.
AA# A3117.101 - Sheriff-Court Attendants, Salaries	42,890.
AA# A3117.107 - Sheriff-Court Attendants, Salaries 207-C Injury.....	2,815.
AA# A3120.101 - Sheriff-Law Enforcement, Salaries	97,368.
AA# A3120.103 - Sheriff-Law Enforcement, Overtime	227,980.
AA# A3120.107 - Sheriff-Law Enforcement, Salaries 207-C Injury	3,418.
AA# A3141.101 - Domicile Restriction Program, Salaries.....	1,293.
AA# A3142.101 - PINS Diversion Program, Salaries.....	100,668.
AA# A3144.101 - Raise the Age, Salaries.....	37,203.
AA# A3150.103 - Sheriff-Jail Inmates, Overtime	391,057.
AA# A3150.107 - Sheriff-Jail Inmates, Salaries 207-C Injury.....	113,809.
AA# A3313.101 - Stop DWI Program, Salaries.....	7,354.
AA# A4010.101 - Public Health-Health Administration, Salaries.....	6,792.
AA# A4010.103 - Public Health-Health Administration, Overtime	12,728.
AA# A4012.103 - Public Health-Clinic, Overtime	6,854.
AA# A4015.101 - Public Health-Lead Screening, Salaries.....	9,124.
AA# A4015.103 - Public Health-Lead Screening, Overtime	3.
AA# A4018.101 - Public Health Administration, Salaries.....	520.
AA# A4018.103 - Public Health Administration, Overtime	184.
AA# A4059.103 - Public Health-Early Intervention, Overtime	9,845.
AA# A4060.101 - Public Health-EHC Admin, Salaries.....	1,912.
AA# A4060.103 - Public Health-EHC Admin, Overtime	240.
AA# A4062.103 - Public Health-Lead Screening, Overtime	2,652.
AA# A4089.101 - Public Health-Immunization Action Plan, Salaries	18,698.
AA# A4089.103 - Public Health-Immunization Action Plan, Overtime.....	2,015.
AA# A4220.103 - Public Health-DOJ/IIR-OD Map Grant, Overtime	7,730.
AA# A5620.103 - Department of Aviation, Overtime	2,482.
AA# A5620.109 - Department of Aviation, Salaries-Other	20,704.
AA# A6012.103 - Temporary Assistance, Overtime.....	2,533.
AA# A6014.103 - Employment Programs, Overtime.....	5,403.
AA# A6015.101 - Home Energy Assistance Program, Salaries.....	6,597.
AA# A6610.103 - Bureau of Weights & Measures, Overtime.....	201.
AA# A6772.101 - Office for the Aging, Salaries	34,811.
AA# A6772.103 - Office for the Aging, Overtime.....	4,499.
AA# A6773.101 - Office for the Aging-Senior Nutrition, Salaries.....	978.
AA# A6774.103 - Office for Continuing Care, Overtime	42.
AA# A7310.101 -Youth Bureau, Salaries	1,177.

"A" Fund Total: \$ 2,053,126.

Board of Legislators

February 24, 2020

Page 3

AA# D3310.101 - Public Works Traffic Control, Salaries.....	322.
AA# D5010.103 - Highway & Bridges Administration, Overtime	1,652.
AA# D5020.101 - Engineering, Salaries	62,778.
AA# D5020.103 - Engineering, Overtime	691.
"D" Fund Total: \$	65,443.

AA# G8110.101 - W.P.C. - Administration, Salaries.....\$	17,490.
AA# G8140.101 - W.P.C. - Industrial Program, Salaries	927.
AA# G8140.103 - W.P.C. - Industrial Program, Overtime	511.
"G" Fund Total: \$	18,928.

AA# J6293.101 - Summer Youth Employment Program, Salaries	\$ 308.
AA# J6298.102 - Summer Youth Employment Program, Temporary Help.....	44,009.
AA# J6298.109 - Summer Youth Employment Program, Salaries-Others	11,000.
AA# J6300.101 - Workforce Development Administration, Salaries	4,417.
"J" Fund Total: \$	59,734.

FROM:

AA# A1010.102 - Board of Legislators, Temporary Help.....	5,000.
AA# A1010.109 - Board of Legislators, Salaries-Other.....	1,743.
AA# A1165.109 - District Attorney-District Attorney Office, Salaries-Other	26,282.
AA# A1170.102 - Public Defender-Criminal, Temporary Help.....	20,326.
AA# A1173.101 - Public Defender, Salaries	51,007.
AA# A1312.101 - Finance-Real Property Tax Services, Salaries	88,931.
AA# A1410.101 - County Clerk-Registrar, Salaries	59,779.
AA# A1411.101 - County Clerk-Motor Vehicle Bureau, Salaries	18,959.
AA# A1411.102 - Personnel, Temporary Help	85,946.
AA# A1420.101 - Law Department, Salaries	223,181.
AA# A1450.101 - Board of Elections, Salaries	43,415.
AA# A1620.102 - DPW-Building & Grounds, Temporary Help	69,746.
AA# A3020.101 - Emergency Svcs, Salaries	317,175.
AA# A3115.101 - Sheriff-Civil, Salaries	178,699.
AA# A3140.103 - Probation-Office of Probation, Overtime.....	34,059.
AA# A3145.101 - Probation-Rome Safe Schools, Salaries.....	22,537.
AA# A3313.109 - STOP-DWI, Salaries-Other	45,697.
AA# A4012.101 - Public Health-Clinic, Salaries.....	87,681.
AA# A4062.101 - Public Health-Lead Poisoning Prevention, Salaries.....	37,134.
AA# A4092.109 - Public Health-Emergency Preparedness Prg, Salaries-Other.....	89,546.
AA# A4310.101 - Mental Health-Administration, Salaries	71,938.
AA# A5620.101 - Department of Aviation, Salaries.....	102,519.
AA# A6011.103 - Children and Adult Services, Overtime	98,144.
AA# A6013.101 - Medicaid Administration, Salaries.....	77,157.

Board of Legislators

February 24, 2020

Page 4

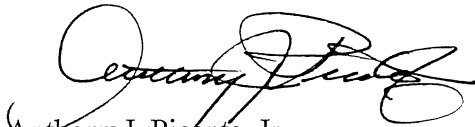
AA# A6019.103 - Day Care Administration, Overtime 5,509.
AA# A6774.101 - Office of Continuing Care, Salaries 191,556.
"A" Fund Total: \$ 2,053,126.

AA# D3310.103 - Public Works Traffic Control, Overtime \$ 620.
AA# D5110.101 - Maintenance of Highways & Bridges, Salaries..... 45,469.
AA# D5110.109 - Maintenance of Highways & Bridges, Salaries-Other 19,354.
"D" Fund Total: \$ 65,443.

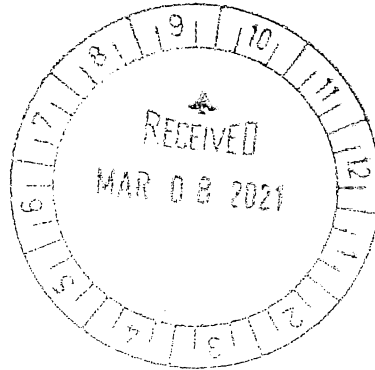
AA# G8120.103 - W.P.C. - Sanitary Sewers, Overtime..... 18,928.
"G" Fund Total: \$ 18,928.

AA# J6293.102 - Summer Youth Employment Prg, Temporary Help.....\$ 53,895.
AA# J6300.109 - Workforce Development Admin, Salaries-Other 1,000.
AA# J6302.109 - Workforce Development Admin, Salaries-Other 4,839.
"J" Fund Total: \$ 59,734.

Respectfully submitted,



Anthony J. Picente, Jr.
Oneida County Executive



CC:County Attorney
Comptroller
Budget Director

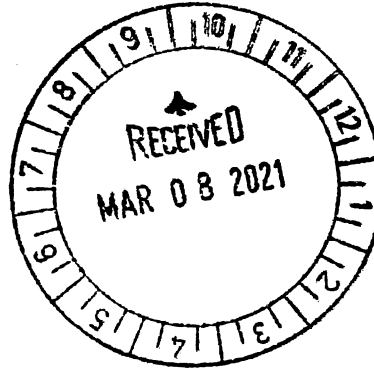


ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.
County Executive
ce@ocgov.net

Date: March 8, 2021

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



FN 20 21 - 068

WAYS & MEANS

Honorable Members:

During the process of preparing for the closing of the County's accounting records for 2020, deficit balances were identified in a number of employee fringe benefit accounts that will require transfers. The transfers are covered by surplus funds in the 2020 budgets of other related fringe accounts.

Health Insurance shortages result from an evolving workforce and coverage changes that they may elect. The shortages in the retirement accounts are due to the ever-increasing NYS Retirement charge and the decision to pay off the entire retirement liability in order to save on interest charges.

Due to the need to close the 2020 accounting records, I ask that these transfers be acted upon at the March 10th meeting. I therefore request your Board approval for the following 2020 fund transfers:

TO:

Table with 2 columns: Fund Account Number and Amount. Rows include Board of Legislators, County Court, District Attorney Office, and Public Defender-Criminal/Regional Immigration/County Executive accounts.

AA# A1310.810 - Finance-Commissioner, Retirement.....	3,301.
AA# A1310.860 - Finance-Commissioner, Health Insurance	1,779.
AA# A1311.810 - Finance-Treasury, Retirement.....	4,235.
AA# A1311.860 - Finance-Treasury, Health Insurance.....	1,736.
AA# A1313.810 - Finance- Real Estate, Retirement.....	343.
AA# A1315.860 - Audit & Control, Health Insurance	16,807.
AA# A1340.810 - Budget, Retirement	345.
AA# A1340.830 - Budget, Social Security	1,696.
AA# A1340.860 - Budget, Health Insurance	26,348.
AA# A1345.840 - Purchasing, Workers Compensation	156.
AA# A1410.840 - County Clerk-Registrar, Workers Compensation	106.
AA# A1410.850 - County Clerk-Registrar, Unemployment Insurance.....	7,151.
AA# A1411.810 - Motor Vehicle Bureau, Retirement.....	1,623.
AA# A1411.850 - Motor Vehicle Bureau, Unemployment Insurance.....	1,332.
AA# A1412.810 - Naturalization, Retirement.....	326.
AA# A1412.860 - Naturalization, Health Insurance.....	796.
AA# A1420.810 - Law Department, Retirement.....	191,687.
AA# A1420.840 - Law Department, Workers Compensation.....	2,882.
AA# A1420.850 - Law Department, Unemployment Insurance.....	1,820.
AA# A1430.810 - Personnel, Retirement	1,568.
AA# A1430.850 - Personnel, Unemployment Insurance.....	728.
AA# A1450.810 - Board of Elections, Retirement.....	6,803.
AA# A1450.840 - Board of Elections, Workers Compensation.....	1,488.
AA# A1450.850 - Board of Elections, Unemployment Insurance	6,597.
AA# A1480.810 - Health Insurance Administration, Retirement.....	2,603.
AA# A1480.830 - Health Insurance Administration, Social Security	1,171.
AA# A1490.810 - Public Works-Commissioner, Retirement	3,803.
AA# A1490.830 - Public Works-Commissioner, Social Security.....	767.
AA# A1610.810 - Central Services, Retirement.....	16,677.
AA# A1610.850 - Central Services, Unemployment Insurance	3,934.
AA# A1620.810 - Buildings & Grounds, Retirement	17,672.
AA# A1620.830 - Buildings & Grounds, Social Security	109,390.
AA# A1620.840 - Buildings & Grounds, Workers Compensation	1,982.
AA# A1620.850 - Buildings & Grounds, Unemployment Insurance	5,272.
AA# A1670.810 - Central Print & Mail Svcs, Retirement.....	7,780.
AA# A1670.840 - Central Print & Mail Svcs, Workers Compensation	66.
AA# A1670.850 - Central Print & Mail Svcs, Unemployment Insurance.....	2,414.
AA# A1670.860 - Central Print & Mail Svcs, Health Insurance.....	10,067.
AA# A3020.810 - Emergency Communications, Retirement	19,176.
AA# A3020.830 - Emergency Communications, Social Security	168,023.
AA# A3020.860 - Emergency Communications, Health Insurance	31,202.
AA# A3110.810 - Sheriff-Administration, Retirement	5119.
AA# A3110.860 - Sheriff-Administration, Health Insurance.....	16,222.
AA# A3111.840 - Sheriff-STOP DWI, Workers Compensation.....	435.
AA# A3112.810 - Sheriff-Security, Retirement	46,247.
AA# A3112.830 - Sheriff-Security, Social Security.....	825.
AA# A3112.840 - Sheriff-Security, Workers Compensation	1,063.
AA# A3113.810 - Sheriff-Special Initiatives, Retirement.....	21,939.
AA# A3113.830 - Sheriff-Special Initiatives, Social Security	185.
AA# A3113.840 - Sheriff-Special Initiatives, Workers Compensation.....	1,605.
AA# A3113.860 - Sheriff-Special Initiatives, Social Health Insurance	8,942.

AA# A3117.810 - Sheriff-Court Attendants, Retirement.....	26,068.
AA# A3117.840 - Sheriff-Court Attendants, Workers Compensation.....	1,751.
AA# A3117.850 - Sheriff-Court Attendants, Unemployment Insurance.....	11,111.
AA# A3117.860 - Sheriff-Court Attendants, Health Insurance.....	29,579.
AA# A3120.810 - Sheriff-Law Enforcement, Retirement.....	73,689.
AA# A3120.830 - Sheriff-Law Enforcement, Social Security	6,109.
AA# A3120.840 - Sheriff-Law Enforcement, Workers Compensation.....	14,353.
AA# A3120.860 - Sheriff-Law Enforcement, Health Insurance.....	82,725.
AA# A3121.840 - Sheriff-Special Patrol Officers, Workers Compensation.....	4,142.
AA# A3121.850 - Sheriff-Special Patrol Officers, Unemployment Insurance.....	44,337.
AA# A3141.860 - Probation-Domicile Restriction Program, Health Insurance	544.
AA# A3142.810 - Probation-PINS Program, Retirement.....	15,482.
AA# A3142.830 - Probation-PINS Program, Social Security	5,603.
AA# A3142.840 - Probation-PINS Program, Workers Compensation	1,643.
AA# A3142.860 - Probation-PINS Program, Health Insurance	20,994.
AA# A3144.830 - Probation-Raise the Age, Social Security	1,033.
AA# A3144.860 - Probation-Raise the Age, Health Insurance	42,255.
AA# A3150.830 - Sheriff-Jail Inmates, Social Security.....	7,076.
AA# A3150.850 - Sheriff-Jail Inmates, Unemployment Insurance.....	20,038.
AA# A3150.860 - Sheriff-Jail Inmates, Health Insurance.....	206,678.
AA# A3152.810 - Sheriff- Inmate Commissary, Retirement	2,768.
AA# A3313.830 - STOP DWI, Social Security.....	406.
AA# A3313.840 - STOP DWI, Workers Compensation.....	1,129.
AA# A3313.860 - STOP DWI, Health Insurance.....	915.
AA# A4010.810 - Public Health Administration, Retirement.....	14,411.
AA# A4012.810 - Public Health-Clinic, Retirement.....	9,629.
AA# A4012.860 - Public Health-Clinic, Health Insurance.....	9,973.
AA# A4015.840 - Lead Screening Program, Workers Compensation	448.
AA# A4018.810 - Environmental Health, Retirement	8,227.
AA# A4018.840 - Environmental Health, Workers Compensation	537.
AA# A4018.860 - Environmental Health, Health Insurance	1,726.
AA# A4020.830 - COVID-19, Social Security	33.
AA# A4060.810 - EHC Admin (3-5 yrs), Retirement.....	2,718.
AA# A4060.840 - EHC Admin (3-5 yrs), Workers Compensation.....	297.
AA# A4060.860 - EHC Admin (3-5 yrs), Health Insurance.....	2,902.
AA# A4062.850 - Lead Poisoning Prevention Insurance	5,062.
AA# A4089.810 - Immunization Action Plan, Retirement	2,694.
AA# A4089.830 - Immunization Action Plan, Social Security.....	1,150.
AA# A4091.850 - Cancer Services, Unemployment Insurance.....	758.
AA# A4091.860 - Cancer Services, Health Insurance.....	16,579.
AA# A4310.810 - Mental Health Administration, Retirement.....	13,969.
AA# A4310.860 - Mental Health Administration, Health Insurance	1,145.
AA# A5620.840 - Department of Aviation, Workers Compensation.....	2,320.
AA# A5620.850 - Department of Aviation, Unemployment Insurance	10,138.
AA# A5620.860 - Department of Aviation, Health Insurance	9,297.
AA# A6010.840 - Social Services Administration, Workers Compensation.....	2,008.
AA# A6010.860 - Social Services Administration, Health Insurance.....	14,382.
AA# A6011.840 - Social Services Administration, Workers Compensation.....	3,793.
AA# A6011.850 - Social Services Administration, Unemployment Insurance.....	16,010.
AA# A6011.860 - Social Services Administration, Health Insurance.....	115,754.
AA# A6012.840 - Temporary Assistance, Workers Compensation.....	684.

AA# A6012.850 - Temporary Assistance, Unemployment Insurance.....	30,342.
AA# A6013.860 - Medicaid Administration, Health Insurance	13,599.
AA# A6014.810 - Employment Programs, Retirement.....	12,651.
AA# A6014.860 - Employment Programs, Health Insurance.....	33,532.
AA# A6015.810 - Home Energy Assistance Program, Retirement.....	9,580.
AA# A6015.840 - Home Energy Assistance Program, Workers Compensation.....	341.
AA# A6015.860 - Home Energy Assistance Program, Health Insurance.....	2,387.
AA# A6019.840 - Day Care Administration, Workers Compensation	443.
AA# A6019.860 - Day Care Administration, Health Insurance	25,216.
AA# A6510.840 - Veterans-Service Agency, Workers Compensation.....	162.
AA# A6510.850 - Veterans-Service Agency, Unemployment Insurance.....	1,993.
AA# A6610.860 - Weights & Measures, Health Insurance.....	2,372.
AA# A6772.810 - Office for the Aging, Retirement	13,334.
AA# A6772.850 - Office for the Aging, Unemployment Insurance.....	1,522.
AA# A6772.860 - Office for the Aging, Health Insurance.....	36,171.
AA# A6773.810 - OFA-Senior Nutrition Program, Retirement.....	4,593.
AA# A6773.860 - OFA-Senior Nutrition Program, Health Insurance	4,660.
AA# A6774.850 - OFA-Office of Continuing Care, Unemployment Insurance	121.
AA# A7310.810 - Youth Bureau, Retirement	982.
AA# A7310.860 - Youth Bureau, Health Insurance	796.
AA# A8020.840 - Planning, Workers Compensation	4.
AA# A8020.850 - Planning, Unemployment Insurance	139.
AA# A9040.840 - Health Insurance, Workers Compensation.....	1.
AA# A9050.850 - Health Insurance, Unemployment Insurance.....	<u>12,112.</u>

"A" Fund Total: \$ 2,251,607.

AA# D3310.810 - Public Works Traffic Control, Retirement.....	\$ 4,497.
AA# D5010.810 - Engineering, Retirement	9,259.
AA# D5020.830 - Engineering, Social Security	2,999.
AA# D5020.860 - Engineering, Health Insurance	30,232.
AA# D5110.810 - Maintenance of Highways, Retirement.....	<u>17,642.</u>

"D" Fund Total: \$ 64,629.

AA# G8110.860 - Water Pollution Control-Administration, Health Insurance.....	\$ 2,466.
AA# G8120.810 - Water Pollution Control-Sanitary Sewers, Retirement.....	531.
AA# G8120.860 - Water Pollution Control-Sanitary Sewers, Health Insurance.....	16,999.
AA# G8130.810 - Water Pollution Control-Sewage Treatment, Retirement.....	1,783.
AA# G8130.860 - Water Pollution Control-Sewage Treatment, Health Insurance.....	22,245.
AA# G8140.860 - Water Pollution Control-Industrial, Health Insurance	<u>4,496.</u>

"G" Fund Total: \$ 48,520.

AA# J6293.830 - Summer Youth Employment Program, Social Security.....	\$ 1,899.
AA# J6293.840 - Summer Youth Employment Program, Workers Compensation	1,782.
AA# J6293.850 - Summer Youth Employment Program, Unemployment Insurance ..	1,891.
AA# J6298.830 - Summer Youth Employment Program, Social Security.....	12,116.
AA# J6298.840 - Summer Youth Employment Program, Workers Compensation	1,274.
AA# J6298.850 - Summer Youth Employment Program, Unemployment Insurance...	8,079.
AA# J6300.830 - Office of Workforce Development, Social Security	3,596.

AA# J6300.860 - Office of Workforce Development, Health Insurance.....	294.
AA# J6302.830 - Administration-Other Grants, Social Security	11.
AA# J6303.850 - Oneida County College Student Corps	<u>6,827.</u>
"J" Fund Total:\$	37,769.
AA# K8221.860 - K-Planning-Joint Activity/Planning Fund, Health Insurance	<u>24,105.</u>
"K" Fund Total:\$	24,105.

FROM:

AA# A1010.830 - Board of Legislators, Social Security.....	\$ 936.
AA# A1010.840 - Board of Legislators, Social Security.....	478.
AA# A1010.850 - Board of Legislators, Social Security.....	1,303.
AA# A1110.830 - County Court, Social Security.....	797.
AA# A1110.840 - County Court, Workers Compensation.....	37.
AA# A1165.830 - District Attorney Office, Social Security	13,818.
AA# A1165.850 - District Attorney Office, Unemployment Insurance	3,435.
AA# A1170.850 - Public Defender-Criminal, Unemployment Insurance.....	2,979.
AA# A1172.830 - Public Defender-Regional immigration, Social Security.....	277.
AA# A1172.840 - Public Defender-Regional immigration, Workers Compensation ...	45.
AA# A1172.850 - Public Defender-Regional immigration, Unemployment Insurance	687.
AA# A1173.830 - Public Defender-Civil, Social Security.....	7,342.
AA# A1173.840 - Public Defender-Civil, Workers Compensation	181.
AA# A1173.850 - Public Defender-Civil, Unemployment Insurance	1,689.
AA# A1174.810 - Public Defender-OILS, Retirement.....	95,216.
AA# A1174.830 - Public Defender-OILS, Social Security	46,790.
AA# A1174.840 - Public Defender-OILS, Workers Compensation.....	17,167.
AA# A1174.850 - Public Defender-OILS, Unemployment Insurance	1,533.
AA# A1174.860 - Public Defender-OILS, Health Insurance	155,732.
AA# A1230.830 - County Executive, Social Security.....	513.
AA# A1230.850 - County Executive, Unemployment Insurance.....	1,481.
AA# A1230.860 - County Executive, Health Insurance.....	4,551.
AA# A1310.830 - Finance-Commissioner, Social Security	2,013.
AA# A1310.840 - Finance-Commissioner, Workers Compensation	33.
AA# A1310.850 - Finance-Commissioner, Unemployment Insurance	470.
AA# A1311.830 - Finance-Treasury, Social Security	1,822.
AA# A1311.850 - Finance-Treasury, Health Insurance.....	692.
AA# A1312.810 - Finance-Real Property Tax Services, Retirement	14,494.
AA# A1312.830 - Finance-Real Property Tax Services, Social Security.....	7,638.
AA# A1312.850 - Finance-Real Property Tax Services, Unemployment Insurance.....	785.
AA# A1313.830 - Finance-Real Estate, Social Security	1,221.
AA# A1313.850 - Finance-Real Estate, Unemployment Insurance	2,360.
AA# A1313.860 - Finance-Real Estate, Health Insurance.....	13,558.
AA# A1315.810 - Audit & Control, Retirement	3,072.
AA# A1315.830 - Audit & Control, Social Security.....	2,601.
AA# A1315.840 - Audit & Control, Workers Compensation	613.
AA# A1315.850 - Audit & Control, Unemployment Insurance	1,821.
AA# A1340.840 - Budget Office, Workers Compensation	299.
AA# A1340.850 - Budget Office, Unemployment Insurance.....	403.
AA# A1345.810 - Purchasing, Retirement	2,752.

AA# A1345.830 - Purchasing, Social Security.....	5,068.
AA# A1345.850 - Purchasing, Unemployment Insurance.....	67.
AA# A1345.860 - Purchasing, Health Insurance.....	10,439.
AA# A1410.810 - Registrar, Retirement	1,780.
AA# A1410.830 - Registrar, Social Security.....	6,759.
AA# A1410.860 - Registrar, Health Insurance.....	10,640.
AA# A1411.830 - Motor Vehicle Bureau, Social Security	7,574.
AA# A1411.840 - Motor Vehicle Bureau, Workers Compensation.....	538.
AA# A1411.860 - Motor Vehicle Bureau, Health Insurance.....	36,291.
AA# A1412.830 - Naturalization, Social Security	115.
AA# A1412.840 - Naturalization, Workers Compensation.....	1.
AA# A1412.860 - Naturalization, Health Insurance.....	132.
AA# A1420.830 - Law Department, Social Security.....	26,262.
AA# A1420.860 - Law Department, Health Insurance.....	27,783.
AA# A1430.830 - Personnel, Social Security.....	5,968.
AA# A1430.840 - Personnel, Workers Compensation.....	128.
AA# A1430.860 - Personnel, Health Insurance.....	16,357.
AA# A1450.830 - Board of Elections, Social Security	6,070.
AA# A1450.860 - Board of Elections, Health Insurance.....	12,246.
AA# A1480.840 - Personnel-Health Ins, Workers Compensation	17.
AA# A1480.850 - Personnel-Health Ins, Unemployment Insurance.....	264.
AA# A1480.860 - Personnel-Health Ins, Health Insurance.....	6,087.
AA# A1490.840 - DPW-Public Works, Workers Compensation.....	26.
AA# A1490.850 - DPW-Public Works, Unemployment Insurance	498.
AA# A1490.860 - DPW-Public Works, Health Insurance	15,716.
AA# A1610.830 - Division of Information & Technologies, Social Security.....	18,397.
AA# A1610.840 - Division of Information & Technologies, Workers Compensation.	4,490.
AA# A1610.860 - Division of Information & Technologies, Health Insurance.....	9,525.
AA# A1620.860 - Buildings & Grounds, Health Insurance	4,323.
AA# A1670.830 - Central Print & Mail Services, Social Security.....	4,689.
AA# A3020.840 - Emergency Communications, Workers Compensation	687.
AA# A3020.850 - Emergency Communications, Unemployment Insurance	1,587.
AA# A3110.830 - Sheriff-Administration, Social Security.....	1,768.
AA# A3110.840 - Sheriff-Administration, Workers Compensation	72.
AA# A3110.850 - Sheriff-Administration, Unemployment Insurance.....	1,027.
AA# A3111.810 - Sheriff-Stop DWI, Retirement	2,416.
AA# A3111.830 - Sheriff-Stop DWI, Social Security.....	295.
AA# A3111.850 - Sheriff-Stop DWI, Unemployment Insurance.....	318.
AA# A3111.860 - Sheriff-Stop DWI, Health Insurance.....	21,016.
AA# A3112.850 - Sheriff-Security, Unemployment Insurance.....	1,468.
AA# A3112.860 - Sheriff-Security, Health Insurance	3,113.
AA# A3113.850 - Sheriff-Special Initiatives, Unemployment Insurance	572.
AA# A3115.810 - Sheriff-Civil, Retirement	45,936.
AA# A3115.830 - Sheriff-Civil, Social Security	19,346.
AA# A3115.840 - Sheriff-Civil, Workers Compensation	2,803.
AA# A3115.850 - Sheriff-Civil, Unemployment Insurance	1,777.
AA# A3115.860 - Sheriff-Civil, Health Insurance	866.
AA# A3117.830 - Sheriff-Court Attendant, Social Security	3,714.
AA# A3120.850 - Sheriff-Law Enforcement, Unemployment Insurance	3,976.
AA# A3121.830 - Sheriff-SPO, Social Security.....	51,639.
AA# A3140.810 - Probation-Office of Probation, Retirement.....	44,468.

AA# A3140.830 - Probation-Office of Probation, Social Security	32,789.
AA# A3140.840 - Probation-Office of Probation, Workers Compensation.....	92.
AA# A3140.850 - Probation-Office of Probation, Unemployment Insurance	2,686.
AA# A3140.860 - Probation-Office of Probation, Health Insurance.....	85,794.
AA# A3141.810 - Probation-Domicile Restriction Program, Retirement.....	4,894.
AA# A3141.830 - Probation-Domicile Restriction Program, Social Security	1,323.
AA# A3141.840 - Probation-Domicile Restriction Program, Workers Compensation.	86.
AA# A3141.850 - Probation-Domicile Restriction Program, Unemployment Ins	472.
AA# A3142.850 - Probation-PINS, Unemployment Insurance.....	1,377.
AA# A3144.810 - Probation-Raise the Age, Retirement.....	1,305.
AA# A3144.840 - Probation-Raise the Age, Workers Compensation	3,230.
AA# A3144.850 - Probation-Raise the Age, Unemployment Insurance	340.
AA# A3145.810 - Probation-Rome Safe School, Retirement	8,626.
AA# A3145.830 - Probation-Rome Safe School, Social Security.....	1,987.
AA# A3145.840 - Probation-Rome Safe School, Workers Compensation	419.
AA# A3145.850 - Probation-Rome Safe School, Unemployment Insurance.....	136.
AA# A3145.860 - Probation-Rome Safe School, Health Insurance.....	8,933.
AA# A3150.810 - Sheriff-Jail Inmates, Retirement	199,679.
AA# A3150.840 - Sheriff-Jail Inmates, Workers Compensation	5,329.
AA# A3152.830 - Sheriff-Inmate Commissary, Social Security.....	1,749.
AA# A3152.840 - Sheriff-Inmate Commissary, Workers Compensation	564.
AA# A3152.850 - Sheriff-Inmate Commissary, Unemployment Insurance.....	100.
AA# A3313.810 - STOP-DWI, Retirement.....	7,872.
AA# A3313.850 - STOP-DWI, Unemployment Insurance	209.
AA# A4010.830 - Public Health Administration, Social Security	2,630.
AA# A4010.840 - Public Health Administration, Workers Compensation.....	308.
AA# A4010.850 - Public Health Administration, Unemployment Insurance	1,880.
AA# A4010.860 - Public Health Administration, Health Insurance	18,180.
AA# A4011.810 - Public Health-PHC Administration, Retirement.....	701.
AA# A4011.830 - Public Health-PHC Administration, Social Security	848.
AA# A4011.840 - Public Health-PHC Administration, Workers Compensation	310.
AA# A4011.850 - Public Health-PHC Administration, Unemployment Insurance	28.
AA# A4011.860 - Public Health-PHC Administration, Health Insurance	221.
AA# A4012.830 - Public Health-Clinic, Social Security	9,533.
AA# A4012.840 - Public Health-Clinic, Workers Compensation.....	409.
AA# A4012.850 - Public Health-Clinic, Unemployment Insurance	1,798.
AA# A4015.810 - Lead Screening Program, Retirement	4,505.
AA# A4015.830 - Lead Screening Program, Social Security.....	130.
AA# A4015.850 - Lead Screening Program, Unemployment Insurance.....	355.
AA# A4015.860 - Lead Screening Program, Health Insurance.....	12,264.
AA# A4018.830 - Environmental Health, Social Security.....	3,804.
AA# A4018.850 - Environmental Health, Unemployment Insurance	237.
AA# A4059.810 - Public Health-Early Intervention Admin, Retirement.....	16,588.
AA# A4059.830 - Public Health-Early Intervention Admin, Social Security	3,327.
AA# A4059.840 - Public Health-Early Intervention Admin, Workers Compensation .	43.
AA# A4059.850 - Public Health-Early Intervention Admin, Unemployment Insurance	1,043.
AA# A4059.860 - Public Health-Early Intervention Admin, Health Insurance	12,497.
AA# A4060.830 - Public Health-EHC Admin, Social Security	532.
AA# A4060.850 - Public Health-EHC Admin, Unemployment Insurance	553.
AA# A4062.810 - Public Health-Lead Poisoning Prevention, Retirement	18,949.
AA# A4062.830 - Public Health-Lead Poisoning Prevention, Social Security.....	2,760.

AA# A4062.840 - Public Health-Lead Poisoning Prevention, Workers Compensation	1,975.
AA# A4062.860 - Public Health-Lead Poisoning Prevention, Health Insurance	3,139.
AA# A4089.840 - Immunization Action Plan, Workers Compensation	394.
AA# A4089.850 - Immunization Action Plan, Unemployment Insurance	201.
AA# A4089.860 - Immunization Action Plan, Health Insurance	101.
AA# A4091.810 - Public Health-Cancer Services, Retirement.....	8,643.
AA# A4091.830 - Public Health-Cancer Services, Social Security	959.
AA# A4091.840 - Public Health-Cancer Services, Workers Compensation.....	193.
AA# A4210.860 - Budget-Substance Abuse, Health Insurance	221.
AA# A4220.810 - Public Health-DOJ/IIR-OD Map, Retirement.....	5,640.
AA# A4220.830 - Public Health- DOJ/IIR-OD Map, Social Security	1,511.
AA# A4220.840 - Public Health- DOJ/IIR-OD Map, Workers Compensation	1,903.
AA# A4220.850 - Public Health- DOJ/IIR-OD Map, Unemployment Insurance	170.
AA# A4220.860 - Public Health- DOJ/IIR-OD Map, Health Insurance	8,624.
AA# A4310.830 - Mental Health Administration, Social Security	6,945.
AA# A4310.840 - Mental Health Administration, Workers Compensation	642.
AA# A4310.850 - Mental Health Administration, Unemployment Insurance	1,228.
AA# A4535.860 - Budget-Boardacres Residual, Health Insurance	7,611.
AA# A5620.810 - Department of Aviation, Retirement.....	14,453.
AA# A5620.830 - Department of Aviation, Social Security	15,676.
AA# A6010.810 - Social Services Administration, Retirement	209,227.
AA# A6010.830 - Social Services Administration, Social Security.....	46,681.
AA# A6010.850 - Social Services Administration, Unemployment Insurance.....	7,950.
AA# A6011.810 - DSS-Children & Adult Svcs, Retirement	26,977.
AA# A6011.830 - DSS-Children & Adult Svcs, Social Security	77,824.
AA# A6012.810 - Temporary Assistance, Retirement	26,204.
AA# A6012.830 - Temporary Assistance, Social Security.....	61,193.
AA# A6012.860 - Temporary Assistance, Health Insurance.....	1,507.
AA# A6013.810 - Medicaid Administration, Retirement	15,476.
AA# A6013.830 - Medicaid Administration, Social Security	12,469.
AA# A6013.840 - Medicaid Administration, Health Insurance	1,345.
AA# A6013.850 - Medicaid Administration, Unemployment Insurance	2,708.
AA# A6014.830 - Employment Programs, Social Security.....	10,633.
AA# A6014.840 - Employment Programs, Workers Compensation.....	63.
AA# A6014.850 - Employment Programs, Unemployment Insurance.....	2,218.
AA# A6015.830 - HEAP, Social Security	1,050.
AA# A6015.850 - HEAP, Unemployment Insurance	1,756.
AA# A6019.810 - Day Care Administration, Retirement.....	10,081.
AA# A6019.830 - Day Care Administration, Social Security	2,814.
AA# A6019.850 - Day Care Administration, Unemployment Insurance	1,006.
AA# A6510.810 - Veterans Service Agency, Retirement	6,015.
AA# A6510.830 - Veterans Service Agency, Social Security	2,462.
AA# A6510.860 - Veterans Service Agency, Unemployment Insurance	12,200.
AA# A6610.810 - Purchasing-Bureau of Weights & Measure, Retirement.....	245.
AA# A6610.830 - Purchasing-Bureau of Weights & Measure, Social Security	848.
AA# A6610.840 - Purchasing-Bureau of Weights & Measure, Workers Comp	51.
AA# A6610.850 - Purchasing-Bureau of Weights & Measure, Unemployment Ins	332.
AA# A6772.830 - Office for the Aging, Social Security	3,189.
AA# A6772.840 - Office for the Aging, Workers Compensation	429.
AA# A6773.830 - OFA-Senior Nutrition Program, Social Security	938.
AA# A6773.840 - OFA-Senior Nutrition Program, Workers Compensation.....	21.

AA# A6773.850 - OFA-Senior Nutrition Program, Unemployment Insurance	318.
AA# A6774.810 - OFA-Office of Continuing Care, Retirement.....	34,774.
AA# A6774.830 - OFA-Office of Continuing Care, Social Security	27,280.
AA# A6774.840 - OFA-Office of Continuing Care, Workers Compensation	673.
AA# A6774.860 - OFA- Office of Continuing Care, Unemployment Insurance	46,417.
AA# A7310.830 - Youth Bureau, Social Security.....	56.
AA# A7310.840 - Youth Bureau, Workers Compensation	15.
AA# A7310.850 - Youth Bureau, Unemployment	238.
AA# A8020.810 - Planning, Retirement.....	9,904.
AA# A8020.830 - Planning, Social Security	1,666.
AA# A8020.860 - Planning, Unemployment Insurance	13,506.
AA# A1994.495116 - Special Items, Contingent	<u>145,447.</u>
	"A" Fund Total: \$ 2,251,607.

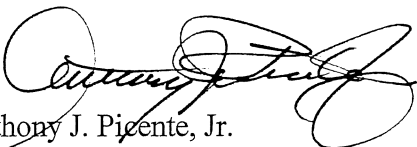
AA# D5010.840 - Highway & Bridges Administration, Workers Compensation.....	268.
AA# D5010.850 - Highway & Bridges Administration, Unemployment Insurance	675.
AA# D5110.830 - Maintenance of Highways & Bridges, Social Security	25,221.
AA# D5110.860 - Maintenance of Highways & Bridges, Health Insurance	<u>38,465.</u>
	"D" Fund Total: \$ 64,629.

AA# G8110.850 - Water Pollution Control-Administration, Unemployment Ins..... \$	889.
AA# G8120.830 - Water Pollution Control-Sanitary Sewers, Social Security.....	3,209.
AA# G8130.830 - Water Pollution Control-Sewage Treatment, Social Security.....	10,690.
AA# G8130.840 - Water Pollution Control-Sewage Treatment, Workers Comp	<u>33,732.</u>
	"G" Fund Total: \$ 48,520.

AA# J6300.810 - Office of Workforce Development, Retirement.....	1,499.
AA# J6300.840 - Office of Workforce Development, Workers Compensation.....	4,647.
AA# J6303.830 - Oneida County College Students Corps, Social Security.....	301.
AA# J6303.840 - Oneida County College Students Corps, Workers Compensation	<u>31,322.</u>
	"J" Fund Total: \$ 37,769.

AA# K8221.860 - K-Planning-Joint Activity/Planning Fund, Retirement.....	<u>24,105.</u>
	"K" Fund Total: \$ 24,105.

Respectfully submitted,



Anthony J. Picente, Jr.
Oneida County Executive

AJP
CC:County Attorney
Comptroller
Budget Director

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

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

December 14, 2020

FN 20 21-069

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following contract amendment between Homemakers of the Mohawk Valley, Inc. d/b/a Caregivers for your review and approval. If this amendment meets with your approval, please forward to the Board of Legislators for further consideration.

This purpose of this amendment is to increase the rate of Personal Care Aide (PCA) Level 1 and 2. The amended PCA Level 1 rate would be \$21.50 per hour and PCA Level 2 rate would be \$22.00. This amendment would commence April 1, 2020 and terminate March 31, 2021.

Please feel free to contact this office, should you have any questions regarding this amendment.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/md
Enclosure

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

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

Date 2-24-21



OFFICE FOR THE AGING

DEPARTMENT OF SOCIAL SERVICES

VETERANS SERVICES

YOUTH BUREAU

Oneida Co. Department: Office for the Aging

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Homemakers of the Mohawk Valley, Inc.
d/b/a Caregivers
2465 Sheridan Drive
Tonawanda, NY14150

Title of Activity or Service: Amendment

Proposed Dates of Operation: April 1, 2020 through March 31, 2021

Client Population/Number to be Served: Approximately 59 individuals, age 60 or above

Summary Statements:

1) Narrative Description of Proposed Services

To provide non-medical homemaker/personal care services to Oneida County residents, age 60 and older who are functionally impaired in at least one Activity of Daily Living (i.e. bathing, dressing, toileting) or two Instrumental Activities of Daily Living (i.e. housekeeping, shopping, and preparing meals).

2) Program/Service Objectives and Outcomes:

- To provide personal care services to frail, disabled or homebound individuals who are limited in their activities of daily living.
- Usual tasks that may be performed by the Housekeeper/Chore Worker (PCA Level 1) include:
 - Making/changing beds, dusting/vacuuming, light cleaning of kitchens, bedrooms and bathrooms, dishwashing, shopping for clients, laundering, transportation to various appointments and community activities.
- Usual tasks that may be performed by the Personal Care Worker (PCA Level II) include:
 - All of PCA Level I tasks as well as bathing, dressing, grooming, assistance toileting, preparation of meals, feeding and administering medications.

3) Program Design and Staffing

Personal Care Workers will provide a variety of services that include physically assisting clients with medical needs. Homemaker/Chore Workers will provide clients with assistance with regular housekeeping and chores. Designated qualified supervisors will train both PCA I and PCA II workers and make regularly scheduled visits to the clients' home to ensure the client's satisfaction with their services.

Total Funding Requested: **\$238,785.00** **Account #: A6774.495.99**

Oneida County Dept. Funding Recommendation: **\$238,785.00**

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

Federal: 0% (\$0) State: 75% (\$179,088.75) County: 25% (\$59,696.25)

Cost Per Client Served: \$21.50 per hour for housekeeper/chore workers (PCA Level I)
\$22.00 per hour for homemaker/personal care worker (PCA Level II)

Past Performance Data: Current provider of personal care services for OFA EISEP clients.

O.C. Department Staff Comments: Amendment to increase the rate of PCA Level I and 2 to commence on April 1, 2020. The termination date and total contract amount will remain the same as the original contract.

AMENDMENT

This Amendment is between the **HOMEMAKERS OF THE MOHAWK VALLEY, INC. d/b/a CAREGIVERS**, a domestic business corporation organized and existing under the laws of the State of New York, with its principal offices located at 2465 Sheridan Drive, Tonawanda, New York 14150, and service locations at 1900 Genesee Street, Utica, New York 13502, and 111 East Chestnut Street, Suite 205, Rome, New York 13440, hereinafter known as the "CONTRACTOR," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 Park Avenue, Utica, New York 13501, by and through its **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**, hereinafter known as the "COUNTY," collectively, the "PARTIES."

WITNESSETH

WHEREAS, the PARTIES hereto entered into an agreement that was fully executed on July 20, 2020 (COUNTY contract no. 102241), hereinafter referred to as the "ORIGINAL AGREEMENT," a copy of which is annexed hereto as "Exhibit A;" and

WHEREAS, the PARTIES wish to increase the hourly rates the COUNTY reimburses to the CONTRACTOR in the ORIGINAL AGREEMENT;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the PARTIES do hereby agree as follows:

1. This Amendment shall be effective on April 1, 2020.
2. Section 4, paragraph B of the ORIGINAL AGREEMENT shall be amended to read as follows: The COUNTY agrees to reimburse the CONTRACTOR at the rate of \$22.00 per hour for homemaker/personal care (PCA Level II), and \$21.50 per hour for housekeeper/chore (PCA Level 1). A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments when the client is attending less than five (5) hours per day.
3. All other terms of the ORIGINAL AGREEMENT shall remain in effect without change or alteration.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written below.

HOMEMAKERS OF THE MOHAWK VALLEY, INC.
d/b/a CAREGIVERS

C. Pfl CEO

Carmen P. Flitt, Chief Executive Officer

1/3/21

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Colleen Fahy-Box

Colleen Fahy-Box, Commissioner

2/22/21

Date

Approved:

By: Kimberly A. Kolch, Assistant County Attorney

Date

AGREEMENT

This is an Agreement made by and between the Homemakers of the Mohawk Valley, Inc., d/b/a/ Caregivers, a domestic business corporation organized and existing under the laws of the State of New York, located at 2465 Sheridan Drive, Tonawanda, New York 14150, with service locations at 1900 Genesee Street, Utica, New York 13502, and 111 East Chestnut Street, Suite 205, Rome, New York 13440, (hereinafter referred to as the "Contractor") and the County of Oneida, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 Park Ave., Utica, New York 13501, by and through its Department of Family and Community Services (hereinafter referred to as the "Department") and the Department's Office of the Aging and Continuing Care, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, (hereinafter referred to as the "County"). All parties to the Agreement are hereinafter collectively known as the "Parties."

WITNESSETH:

WHEREAS, the County has the primary responsibility for the overall planning and coordination of funds from sources including the Federal Older Americans Act (OAA) (Title III); New York State Office For the Aging (NYSOFA); Expanded In-Home Services for the Elderly Program (EISEP); Community Services for the Elderly (CSEP); Congregate Services Initiative (CSI); Supplemental Nutrition Assistance Program (SNAP); Health Insurance Information Counseling and Assistance (HICAP); Medicare Improvements for Patients and Providers Act (MIPPA)/Senior Health Insurance Program (SHIP); and County of Oneida funds; and

WHEREAS, the County has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the County; and

WHEREAS, the County will provide technical assistance, upon request, to assist the Contractor in more effectively carrying out service delivery and/or complying with federal, state and local statutes, policies, rules and regulations; and

WHEREAS, the Contractor is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. TERM OF AGREEMENT

- A. This Agreement shall commence April 1, 2020 and shall terminate March 31, 2021.
- B. The County and the Contractor may negotiate this Agreement annually. The County is not obligated to renew this Agreement with the Contractor. The County reserves the right to seek the same or similar Services from third parties.

2. SCOPE OF SERVICES-

- A. The Contractor shall provide the following services
 - a. Non-medical homemaker/personal care (PCA Level II),
 - b. Housekeeper/chore (PCA Level I), and
 - c. III-E in-home community-based PCA Level II respite services through the County's EISEP/III-E Programs;
- B. PCA Level II and PCA Level I services shall be provided to those Oneida County residents who are age sixty (60) or older and who are functionally impaired in at least one (1) Activity of Daily Living (e.g., bathing, dressing, toileting) or two (2) Instrumental Activities of Daily Living (e.g., housekeeping, shopping, preparing meals);
- C. EISEP/III-E respite services shall be provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) or older and who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activities of Daily Living.
- D. Residents who are eligible for services are referred to as "clients."
- E. The Parties agree that
 - a. All EISEP/III-E funded services provided by the Contractor shall be pre-approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.
 - b. Non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.
 - c. The EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service Clients shall be provided environmental support and personal care functions.

F. The tasks that may be performed by a homemaker/personal care (PCA Level II) and a housekeeper/chore (PCA Level I) worker are enumerated in the New York State regulations at 18 NYCRR 505.14(5)(i)(a) and (ii)(a).

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)
- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundry; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails, teeth, and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan, commode or toilet; (Level II)
- 14) some assistance in walking, beyond that assistance provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)

- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II)
- 21) assistance with changing of simple dressings. (Level II)

G. For the activities described herein, the measure of a UNIT is equal to one (1) hour of service to or on behalf of the client.

H. The Contractor shall assign a designated person to coordinate the assignments of workers.

I. The Contractor shall assign designated qualified supervisor(s) to insure the maintenance of quality care and provide the necessary support, understanding and consultation to the worker as s/he carries out the duties and responsibilities. The Contractor shall ensure that the supervisor(s):

- a. Make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker provides services to the client;
- b. Demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
- c. Provide information about the Contractor;
- d. Clarify the roles and responsibilities of the worker, the Client, and the supervisor in relation to the Care Plan;
- e. Conduct scheduled visits to the Client's home at least every six (6) months;
- f. Conduct unscheduled visits to the Client's home at least one (1) time a year;
- g. Evaluate the worker's performance of the required tasks;
- h. Provide to the worker appropriate information, consultation, instruction and demonstration as needed;

i. Determine the extent to which Client needs are appropriately and adequately being met;

j. Follow-up, as directed by the case manager, to report the findings of the supervisory visit; and

k. Provide the Client and/or authorized representative an opportunity to talk in private about the service being provided.

J. When a service promised by the Contractor for a scheduled assignment cannot be provided, the client is not at home, or there is a change in the client's condition, including death or hospitalization, the Contractor shall notify the County immediately via the approved fax form.

K. Any incident that occurs in the presence of Contractor's workers must be reported immediately in writing to the County on the specified fax form.

L. The Contractor shall provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health.

a. The Contractor shall instruct each worker how to work with the elderly. Each worker shall receive an orientation prior to delivering any in-home services.

b. Training shall include:

- 1) The housekeeping chores and/or personal care tasks which the worker may and may not perform;
- 2) The Contractor's policies and procedures; and
- 3) The rights of Clients as set forth in the EISEP standards and regulations.

M. MEDICAID PROCEDURES:

a. The Contractor shall not provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and respite services to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to clients in adult residential care facilities which had previously been provided by such facility.

b. The County shall collect the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

c. The Contractor shall bill Medicaid and credit the County for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for

those Medicaid-covered services provided three months prior to the Medicaid start date. The County will process prior approvals for Medicaid billing for services provided in this section.

- 1) The County shall notify the Contractor of client approval for Medicaid.
- 2) The Contractor shall credit the County for Medicaid payments received.
- 3) The Parties shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.
- 4) The County shall process prior approvals for Medicaid billing for services provided in this section.
- 5) The Contractor shall cooperate with the County to develop a comprehensive service delivery system for the EISEP/III-E Program.

N. Notwithstanding any other provisions in this Agreement, the Contractor and the County remain responsible for:

- a. Ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- b. Planning, coordination and ensuring the quality of all services provided; and
- c. Ensuring adherence by both Contractor and County staff to the Home Care Plan established for the Clients.

O. The County shall provide the Contractor with a care plan, confirmation of documentation, and a PCA approval form at the time of referral and every six months thereafter. It is the County's responsibility to develop the care plan according to regulations and to obtain required physician(s) orders related to the services being provided by the Contractor. A registered nurse from the County will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment, or new physician orders, the County shall develop a revised care plan and send a copy to the Contractor.

3. **PERFORMANCE OF SERVICES.** The Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. The Contractor shall use the Contractor's best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for communications with the client or client's caregiver in order to determine the location, method,

details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

4. **REIMBURSEMENT FOR SERVICES**

A. The County shall reimburse the Contractor for EISEP/III-B services that are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support III-B grants.

B. The County shall reimburse the Contractor the rates of \$20.00 per hour for homemaker/personal care (PCA Level II), and \$19.50 per hour for housekeeper/chore (PCA Level I).

C. The total payments for this Agreement shall not exceed Two Hundred Thirty-Eight Thousand Seven Hundred Eighty-Five Dollars (\$238,785.00).

D. Reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions, attached hereto as APPENDIX C.

E. The County shall not be liable for any late fees for any interest in late payments.

F. The obligations of the Parties are conditioned upon the continued availability of State and County funds. Should funds become unavailable or should appropriate State and County officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the County shall have the option to terminate this Agreement immediately upon providing written notice to the Contractor by certified mail. In such an event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

G. The County reserves the right to withhold payment under this Agreement due to Contractor's failure to properly perform its obligations under this Agreement. The County may withhold payment for including but not limited to:

- a. defective services;
- b. third party claims;
- c. failure of the Contractor to pay its subcontractors, if any;
- d. damage to the County; or
- e. failure to carry out the services in accordance with this Agreement.

H. The County shall not be responsible for any costs incurred by the Contractor prior to the effective date or following the termination date of this Agreement.

5. TRAINING

The Contractor shall not be required to attend or undergo any training by the County, other than those trainings mandated by the federal, state or local law and regulations necessary to perform the services described herein. Except for those mandated trainings, the Contractor shall be fully responsible for training required to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. INDEPENDENT CONTRACTOR STATUS

A. The relationship of the Contractor and its employees, subcontractors and/or partners to the County is to be that of Independent Contractors. The Contractor and its employees, subcontractors and/or partners are not employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its employees, subcontractors, and/or partners, in accordance with their status as Independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County and that they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

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

C. The Contractor and its employees, subcontractors and/or partners shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its employees, subcontractors, and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's

form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of worker's compensation insurance prior to execution of this Agreement.

E. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County because of the County not making such payments or withholdings.

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

G. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

7. SUBCONTRACTS

A. A subcontractor is a person and/or entity who has an agreement with the Contractor to perform any of the services stated herein.

B. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. The Contractor is responsible and liable for the performance of its employees, subcontractors and/or partners and shall ensure that they perform in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

C. The Contractor acknowledges and agrees that the Contractor and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

D. Prior to the execution of this Agreement, the Contractor shall furnish the County a list of names of subcontractors to whom the Contractor proposes to award any portion of the services. The Contractor shall provide the County with a copy of all agreement(s) between the Contractor and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

E. Any agreements between the Contractor and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. **NON ASSIGNMENT CLAUSE**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the County.

9. **STANDARD ASSURANCES**

A. The Contractor agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging and Continuing Care. The statement shall be in font that is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font, or underlined. (e.g., "*This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.*"). The Contractor shall forward copies of all materials to the County at the end of each month.

B. The County shall conduct a program review to ensure that the Contractor is in compliance with all standards and regulations as set forth in this Agreement.

10. **NYSOFA TERMS AND CONDITIONS**

A. The Contractor shall conform with all applicable federal, state, and local laws, federal and state regulations, and Program Standards and Program Instructions of the NYSOFA, including, but not limited to those listed in APPENDIX A.

B. The Contractor, to the extent it has discretion regarding to whom it will provide services, shall provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The Contractor shall concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The Contractor shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff who have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

E. For programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with LEP, and older adults residing in rural areas in the area served by it. The Contractor will provide services to the maximum extent feasible to low-income minority individuals, older individuals with LEP, and older adults residing in rural areas in accordance with their need for such services. The Contractor shall meet specific objectives established by the AAA for providing services to low-income minority individuals, older adults with LEP, and older adults residing in rural areas within the planning and service area.

11. GRIEVANCE PROCEDURES. The Contractor shall implement the County's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in APPENDIX B.

12. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The Contractor shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share.(match).

B. The Contractor shall comply with all voucher and contribution procedures, and submissions of required reports as described in the County Voucher Instructions, attached as APPENDIX C.

C. The County shall be responsible for sending monthly donation letters and collecting client contributions for all clients who attend Office for the Aging and Continuing Care funded personal care services. Any contributions received by the Contractor for Office for the Aging and Continuing Care funded by the client, directly, will be reported and deducted on monthly vouchers by the Contractor.

D. The Contractor shall report to the County any additional moneys or program income (contributions, donations, etc.) given to the CSEP/III-E supported programs. Program income is gross income received by the Contractor directly generated by a County grant supported activity, or earned as a result of the County grant agreement during the grant period.

E. The Contractor shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The County shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure that expenditures are in proportion to the total program budget.

G. The Contractor shall agree to have an independent audit conducted for the contracted program if it has been a Contractor for two (2) years or more. The Contractor shall ensure that a copy of the audit is submitted to the County upon completion of the program/fiscal audit conducted by the outside auditor.

H. The Contractor shall maintain fiscal records for six (6) years and shall make them available for the County to review upon request.

I. The Contractor shall cooperate with the close-out audit that is required when the contract is terminated.

J. The Contractor shall follow close-out procedures administered by the County in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

13. INDEMNIFICATION and INSURANCE

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

1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.

a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

b. The County, and all other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Coverage for these additional insureds shall include completed operations.

2. Medical Malpractice/Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

a. Coverage for review of medical records and resulting professional assessment.

3. Workers' Compensation and Employer's Liability Insurance. In the event the Contractor engages any employees, leased employees, volunteers or Subcontractors, the Contractor shall be required to obtain such coverage.

a. Statutory limits apply.

B. **Certificates of Insurance:** Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. The Contractor shall provide full policy documents and any other information regarding her insurance coverages upon request of the County. These certificates and the insurance policies required above shall contain a

provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

C. **Waiver of Subrogation:** The Contractor waives all rights against the County and the Department and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Medical Malpractice/Professional Liability, Automobile Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

D. The Contractor shall at all times defend, indemnify, and hold the County and Department and their officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Contractor, or its Subcontractors, with respect to this Agreement and any of the terms thereof.

E. The Contractor shall be solely responsible for the safety and protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the Contractor or not.

F. The Contractor shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the Contractor and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of the Agreement.

G. The Contractor shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the County from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the Contractor, its officers, trustees, agents, servants, volunteers or independent subcontractors.

H. Insurance provisions in this Agreement are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the

indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

I. **No Representation of Coverage Adequacy.** By requiring insurance, the County does not represent that coverage and limits will be adequate to protect the Contractor. The County reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor may it be construed or considered a waiver of the Contractor's obligation to maintain the required insurance at all times during the performance of this Agreement.

J. **Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Agreement by keeping coverage in force using the effective date of this Agreement as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Agreement, and can never be after the effective date of this Agreement. Upon completion or termination of this Agreement, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Agreement.

K. The obligations of the Contractor under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

L. The Contractor shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the Contractor in the above Insurance Requirements paragraphs.

M. The County may suspend payment(s) to the Contractor if the Contractor and/or its subcontractors, if any, fails to provide the required insurance documentation in a timely manner.

14. REPORTING REQUIREMENTS

A. All client records and files are owned by the County.

B. The County shall, pursuant to the requirements for CSEP/III-B funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

C. The Contractor shall provide the County with required information needed to meet planning, coordination, evaluation, and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the payment voucher on a monthly basis.

D. The Contractor shall maintain appropriate client records on each EISEP client who receives services through this program and shall provide client records to the County upon request.

E. The Contractor shall comply with policies ensuring client confidentiality, as established by the County. When information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision, pertinent information shall be shared in accordance with federal and state regulations and statutes.

F. The Contractor shall timely provide the County with required monthly, periodic, and/or special reports.

15. COORDINATION REQUIREMENTS

A. The Parties shall coordinate referrals.

B. The Parties shall work with older persons who are not eligible for services through this Agreement to obtain needed services.

C. The Contractor shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

16. AGREEMENT CANCELLATION

A. The County may cancel this Agreement for failure of the Contractor to comply with the terms and conditions of this Agreement.

B. The Parties each reserve the right to cancel the Agreement upon a thirty (30) day written notice to the other Party.

C. The Contractor agrees that in the event of termination, the Contractor shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30)

days after the date of termination. Any unexpended funds shall be the property of the County. The Contractor shall not incur new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

D. The Contractor shall coordinate with the County and other providers to ensure that any break in service to clients is not be detrimental to a clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the clients' behalf.

17. **ENTIRE AGREEMENT**

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

18. **STANDARD ADDENDUM**

The Contractor shall comply with the County's Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as APPENDIX D.

19. **CHOICE OF LAW/FORUM**

A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

20. **SUCCESSORS AND ASSIGNS**

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

21. **SEVERABILITY**

If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

22. **AUTHORITY TO ACT/SIGN**

The Contractor hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations. The execution and delivery by Contractor of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Contractor; no other action on the part of the Contractor or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Contractor to enter into this Agreement, or to consummate the transactions contemplated herein.

23. **ADVICE OF COUNSEL**

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


IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written below.

Homemakers of the Mohawk Valley, Inc.
d/b/a Caregivers

C. P. Flitt CEO
Carmen Flitt, Vice President/CEO
CEO

Date

COUNTY OF ONEIDA


Anthony J. Picente, Jr., County Executive

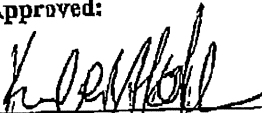
7/20/20
Date

DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Colleen Fahy-Box
Colleen Fahy-Box, Commissioner Date

6/3/20

Approved:


Kimberly A. Kolch, Assistant County Attorney

7/16/20
Date

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 75 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Nondiscrimination on the Basis of Race, Color, National Origin, Sex, Age, or Disability)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
Nutrition Services Incentive Program (NSIP). (7 C.F.R. Secs 250.68 et seq.)
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Un-satisfaction of Service

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed; a determination that services are no longer needed; or if the client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individuals must submit their grievances in writing to the Director of the Office for the Aging who will forward it to the designated person of the provider agency to conduct the initial review.
- The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied. The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time, and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance with the Older Americans Act and State laws and regulation and whether the action was supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s/he has the right to further review as follows:

- S/he may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.

- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include, at a minimum: the initial grievance; any investigative reports; all written responses; any documents or other records submitted by any party; and, if applicable, the notice of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2018-2019
Voucher Instructions
For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimant's Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-B, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely: Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. **Changes To The Budget (including personnel):**

- ✓ Submit a Budget Revision and a justification for the change.

10. **Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Peritano, Accounting Supervisor

APPENDIX D
Standard Contract Clauses Addendum

THIS ADDENDUM, entered into on this _____ day of _____, 20____, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

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

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

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

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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

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

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

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over

\$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes

or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and

4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building
Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state

or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus,
Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in

furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 - v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(a)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

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

5. NON-ASSIGNMENT CLAUSE.

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

6. WORKER'S COMPENSATION BENEFITS.

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

7. NON-DISCRIMINATION REQUIREMENTS.

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

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

8. WAGE AND HOURS PROVISIONS.

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

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax

administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

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

13. GOVERNING LAW.

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

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

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

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

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County

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

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

17. AUDIT

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

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

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or

Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

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

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

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

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

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

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

August 12, 2020

FN 20 21 - 070

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.


The Contractor provides outreach and intake services for the Home Energy Assistance Program (HEAP) for the County of Oneida.

The term of this agreement runs from November 1, 2020 through March 31, 2021 with an annual cost of \$27,524.00. There is an option to renew for one additional term at the same cost, for a total cost of \$55,048.00. There is no local cost to the County. This service went out to RFP and this is an awarded agreement.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible with a request to award the contract with the option to renew.

Thank you for your consideration.

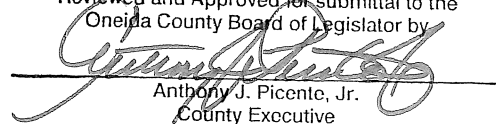
Sincerely,


Colleen Fahy-Box
Commissioner

CFB/vlc
attachment



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


Anthony J. Picente, Jr.
County Executive

Date 2-24-21

15101

Oneida Co. Department of Family
And Community Services

Competing Proposal _____
Only Respondent x
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Mohawk Valley Community Action Agency, Inc.
9882 River Road
Utica, New York 13502

Title of Activity or Services: HEAP (Home Energy Assistance Program)

Proposed Dates of Operations: November 1, 2020 through March 31, 2021, with the option
to renew for an additional 5 month term through March 31,
2022

Client Population/Number to be Served: Households wherein individuals are less than 60 years of
age & not receiving Supplemental Nutrition Assistance
Program or Public Assistance.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

MVCAA provides information regarding the HEAP program, as well as outreach and assistance with applications for both emergency & regular assistance. There are 8 outreach sites within Oneida County and also provisions for home visits if applicants cannot access the outreach sites.

2). Program/Service Objectives and Outcomes:

To provide outreach & intake services for the Home Energy Assistance Program (HEAP) for the County of Oneida.

3). Program Design and Staffing Level:

Program Director & 5 Resource Specialists

Total Funding Requested: \$55,048.00 if the renewal option is exercised.
Year One: \$27,524.00 in five monthly installments of
\$5,504.80
Year Two: \$27,524.00 in five monthly installments of
\$5,504.80

Oneida County Dept. Funding Recommendation: \$55,048.00 Account # A6015.495

Mandated or Non-mandated: Service is Mandated

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

Federal	100 %	\$ 55,048.00
State	0 %	\$ 0.00
County	0 %	\$ 0.00

Cost Per Client Served: N/A

Past performance Served:

The Department paid this provider a total of \$35,000 for previous one (1) year /5 month program Contract. Mohawk Valley Community Action performs a valuable serve to ensure that Oneida County recipients entitled to the Benefit receive this 100% funded Federal Benefit.

O.C. Department Staff Comments:

The Department is satisfied with this provider's service and has had a Contract with Mohawk Valley Community Action since 1989. **There are no County funds used to support this effort. This service went out to RFP and this is an awarded agreement. MVCAA was the sole responder.**

#15101

Low Income Home Energy Assistance Act Agreement

THIS AGREEMENT, made and entered into by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as County) through its Department of Family and Community Services (hereinafter referred to as Department) and Mohawk Valley Community Action Agency, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with offices located at 9882 River Road, Utica, New York 13502 (hereinafter referred to as Contractor).

WITNESSETH

WHEREAS, the County requires a Service Agreement with a qualified provider to comply with the Social Services Law of the State of New York and the rules and regulations of Title 18 NYCRR, specifically that the County shall provide for a comprehensive program of assistance and care to supply the basic needs of those eligible individuals living within the County who qualify for and need assistance and care; and

WHEREAS, the Contractor, in consultation with the County, has agreed to provide Home Energy Assistance Program (HEAP) outreach and services for specified and agreed-to fees as stated in Article IV of this Agreement; and

WHEREAS, the County has accepted the offer of the Contractor to provide HEAP outreach and services;

NOW, THEREFORE, the parties hereto covenant and agree as follows:

I. TERM OF AGREEMENT

1. The term of this Agreement shall commence on November 1, 2020 and terminate on March 31, 2021. The County shall have the option of renewing this agreement for an additional one year period from November 1, 2021 to March 31, 2022.

II. SCOPE OF SERVICES

1. The Contractor shall:

A) Assume responsibility for performance of outreach activities in connection with HEAP consistent with the State Plan and regulations. The conduct of such outreach activities shall be designed to assure that eligible households, especially households with elderly individuals, handicapped individuals, or both, are made aware of the assistance available under HEAP and under any similar energy-related assistance available under subtitle B of title VI (relating to community services block grant program) or under any other provision of law which carries out programs which were

administered under the Economic Opportunity Act of 1981. Outreach activity may include the utilization of various news media to maximize the dissemination of energy assistance information.

B) Accept and assist in the hardcopy and electronic submission of applications and required documentation for eligible low income households in connection with HEAP in accordance with the State Plan, State-issued policy instructions and/or operation manuals.

C) Elderly applicants (aged 60 and over) shall be referred to local Office for the Aging.

D) The Program Director for the Contractor will oversee day to day operation of the HEAP program, including but not limited to, responsibility for reviewing applications taken and overseeing the sending of completed applications to the County. The Program Director for the Contractor will be in direct contact with the County's HEAP Coordinator. Resource specialist(s) will be responsible for setting up appointments, providing documentation requirements and taking of applications.

E) All applications will be date stamped upon receipt (Contractor has 10 days to get them to the County from date of receipt).

F) If Contractor staff assisted with an application, they will sign it as well as the client.

G) Contractor staff will make sure all information and documentation required to make a determination is attached.

H) Contractor staff will make sure application is complete and accurate.

I) Contractor staff will make sure application is signed by client in all the designated areas.

J) Contractor staff will assist clients to e-file at mybenefits.gov (if client wants to e-file) (they will instruct the client, but not complete the application) and the clients account will always be used.

K) Contractor will maintain an application log that indicates the date received, name of client, date sent to the County, and the name of the staff member that assisted.

L) Contractor will call the HEAP Coordinator every Monday at 9:00 A.M. with a count of all pending applications.

M) When emergency HEAP opens, the Contractor will ensure that the client has received Regular HEAP benefits prior and make it known to the client that a call to the County is required.

N) The Contractor shall not determine eligibility, shall not make promises of awards, and shall not complete applications for clients.

O) The outreach plan shall include providing outreach and intake services to Oneida County. Regular and emergency HEAP applications are processed by appointment in the Rome office (Monday through Friday 9:00 a.m. – 3:00 p.m.). The Contractor will have extended hours to better serve working families as needed. The outreach sites provide additional hours of regular application opportunities for eligible families, and are tentatively scheduled as follows:

Outreach Sites and hours of operation:

Rome, Mohawk Valley Community Action Agency, Inc.:

(Monday – Friday 8:30 a.m. – 4:00 p.m.)

Utica, Mohawk Valley Community Action Agency, Inc.:

(Monday – Friday 8:30 a.m. – 4:00 p.m.)

Camden Town Hall (1:00 p.m. – 6:00 p.m.)

Remsen Village Hall (1:00 p.m. – 6:00 p.m.)

Oriskany Falls Village Hall (1:00 p.m. – 6:00 p.m.)

Boonville United Methodist Church (1:00 p.m. – 6:00 p.m.)

Oriskany Municipal Building (1:00 p.m. – 6:00 p.m.)

North Bay Town Hall (1:00 p.m. – 6:00 p.m.)

A complete schedule of times and dates will be forwarded to the County HEAP offices in both Utica and Rome by the end of October, 2020. If, at any time, the Outreach places of operation or hours of operation change, the Contractor will advise the County within five (5) days of becoming aware of same. The Contractor shall also provide home visits for those individuals who must have a face-to-face interview for a HEAP application, as well as emergency home visits for households with applicants under the age of 60, all under the direction of the County.

P) Make applications available with appropriate instructions on where to apply for any person requesting an application. This includes assisting clients in the hardcopy and electronic submission of the application and gathering and submission of required backup documentation.

Q) Comply with program policy directives from the County concerning the provision of assistance or referral services to households in cases of energy emergencies. All energy emergencies will be referred to the County.

R) Assist the County in the ongoing review and monitoring of HEAP, including the provision to the County of any information and reports necessary for the proper and efficient administration and evaluation of HEAP.

S) Ensure participation of appropriate staff in any training program conducted by the New York State Department of Social Services and/or the County for the purpose of educating Contractor's staff in the processes, procedures and requirements of HEAP.

T) Maintain an accounting system and supporting fiscal records adequate to audit and otherwise verify that the assistance payments and the administrative cost claims for reimbursement meet State and Federal requirements.

U) In connection with HEAP fair hearings, provide appropriate witnesses, representatives and documents as requested by the County.

V) Permit and cooperate with Federal and/or State investigations undertaken in accordance with Section 2605 of the Low Income Home Energy Assistance Act of 1981 as well as State Investigations for fraud.

W) All Applications will be routed to the County within the required timeframe of ten (10) calendar days of receipt of a signed and completed application. The District may assess a penalty of \$5.00 per day for applications that are not forwarded to the Agency within the ten (10) Calendar day requirement.

X) The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff.

2. The County shall:

A) Retain overall supervision of HEAP within Oneida County.

B) Except to the extent set forth above, have the responsibility for the exercise of administrative and policy discretion with respect to the implementation and operation

of HEAP, the sole making of all eligibility determinations and guarantees, the sole responsibility for certification of heating equipment repair benefits, recording and accounting procedures, and monitoring of Contractor performance.

C) Supply all HEAP forms and instructions for completion and other related materials, as needed.

III. REIMBURSEMENT

1. The County shall reimburse the Contractor an amount not to exceed \$27,524.00 annually. Should this contract be extended for a second year, the maximum amount of reimbursement shall not exceed \$55,048.00 for the two year period.
2. Annual payments will be made in five (5) equal monthly installments of \$5,504.80 for services rendered in the months of November, December, January, February, and March.
3. The County agrees to pay the Contractor upon County approval of a County Voucher to be submitted monthly.

IV. AMENDMENT

1. The County and the Contractor may amend this Agreement in writing in the event additional administrative funds become available.

VI. PERSONNEL

1. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and or partners (collectively, the "Assistants") as it deems necessary to perform the services under this contract. The Contractor's Assistants performing work under this Agreement shall continue to report to their own Supervisors.

VII. RECORDS

1. The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.
2. The Contractor shall keep records relating to this Agreement for a period of six (6) years. The aforesaid records shall be subject to audit by the Department of Family and Community Services, the New York State Department of Family Assistance, the New York State Department of the Comptroller and the United States Department of Health and Human Services. The Contractor shall provide the aforesaid governmental agencies and their duly authorized representatives with full access to aforesaid records.

IX. TERMINATION

1. This Agreement may be terminated by the County upon 30 days written notice to the Contractor.

X. CONFIDENTIALITY OF INFORMATION

1. The Contractor shall treat all information, and in particular, information relating to recipients, which is obtained by it through its performance under this Agreement, as confidential information to the extent that confidential treatment is provided for under New York State and federal law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder.

XI. INDEPENDENT CONTRACTOR STATUS

1. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
3. The Contractor's Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
4. Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
5. Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social

security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.

6. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
8. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

XII. EXPENSES

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

XIII. TRAINING

1. Contractor shall not be required to attend or undergo any training by the County, other than those trainings mandated by federal, state or local law or regulations necessary to perform the services described herein. Except for those trainings mandated by federal, state or local law or regulations necessary to perform the services described herein, Contractor shall be fully responsible for its own training necessary to perform the services described herein, and shall be solely responsible for the cost of the same.

XIV. INSURANCE AND INDEMNIFICATION

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

A. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

- i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

- ii. The County, and all other parties required by the County, shall be included as additional insureds. Coverage for additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for the additional insureds shall include completed operations.
- iii. Abuse and Molestation coverage must be included.

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

- iv. Coverage for review of cases and resulting Professional assessment.
- v. Coverage for Abuse and Molestation.

C. Automobile Liability.

- vi. Business Auto Liability with limits of at least \$1,000,000 each accident.
- vii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- viii. Oneida County shall be included as an additional insured on the auto policy. Coverage for additional insured shall be on a primary and non-contributing basis.

D. Commercial Umbrella.

- ix. Umbrella limits must be at least \$5,000,000.
- x. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- xi. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employer's Liability coverages maintained by the County of Oneida.

E. Workers' Compensation and Employer's Liability.

- xii. Statutory limits apply.

2. **Waiver of Subrogation:** Contractor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Automobile Liability, Umbrella Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
3. **Certificates of Insurance:** Prior to the start of any work, the Contractor shall provide certificates of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.
4. **Indemnification:** The Contractor shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and its Assistants, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.
5. In the event that the Contractor has complied with the terms and conditions of the HEAP program as required by the County under this Agreement and in accordance with the State Plan and related state law and regulations, the County shall hold the Contractor harmless from any and all liability which may arise by reason of such compliance. The preceding shall not be construed to hold the Contractor harmless from liability arising out of its own negligence or from expenses negligently or voluntarily incurred.

XV. ADVICE OF COUNSEL

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

XVI. CHOICE OF VENUE

1. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of Competent Jurisdiction sitting in Oneida County, New York, or in the United States District Court for the Northern District of New York.

XVII. ENTIRE AGREEMENT

1. The terms of this Agreement, and all attachments, amendments, addendums or appendixes attached hereto, including but not limited to, Appendix A (New York State Conditions), Appendix B (Standard Clauses for All Oneida County Department of Family and Community Services Contracts), and Oneida County Contracts Addendum, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.
2. No waiver, alterations or modifications of any 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 WHEREOF, the parties hereto have executed this Agreement on the day and year first below written.

Date: _____

Oneida County: _____

Anthony J. Picente, Jr., County Executive

Date: _____

Approved: _____

Richard P. Ferris, Assistant County Attorney

Date: 2-12-21

Oneida County Department of Family and Community Services: _____

Colleen Fahy-Box
Colleen Fahy-Box, Commissioner

Date: 2/8/2021

Mohawk Valley Community Action Agency: _____

Amy Turner

Amy Turner, Executive Director

APPENDIX A – NEW YORK STATE CONDITIONS

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 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 of 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)

****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 FAMILY AND COMMUNITY 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 statutes 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 he 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, 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
- 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, from, 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 contact 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 its 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 County computer systems/databases shall complete the Oneida County Department of Family and Community Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Family and Community Services
Contract Administration Office, 10th 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 the County.
- b. The Department and the 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 the 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 their 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 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 the County for any loss the Department and/or the County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor or its Assistants. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or the

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 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 attests that they have not been disbarred 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.

Mohawk Valley Community Action Agency, Inc.

NAME OF CONTRACTED AGENCY

Amy Turner, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Amy Turner

2/8/2021

SIGNATURE

DATE

**Oneida County Department of Family and Community Services
Contractor and Contract Staff**

Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of Mohawk Valley Community Action Agency, (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 Family and Community 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 Family and Community 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 Family and Community 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: Amy Turner

Signature: Amy Turner

Title: Executive Director

Date: February 8, 2021

Witness: Renee Tugglo

ADDENDUM

THIS ADDENDUM, entered into on this 20th day of April, 2020 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, and thereafter,

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

1. Executory or Non-Appropriation Clause.

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

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

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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

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

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

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. Workers' 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 certifies and affirms, under penalty of perjury, as to its own organization, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently and without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County anon-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 all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. 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 payee, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the 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 acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the 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 the County, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

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

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

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

The County reserves the right to reject any bid or request for assignment for a Bidder/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.

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

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

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

- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates

smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida;
and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

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

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

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

December 17, 2020

FN 20 21 - 071

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the 2020 – 2021 Annual Implementation Plan (Four Year Plan) for Oneida County Office for the Aging and Continuing Care, for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

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

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

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

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 3-7-21

CFB/md

Enclosure

Oneida Co. Department: Office for Aging

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

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

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

Proposed Dates of Operation: April 1, 2020 through March 31, 2021

Client Population/Number to be Served: 12,000

Summary Statements:

1) Narrative Description of Proposed Services

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

2) Program/Service Objectives and Outcomes:

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

3) Program Design and Staffing

N/A

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

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

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

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

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: This represents an update to the four-year planning document for 2016-2020.

FOUR YEAR PLAN REVIEW AND APPROVAL

Must be signed by the area agency director (and the sponsoring agency executive if the area agency is not part of county/City of New York/Native American Organization).

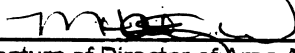
I hereby submit for approval the Four Year Plan and the Annual Applications for Funding (hereafter referred to as the Plan) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

Program	Program Period	Program Applied For
Title III-B	January 1, 2020 to December 31, 2020	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Title III-C	January 1, 2020 to December 31, 2020	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Title III-D	January 1, 2020 to December 31, 2020	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Title III-E	January 1, 2020 to December 31, 2020	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
EISEP	April 1, 2020 to March 31, 2021	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CSE	April 1, 2020 to March 31, 2021	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CSI	April 1, 2020 to March 31, 2021	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
WIN	April 1, 2020 to March 31, 2021	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Unmet Need	April 1, 2020 to March 31, 2021	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Transportation	April 1, 2020 to March 31, 2021	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CRC	April 1, 2020 to March 31, 2021	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
HIICAP	April 1, 2020 to March 31, 2021	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Plan. I have read and agree to comply with all of the Standard Assurances (Attachment A) in the Plan. In addition, I certify that no amendments have been made nor will be made to the Standard Assurances in the Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on the Attachment Check List.

I also certify that the information contained in the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 2 CFR part 376.


Michael J. Romano
Date

Signature of the Chief Officer of the Governing Body of the Sponsoring Organization Date
 (if other than county/City of New York/Native American Organization)
Anthony J. Picente, JR.
Oneida County Executive

LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

Must be signed ONLY if the area agency intends to apply for Community Services for the Elderly Program or Expanded In-home Services for the Elderly Program state aid pursuant to the New York State Elder Law.

I, Anthony J. Picente, JR. being the Chief Executive Officer/Chairman of the Governing Board of Oneida County (county/City of New York/Native American Organization), do hereby certify that:

1. The Oneida County OFA/OCC, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law §214.

- Community Services for the Elderly Program.
- Expanded In-home Services for the Elderly Program.

2. This Plan for the Older Americans Act and New York State Community Services for the Elderly and/or Expanded In-home Services for the Elderly Programs, pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

COUNTY EXECUTIVE
Date

AAA: Oneida - 30
Original Date Submitted: 07/30/2020
Date Revised:

Date Last Saved: 07/30/2020 | Last Saved By: Keith Heitzman

**2020-24 FOUR YEAR PLAN
APRIL 1, 2020-MARCH 31, 2024
FOR OLDER AMERICANS ACT,
NEW YORK STATE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM,
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM,
CONGREGATE SERVICES INITIATIVE,
WELLNESS IN NUTRITION,
UNMET NEED,
STATE TRANSPORTATION PROGRAM,
CAREGIVER RESOURCE CENTER, and
HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM**

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

Area Agency on Aging (AAA): Oneida County Office for the Aging/Continuing Care County Code: 30
Director's Name: June Title: Hanrahan
Address: 120 Airline St
City: Oriskany, New York Zip Code: 13424
Phone Number: (315) 768-3617 Ext. Email: jhanrahan@ocgov.net

For County/City of New York/Native American Organization

Name of the Chief Executive Officer: Anthony J. Picente, Jr. Title: County Executive
Address: 800 Park Ave
City: Utica, New York Zip Code: 13501
Phone Number: (315) 798-5800 Ext. Email: apicente@ocgov.net **OR If other than County/City of New York/Native American Organization**
Name of the Sponsoring Organization:
Name of Chief Officer of the Governing Body of the Sponsoring Organization: Title:
Address:
City: , New York Zip Code:
Phone Number: Ext. Email:

Official Authorized to Receive Payments on behalf of the AAA

Name: Anthony Carvelli Title: Finance Commissioner
Address: 800 Park Ave
City: Utica, New York Zip Code: 13501
Phone Number: (315) 798-3641 Ext. Email: acarvelli@ocgov.net

Submit To:

**New York State Office for the Aging
Division of Local Program Operations
2 Empire State Plaza
Albany, NY 12223-1251**

GOALS

Complete the GOAL framework for each of the goals below and any additional goals added by the AAA. See Goals section of Guide for Completion for instructions on how to complete the GOAL framework.

G Goal	Empower older New Yorkers, individuals with disabilities, their families and the public to make informed decisions about, and be able to access, existing health, long term services and supports and other service options.
O Objective(s)	Maintain and improve resources available to staff and consumers regarding services and options available. Continue serving as the focal point for all long term care information and assistance needs as the local Aging and Disabilities Resource Center for Oneida County. Objective 1: Increase the availability of information and assistance provided by Oneida County Office for the Aging/Continuing Care through the Oneida County Webpage and other types of technology Objective 2: Improve communication and the ability to share information between Oneida County OFA/OCC and contract agencies and service providers. Objective 3: Increase the capacity to provide information and Assistance to older adults, families, and caregivers through increased volunteer services throughout Oneida County. Objective 4: Ensure all policies and procedures are updated and uniform to provide consistent and quality service to families in Oneida County Objective 5: Ensure all staff from agencies throughout the local network are provided accurate and current information to serve their consumers
A Action Steps What When Who	Maintain a local NYC resource directory. This includes performing regular updates of all resource listing categories and coordinating with the State web-based directory. NY Connects will post information on the AAA web page to be available to staff and consumers. Provide resources to staff as needed and conduct annual staff training. NY Connects will collaborate with HHCAP staff to better assist during I+A contacts. Strategy 1: NYConnects staff Continue to Improve I&A listings in Statewide Directory monthly Strategy 2: All OFA/OCC staff will attend required trainings and become certified in program as necessary to meet Federal and State requirements and provide quality services to their consumers. Strategy 3: All OFA/OCC will be cross trained in areas of benefits and entitlements to assist consumers of all ages and abilities including but not limited to HEAP, SNAP, Medicaid, Medicare, Temporary assistance, and other emergency benefits. Strategy 4: NYConnects staff will provide the resource directory to OFA/OCC case management staff and include in annual staff in-service trainings. Strategy 5: NYConnects NWD Implementation team will be inclusive of key stakeholders and provider agencies to ensure cross sector information sharing and service gaps identification. Strategy 6: NYConnects and Aging Services staff will be involved with the implementation and coordination of the Volunteer Services expansion.
L Leading to Outcomes	Maintaining current resources as accurately and reliably as possible to improve information available to Oneida County constituents. Outcome 1: Consumers and families will be informed through accurate and current information provided by Oneida County Office for the Aging/Continuing Care Outcome 2: Community based organizations, contractors, and services providers will be fully informed on services, programs, and program updates through regular and consistent communication. Outcome 3: Older adults and family caregivers will be assisted with Information, Assistance, and in-home services to the greatest extent possible with trained volunteers. Outcome 4: Older consumers, family caregivers, and persons of all ages and abilities will be assisted with services and programs that are consistent and standardized with updated protocols Outcome 5: Key stakeholders including the local aging services network will have increased input and feedback in identifying service and program gaps and helping identify solutions in addressing system wide unmet needs.
G Goal.	Enable older New Yorkers to remain in their own homes with high quality of life for as long as possible through the provision of home and community-based services, including supports for family caregivers.

O Objective(s)	Improve person centered assessment planning process using the care plan / service plan areas of Peer Place. Maintaining contact with service recipients to monitor care goals and allow for modifications to service approvals in as timely a manner as possible.
A Action Steps What When Who	Continue training staff on: -available options and potential solutions/problem solving as well as guiding clients through the process. -helping clients and caregivers put back-up plans into place as well consider their long term goals and objectives in terms of their anticipated needs. Accessing appropriate levels of care, supports, and alternatives. Expand respite options to include agreements for overnight care, and alternative in-home options.
L Leading to Outcomes	Enabling service recipients to remain safely in the community. Improved ability to help clients meet needs while reducing gaps in service provision.
O Objective(s)	Oneida County advocates on behalf of older people, minority populations, and those in greatest social and economic need to maintain independence and autonomy.
A Action Steps What When Who	Targeting outreach information to low income minorities, older adults, and caregivers in urban focal areas and via rural site access.
L Leading to Outcomes	Improve inclusion and services for minorities and other underserved populations.
O Objective(s)	Objective 1: Expand services options for individuals in need of in home community based services and supports. Objective 2: Provide high quality case management and in home community based services to older Oneida County residents and their caregivers. Objective 3: Expand Consumer directed Services for consumers. Objective 4: Expand Nutrition Counseling and education provided by the Oneida County OFA Senior Nutrition. Objective 5: Increase the capacity of the Aging Network in Oneida County to provide evidenced based disease prevention. Oneida County OFA/OCC will provide Objective 6: Expand respite services options for family caregivers living in Oneida County Develop additional respite services and supports for family caregivers Promote health across all policies and programs administered through Oneida County Office for the Aging/Continuing Care. Promote Age Friendly Livable Communities principles throughout Oneida County
A Action Steps What When Who	Strategy 1: County OFA will seek to broaden its availability of in home personal care agencies and other providers used to care for older adults Strategy 2: Provide training in EISEP Standards to support aging in place in home services. Oneida Establish training protocols for Aging Services and case management staff for Medicaid home and community based services. County OFA/OCC will establish an in-depth training on Respite Service Protocols to NYConnects, Aging Services, and Case management staff. Strategy 3: Provide training for all NYConnects, Aging Services, and Case management staff on key elements of Consumer Directed Care under Medicaid home and community based services and Older American Act and EISEP funding services. Strategy 4: Oneida County OFA/OCC Senior Nutrition Program will coordinate the SHINE Program to provide additional nutrition education and counseling to older adults who are at risk for adequate nutrition and food insecurity.
L Leading to Outcomes	Outcome 1: An increased number of consumers and caregivers will be receiving the highest quantity in home community based services from Oneida County OFA/OCC and their subcontract agencies Outcome 2: Aging Services professionals and community based providers will become better informed of services and supports for older Oneida County residents. Outcome 3: More consumers and families will be aware of consumer directed care and other options that exist beyond traditional agency based care Outcome 4: Nutrition outreach, education, and counseling will reach a greater number of individuals during the four-year program period. Nutrition Risk scores will be improved by those consumers who have participation in additional Nutrition Counseling and Education contacts.
G Goal	Empower older New Yorkers to stay active and healthy through Older Americans Act services and those offered under Medicare.

O Objective(s)	Encourage older Americans, regardless of income or minority status or etc., to utilize wellness programs available via partnering providers (Parkway Center and Copper City Community Connections) and other aspects of the Livable Communities project.
A Action Steps What When Who	Emphasize evidence-based wellness education with a focus on nutrition and activity.
L Leading to Outcomes	Maintaining or improving the health and mobility of participants. Through advocacy and supporting community evidence based programs that lead to a healthier life style and reduced ER visits.
O Objective(s)	Objective 1: Increase availability and access to evidenced based disease prevention and health promotion strategies throughout Oneida County Objective 2: Expand the capacity for Oneida County OFA/OCC and its Aging Services Network to provide high quality evidenced based disease prevention and health promotion interventions to older consumers and caregivers. Objective 3: Increase awareness among Older Adults and caregivers in Oneida County about options and availability of Evidenced based health promotion programs. Objective 4: Expand the capacity for the Nutrition Program to provide health education and awareness of preventative benefits provided under Medicare
A Action Steps What When Who	Strategy 1: OFA Program Coordinator will create a annual calendar of evidenced based health promotion programs available to older adults and caregivers in Oneida County Strategy 2: An annual calendar of evidenced based programs provided by the OFA/OCC Health Promotion Program contracted provider will be created and shared with OFA/OCC/NYConnects staff Strategy 3: An outreach and promotion campaign will be developed and coordinated by OFA/OCC to increase the awareness of evidenced based health promotion programs available throughout Oneida County Strategy 4: The Nutrition Program Registered Dietitian and HHCAP Program staff will provide educational information about preventive services offered though Medicare through Nutrition education conducted at all senior congregate dining sites and through monthly education articles that will be published on the OFA/OCC webpage, distributed to all Senior Centers, AgeNet digital system, and printed in the PrimeTime monthly senior publication.
L Leading to Outcomes	Outcome 1: Additional community based organizations will providing evidenced based health promotion will increase Outcome 2: Community based service providers will be fully informed of evidenced based health promotion programs through the outreach and promotion material and program schedules which have been widely distributed among aging services providers and the general public Outcome 3: The number of individuals informed and aware of available options for evidenced based health promotions will increase. Outcome 4: Nutrition program participants and older adults receiving HHCAP Counseling services will be provided with information and education. Older persons eligible for SNAP benefits and resources to reduce food insecurity and increase adequate nutrition will be informed and have greater access to nutrition resources
G Goal	Integrate ACL discretionary grants (i.e. Lifespan Respite, MIPPA) with OAA Title III core programs.
O Objective(s)	Oneida County takes a multidisciplinary approach to service planning, utilizing grant funding to supplement service gaps in OAA title III programs and offer increased flexibility to offer options for filling non-traditional needs of clients. We will acheive this through utilizing Unmet needs, Alzheimer's respite, MIPAA and Shine grant funding
A Action Steps What When Who	Integrate ACL grants as available into core OAA funds by applying enhanced dementia care and respite options, NYC I+A and outreach efforts, and CM protocols to enhance and more fully engage clients and caregivers in the person- centered process. Regular training with NYC and Case Managements staff. Continue to implement and improve flexible care alternatives to older adults and individuals with disabilities to help meet care needs in innovative ways.

<p>L Leading to Outcomes</p>	<p>Grant funding allows Oneida County OFA/OCC to offer: - options to obtain necessary but atypical goods and services for which no other funding source exists and to explore new alternatives based on unique needs of clients and caregivers. - enhanced care options to better support caregivers of individuals with various forms of memory impairment - improved planning and choice for older persons with inadequate insurance coverage and / or gaps in coverage - improved nutrition education and awareness</p>
<p>O Objective(s)</p>	<p>Objective 1: OFA/OCC will provide information about the MIPAA Program to older adults age 60 and older who are currently receiving community based services and supports. . Objective 2: OFA/OCC will expand the ability to assist individuals with accessing the Medicare Savings Program and Medicare health and wellness, prevention and screening benefits Objective 3: OFA/OCC will obtain the Return on Investment (ROI) Calculator to substantiate the value of NYConnects services. Funders, members of the local aging services network, and policy makers will become educated on the value of services provided though the Oneida County Office for the Aging. Objective 4: OFA/OCC will work the State and Federal partners to identify and evaluate the data elements that are necessary to determine how the No Wrong Door system delays or prevents the use of more costly care. A quality assurance team will be established with the purpose to identify an extrapolate data to be used for analysis, quality assurance, and to educate and inform on the quality, value and outcome measurements of aging services and programs</p>
<p>A Action Steps What When Who</p>	<p>Strategy 1: HIICAP Staff will obtain outreach material to promote the Medicare Savings Program and Medicare health and wellness prevention and screening benefits. The OFA/OCC NYConnects and HIICAP Program will perform outreach and education to current and new program participants though education and presentations at senior focal points and through distribution of printed educational material such as flyer, brochures, and booklets on Medicare Savings and other relevant health insurance information for Medicare beneficiaries Strategy 2: OFA/OCC/NYConnects and HIICAP staff will attending health fairs and public outreach events to distribute Medicare Savings Program and Medicare health and wellness prevention and screening benefits. Information and education seminars on the Medicare Savings Program and Medicare health and wellness prevention and screening benefits will be conducted at all senior congregate dining sites and through monthly education articles that will be published on the OFA/OCC webpage, distributed to all Senior Centers, AgeNet digital system, and printed in the PrimeTime monthly senior publication. Strategy 3: OFA/OCC supervisors and Program Coordinators will be educated on the use of the Return on Investment (RIO) Calculator to substantiate the value of NYConnects services. The ROI calculator will be used regularly by OFA supervisors and Program Coordinators to calculate the value of services and to compare the costs of services and programs in comparison to more costly institutional care and other methods of community based in home services and supports Strategy 4: OFA/OCC supervisors and program coordinators will learn to implement reporting on the data elements that are necessary to determine how the no Wrong Door system delay or prevents the use of more costly care. Consumers and families served by Oneida County OFA/OCC will receive highest quality of services and programs with maximum outcomes achieved. OFA/OCC case managers and program coordinators will also be trained in response to trends in service delivery gaps identified by the quality assurance team.</p>
<p>L Leading to Outcomes</p>	<p>Outcome 1: An increased number of older adults and their caregivers will be informed through the MIPPA outreach activities Outcome 2: An increased number of older adults will receive outreach material and will be informed about the Medicare Savings Program and Medicare health and wellness prevention and screening benefits though the outreach conducted by OFA/OCC/NYConnects and HIICAP staff . Outcome 3: OFA/OCC supervisors and program coordinators will begin to utilize the RIO calculator to determine and report on the value of the services provided though OFA/OCC programs such as case management, home delivered meals, in home personal care services and Social Model Adult Day Care. Outcome 4: Stakeholders including staff, advisory council members, health and human services professionals, and funders will begin to be better informed on how the No Wrong Door system and network of aging services and programs delays and prevents the use of more costly care though the dissemination of relevant t data elements and reports to educate on community based services and support provided by the OFA/OCC and community providers.</p>
<p>G Goal</p>	<p>Promote the rights of older New Yorkers and prevent their abuse, neglect and exploitation.</p>

O Objective(s)	Improve awareness and understanding of causes of elder abuse, neglect and / or exploitation, as well as identification thereof and reduction or prevent future forms of abuse.
A Action Steps What When Who	The elder abuse coordinator will collaborate and share knowledge with LDSS protective staff, law enforcement, court systems, financial institutions, medical and other health care providers, and other organizations or persons who interact regularly with vulnerable or isolated seniors. The coordinator will participate in Enhanced Multidisciplinary teams to share knowledge and inform work regionally, further expanding opportunities for public awareness.
L Leading to Outcomes	Collaboration can improve legal and court outcomes on cases. Increased awareness can improve the ability of vulnerable older adults to remain independent for as long as possible.
O Objective(s)	Objective 1: Educate stakeholders on the rights of older adults Objective 2: Identify and mitigate gaps in the current local long term care system that place older adults at risk for abuse and neglect Objective 3: Strengthen advocacy for the rights of older adults in Oneida County Objective 4: Increase access to Legal Services for Older Oneida County Residents Objective 5: Enhance the collaboration of legal services providers who specialize in rights and matters that affect the wellbeing of older Oneida County residents.
A Action Steps What When Who	Strategy 1: Oneida County Office for the Aging/Continuing Care Advisory Council will engage its Advocacy Subcommittee to conduct seminars at Senior Centers and Clubs to educate them on advocacy issues and topics centered upon the rights of older adults. Strategy 2: Expand upon the collaboration that already exists between OFA/OCC Elder Abuse program Coordinator and the Adult protective Services by working towards reassigning the Elder Abuse Coordinator to the Adult Protective Unit to improve coordination and improve interventions provided to compromised older adults at risk of abuse, neglect, and financial exploitation. Strategy 3: Oneida County OFA/OCC/NYConnects designated staff will work with the OFA/OCC Legal Services providers to identify needs and gaps that exist for older Oneida County residents and caregivers. Strategy 4: Legal Services providers will create and plan an educational seminar in conjunction with OFA/OCC/NYConnects staff and Syracuse University Veterans Legal program to maximize legal services currently provided to older Veterans in Oneida County.
L Leading to Outcomes	Outcome 1: Older adults and their caregivers will become better informed on issues and their rights. Older adults and advocates will increase advocacy efforts to protect the rights of older citizens. Outcome 2: Protective services for adults and the Elder Abuse Program will be strengthened through this collaboration and improve services for vulnerable adults. Service gaps will be addressed with additional services and supports resulting in reductions of Older Oneida County residents who are without necessary interventions to address abuse, neglect, and financial exploitation. Outcome 3: The priorities for legal services for older adults will be redefined and addressed through this process. Outcome 4: Legal services for older adults and older veterans will be maximized through collaboration between the Veterans Service Agency and OFA/OCC/NYConnects, OFA/OCC Legal Services providers, and Syracuse University Veterans Legal Services Program.
G Goal	Work in conjunction with other partners and the County to be prepared to respond in emergencies and disasters.
O Objective(s)	Participation in community planning groups enables OFA/OCC staff to advocate for the emergent needs of vulnerable or isolated individuals in the event of crises or natural disasters.
A Action Steps What When Who	Staff and community training regarding the specialized needs of individuals with mobility, medical, or other impairments will reduce poor outcomes from natural or man-made disasters.
L Leading to Outcomes	Client's and caregivers will be better prepared for emergencies or unexpected events and improve survival potential during a large scale event.

O Objective(s)	Objective 1: Oneida County Office for the Aging designated staff will continue to be part of the be part of the County's Emergency Operations Plan and the Emergency Operations Center response Team Objective 2: The OFA/OCC will maintain and update its Emergency/Disaster Plan for the Department. Objective 3: Office for the Aging will continue to be an actively participate with Oneida County Emergency Services on the EPIC Committee to ensure Continuity of Operations for long term care community in the event of an emergency Objective 4: Office for the Aging will participate in the Herkimer Oneida HOOAD
A Action Steps What When Who	
L Leading to Outcomes	
G Goal	Develop business acumen strategies to engage with and integrate into emerging health care delivery system transformation activities that foster outcomes-driven population health approaches.
O Objective(s)	Collaborate with other long term care organizations to supplement services available through traditional funding streams.
A Action Steps What When Who	Continue to collaborate with MLTCs to offer nutrition services, access to legal programs, elder abuse, and HIICAP. Seek out new potential partnerships with other health care organizations to foster private partnerships and better serve our local seniors through more integrated care transitions and service offerings.
L Leading to Outcomes	Improved health outcomes, reduced hospital re-admissions, and more integrated care and service provision.
In addition to the goals listed, please add any other goal(s) the AAA will undertake in this Plan:	
G Goal	Native American outreach / collaboration
O Objective(s)	Improve integration of Native Elders into OFA/OCC community events and activities.
A Action Steps What When Who	Improve outreach to and involvement of Native Elders in community events by improving communication to local Native groups, including invitations to community wide events and activities. (eg: Older American Award nominations).
L Leading to Outcomes	Including Native populations will improve participation by diverse communities thereby expanding awareness of issues specific to Native Elders and their caregivers.
G Goal	

DEMOGRAPHIC DATA AND TARGETING OBJECTIVES

Demographic	Actual	Target	Delta	Target
Population	56,184	2,932		
Population 18+				4000
Population 18-24	14,589	956		1490
Population 25-34	4,319	1,131		1500
Population 35-44	16,000	1,796	1140	2000
Population 45-54	990	49	71	150
Population 55-64	234	6	17	17
Population 65-74	985	10	71	71
Population 75+	1,555	102	111	300
Population 18-24	645	64	46	100
Population 25-34	51,930	2,740		3480
Population 35-44	0	0	0	2
Population 45-54	251	2	18	27
Population 55-64	347	3	25	3
Clients by Key Characteristics				
Population 18+	16,880	1,084	1,202	0
Population 18-24	9,675	1,241	689	0

	1,520	127	109	0
	1,610	36	115	0
	16,495	1,454	1,175	0

* The pre-printed demographic figures (Column A), Client data (Column B), and Minimums (Columns C) are only provided on the web-based version of this form. These estimates are the best available data from the Census Bureau.

** Registered clients are those receiving a Cluster 1 or Cluster 2 service.

*** A complete list of targeted groups can be found in the *Guide for Completion*.

4. Please describe specific planned outreach, public information, and other efforts designed to reach individuals with Alzheimer's disease and related dementias, institutionalized and those at risk for institutionalization as well as caregivers of these populations. Please be aware efforts must be sufficiently vast enough to describe activities spanning a four year time frame.

Continue collaboration with other organizations that serve individuals with dementia and related diseases to provide public training, education, supports. Seek out new / other organizations with which to partner who may be able to provide service options that may fill service gaps.

5. Please describe specific planned outreach, public information, and other efforts designed to reach low income and low income minority populations. Please be aware efforts must be sufficiently vast enough to describe activities spanning a four year time frame.

Outreach sites are visited regularly and allow seniors and case managers to share information and discuss issues in a more informal environment. Many sites allow case managers to leave fliers or information for others who cannot attend sites. Sites are scattered throughout the county. Translation services are available for public events and activities as needed. Some translated materials are available in print.

6. Please describe specific planned outreach, public information, and other efforts designed to reach Asian and African American populations. (9 NYCRR § 6651.2(i)(1)(c)(iii)) Please be aware efforts must be sufficiently vast enough to describe activities spanning a four year time frame.

Outreach to local organizations which serve Asian and African American populations such as Mohawk Valley Refugee Center, Utica Community Health Center, and ACR Health. All organizations will be provided printed translated materials and will plan outreach and education presentation to include interpreters.

7. Specify how the AAA plans to provide outreach to older adults in the Planning and Service Area with limited English proficiency.

Translated materials are available in Chinese, Japanese, Spanish, Russian, Arabic, Burmese, Karen, and Nepali, and can be available on request or distributed to known locations where LEP populations frequent. Most fliers can be enlarged for persons with visual impairments.

8. Specify how the AAA plans to provide service access to those persons with limited English proficiency who seek services (e.g., language accessibility through contracted interpreter/translator, community organization links for translation, interpretation services, language interpretation phone line, etc.) as required by 12-PI-08 (See Guide for further information.)

Oneida County has agreements for translation services with COMPASS Interpreters through the Mohawk Valley Refugee Center, Multicultural Association of Medical Interpreters of CNY, Inc., Language & Cultural Services, Inc., and Techno-Logic Solutions, Inc. Oneida County continues to seek providers for other languages not already available. Printed materials can be enlarged for low vision users.

9. Include the name and contact information for the telephonic interpretation service that the AAA has established

as required by 12-PI-08.

MAMI	(315)732-2271
COMPASS	(315)738-1084

10. Provide the amount that the AAA is projecting to spend on language accessibility services annually for the Plan period in the box below. The amount entered in the box below must equal the total of the amounts entered on each of the individual program budgets, **SUPPORTING BUDGET SCHEDULES**, Section 6. 'Other Expenses', line F. 'Language Access Services'.

Projected Annual Costs for Language Accessibility Services (please do not include a \$ sign): 2000

If the AAA has access to language access services at no cost to the AAA, please describe the arrangement.

1 Case Manager speaks Bosnian 1 RN speaks Spanish

11. Please specify how the AAA plans to provide accessible programs and services (ex: accessible transportation for those with mobility impairments) as required by the Americans with Disabilities Act.

RSVP program has an accessible van; other arrangements can be made per diem utilizing flexible spending resources when necessary.

12. How does the AAA plan to provide services/programs, including any modifications to services provision, to respond to the needs/preferences of target populations? (Ex: modify menus to include dietary needs/preferences of specific groups, offering EBI in prevalent languages of the PSA, hosting of LGBT activities at AAA sites, providing dementia-capable staff training etc.)

Program presentations to staff of organizations servicing underserved populations, and inviting their staff to participate in planning public events and activities.

NEEDS ASSESSMENT & PLANNING PROCESS

In completing this section, review 14-TAM-02 and the Guide for Completion.

DATA COLLECTION and ANALYSIS

1. a. Identify the multiple methods used to collect data for comprehensively identifying and prioritizing needs (Check all that apply)

- Random sample survey
- Selected sample survey
- NYSOFA Service Needs Assessment Tool provided in 14-TAM-02
- Community forums
- Public hearings
- Meetings with older adults
- Focus groups
- Census/Demographic data
- CAARS and/or NAPIS data
- NY Connects data
- AAA and contractor information, such as program surveys; information and assistance records; unmet need; and case files
- AAA reports to county legislators or boards of directors
- Key informants (people knowledgeable about the problems and needs of older adults)
- Long Term Care Council Member Interviews/Reports/Reform Log
- Other (Specify):

1. b. Briefly describe the reason(s) why the data collection method(s) checked in Item #1a was/were selected. Be sure to indicate the particular method(s) selected as a strategy for reaching unserved and underserved older adults in greatest social or economic need, including but not limited to those older adults who are:

- Low income (OAA)
- Low income minorities (OAA)
- Individuals with limited English proficiency (OAA)
- Rural Residents (OAA)
- Native Americans (OAA)
- Institutionalized/at risk for institutionalization (OAA)
- Individuals with Alzheimer's disease and related dementias (OAA)
- Individuals with disabilities (OAA)
- Caregivers of individuals with Alzheimer's/related dementias and individuals with disabilities (OAA)
- Minonities (9NYCRR 6651.2(i));
- Frail (9NYCRR 6651.2(i));
- Vulnerable (9NYCRR 6651.2(i));
- LGBT (NYS Human Rights Law)
- Homebound (NYSOFA standard definition)

as well as other locally identified populations in greatest social or economic need.

Surveys are distributed to HDM and other home bound clients by drivers and case managers. Case Mangers

will encourage senior to complete the surveys at the various site visit locations throughout the county. Community meetings and Public Forums are conducted at different locations each year to obtain input from various communities and populations. Data from multiple OFA / OCC client interactions is tracked to help inform targeting objectives.

2. Describe how the assessment process was accessible to and inclusive of persons with limited English proficiency.
 Accessible community sites are scheduled for public forums and community meetings. Translators and interpreters are arranged upon request.

3. Describe how the assessment process was accessible to and inclusive of persons with disabilities including, but not limited to, those with mobility, hearing, speech and visual impairments.
 Accessible community sites are scheduled for public forums and community meetings. Translators and interpreters are arranged upon request.

4. How many individuals participated and provided information back to the AAA Assessment team?

	379
	284
	94

5. a. Briefly summarize what the AAA's analysis of all the Needs Assessment, including needs information provided by NYSOFA, revealed.
 - Access to health care coverage and specifically to Dental services and coverage as well as assistance completing medical forms and understanding coverage information. - Most respondents expressed difficulty in finding medical providers who accept Medicare and /or Medicaid. - Loneliness was an issue expressed by more than 3/4 of the respondents. - Many respondents rely on volunteer transportation and/or Dial-a-Ride, do not drive, and do not have access to or available public transportation.

5. b. Summarize any additional information (local issues or themes) identified through the needs assessment process. (Examples might include expanding coordination among aging service providers in PSA, loss of medical facilities, decrease in service providers, migration of older adults and quality of life issues such as: safety, loneliness, home modifications, health and wellness, need for assistive devices, multi-lingual materials and translations.)
 -Many respondents expressed uncertainty with managing late in life care, or accessing supports, with approximately half of all respondents stating they would struggle through managing the best they could. -Many (approximately 1/3) respondents expressed a need to consider agency care although 15% indicated they did not have enough income to meet basic needs. Specifically identified gaps in basic needs include medical care / medications, home repairs, and food.

6. In reflecting on the Needs Assessment conducted for this Four Year Plan, what has the AAA learned about conducting a successful Needs Assessment and how does the AAA plan to conduct the next Needs Assessment (i.e. improving reach, coordinating with other entities engaged in assessing community needs).
 Seeking new venues that are accessible to public and near-by the underserved populations of the county needs to be a priority. Planning needs to begin early in the year to achieve a good turn-out.

NEEDS IDENTIFIED, SERVICE PRIORITIES & STRATEGIES









7. Needs identified through Needs Assessment. AAA to complete planning roster below for three or more needs which have been determined to be a priority for the AAA through the needs assessment process (both the process conducted by the AAA and additional information on needs provided by NYSOFA):

	<p>Access to medical providers:</p> <p>Many individuals serve do not have private insurance and may not think it is affordable. As medical coverage is discussed with clients, especially those who might have a medicaid excess, referrals to HIICAP may identify potentially affordable private insurance plans which will increase access to medical providers.</p>
--	---

The following information is provided for your information. It is not intended to be a substitute for professional advice. Please consult your physician or other qualified health care provider with any questions you may have regarding your condition or the use of any medicine.

The following information is provided for your information. It is not intended to be a substitute for professional advice. Please consult your physician or other qualified health care provider with any questions you may have regarding your condition or the use of any medicine.

The following information is provided for your information. It is not intended to be a substitute for professional advice. Please consult your physician or other qualified health care provider with any questions you may have regarding your condition or the use of any medicine.

-  Transportation.
-  Housing.
-  Community and Health Services
(Includes: Insurance, Nutrition)
-  Social Participation.
-  Respect and Social Inclusion
-  Communication and Information
-  Civic Participation and Employment
-  Outdoor Spaces and Buildings

Ongoing education to Case Managers to increase awareness and knowledge.

Individuals with lower income have reduced access to medical care, especially in rural areas where they must travel significant distances sometimes.

Outreach and education to the various clinics.

Reviews and monitoring of Information and Assistance requests.









The following information is provided for your information. It is not intended to be a substitute for professional advice. Please consult your physician or other qualified health care provider with any questions you may have regarding your condition or the use of any medicine.

The following information is provided for your information. It is not intended to be a substitute for professional advice. Please consult your physician or other qualified health care provider with any questions you may have regarding your condition or the use of any medicine.

The following information is provided for your information. It is not intended to be a substitute for professional advice. Please consult your physician or other qualified health care provider with any questions you may have regarding your condition or the use of any medicine.

Loneliness

Many clients are isolated, or have no nearby family who checks on them.

-  Transportation.
-  Housing.
-  Community and Health Services
(Includes: Insurance, Nutrition)
-  Social Participation
-  Respect and Social Inclusion
-  Communication and Information
-  Civic Participation and Employment
-  Outdoor Spaces and Buildings

				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0

9. Describe how the AAA plans to utilize CSE funding to address service needs identified in the needs assessment, including through the improved coordination of existing community services for older adults in the 2020-24 Plan period and by the development of any new or expanded community service projects.
 Expand Consumer Directed EISEP Expand volunteer assistance Expand access to Social Adult Day Programs.

10. Describe how the AAA will support efficient operations, effective service delivery and performance and quality improvement. (i.e. through technology, modification of internal procedures, utilization of volunteers, development of additional funding/income, provision of dementia-capable staff training.)
 Collaboration with partnering programs to more fully utilize volunteers in meeting needs of seniors in the community. Quality Improvement is monitored monthly and quarterly for services and programs using Peer Place reports and weekly case management reporting.

11. Describe the AAA Advisory Council's role in the needs assessment process and summarize the Advisory Council's input or recommendations on service population priorities and strategies to address service needs identified in the needs assessment.
 Council members are invited to participate at the scheduled sessions. Needs assessment summaries are shared with the council to express input and feedback and to provide guidance regarding implementation. Suggestions for potential locations to hold community meetings and public forums will be requested of the council members with the goal of improving outreach.

PUBLIC HEARINGS/AREA AGENCY ON AGING ADVISORY COUNCIL

1. a. Provide the following information on Public Hearing(s) held for the Four Year Plan.

Copper City Community Connections	11/04/2019	8
Parkway Center	11/07/2019	32

b. Was the notice of at least one Public Hearing published in a local newspaper of general circulation at least twenty one (21) days before that hearing? [9 NYCRR 6653.2][submit copy of notice with Plan]

YES *NO

Date of notice publication: 10/14/2019

c. Was the proposed Four Year Plan or abstract containing program goals, objectives, action steps, and proposed budgets with categorical breakdowns made available to the public within a reasonable time prior to the hearing? [submit abstract made available to public with Plan]

YES *NO

d. Was a minimum of one Public Hearing held at least 30 days prior to the submission of the Four Year Plan?

YES *NO

If *NO to any of the above please explain:

2. Describe specific strategies used in this annual planning cycle to seek input from those unserved and underserved older adults in greatest social or economic need, particularly those who are:

- Low income (OAA)
- Low income minorities(OAA)
- Individuals with limited English proficiency (OAA)
- Rural Residents (OAA)
- Native Americans (OAA)
- Institutionalized/at risk for institutionalization (OAA)
- Individuals with Alzheimer's disease and related dementias (OAA)
- Individuals with disabilities (OAA)
- Caregivers of individuals with Alzheimer's/related dementias and individuals with disabilities (OAA)
- Minorities (9NYCRR 6651.2(i))
- Frail (9NYCRR 6651.2(i))
- Vulnerable (9NYCRR 6651.2(i))
- LGBT (NYS Human Rights Law)
- Homebound' (NYSOFA standard definition)

Examples of specific strategies might include: advertisement in LGBT group newsletter, notice of hearing delivered to HDM recipients, hearing held at ILC or other target group's gathering place, advertisement in rural communities where older adults congregate such as local coffee shop, etc.
 General Media announcement and information on the Oneida County website

3. Public hearings need to be accessible to all individuals. The following questions regarding accessibility include some examples of ways in which AAA might ensure accessibility.

a. Please describe the geographic accessibility of the hearing site(s). (Ex: Is it held in a rural or urban location? Was more than one hearing held? Is it accessible by public transportation? Are sites rotated throughout Planning and Service Area?)

2 hearings we scheduled, both were urban held in different parts of the county that are accessible to public transportation and have adequate parking for individuals who drive. Interpreters were available if needed.

b. Please describe the physical accessibility of the hearing site(s). (Ex: Was it held in an ADA-compliant building? Is there an accessible bathroom? Is there designated accessible parking?)

Both sites are ADA compliant with accessible bathrooms and parking.

c. Please describe attempts to make the hearing(s) accessible to all individuals including those with disabilities. What accommodations were available on site? What did someone need to request ahead of time and what was the mechanism for the individual to make the request? (Ex: sign language interpretation, Communication Access Real Time (CART) services, printed materials in large print or braille or distributed electronically in an accessible format, etc.)

Both sites are ADA compliant with accessible bathrooms and parking. TTY was available at both sites. If translation was needed translation was available with an advance request by phone at the main office number.

d. Please describe attempts to make hearing(s) accessible to individuals with limited English proficiency. What services were available? (Ex: telephonic interpretation—was a phone in the room, was the telephonic interpretation service information on site, translated printed materials, etc.)

In person translation was available as was telephonic interpretation. Printed materials were available as well as printed information in other languages.

e. Please describe attempts to solicit input from the public using the individual's preferred mode of communication. (Ex:


comment at hearing, written comment via mail or email, use of telephonic interpretation services i.e. relay, Language Line or similar, American Sign Language, etc.)
Paper needs assessment surveys were available for individuals to take with them and return. Most were returned by mail.

4. How were interested parties in the PSA notified of the public hearing(s) and provided the opportunity to testify?
Public announcements and fliers at the centers where the forums were conducted.

5. Summarize major issues discussed or raised at the public hearings.
Transportation needs, access to legal services, and general questions about core services were discussed. One site raised questions about the quality case management and the ability of counties to collaborate across county lines for meal delivery and medical transportation. 1 site had questions about HIICAP and how to access program services.

6. Did the AAA receive comments and/or feedback regarding the Four Year Plan outside of the public hearings, e.g. written comments, virtual meetings? Please explain.
no

7. List the major changes in the Four Year Plan resulting from input of interested parties.

 Not applicable, no major change(s).

Major changes in the Plan:

8. Indicate AAA Public Hearing plans for the next Four Years. Elements should include: rotation of site(s) throughout Planning and Service Area, timing, notification of the public, increasing engagement/attendance, increasing accessibility, ensuring hearing will be free from barriers of pre-registration or fees.
Locations will be changed every year. Notification will go out through various media outlets well in advance of the public forums.

9. Provide the date the Four Year Plan was presented to the Area Agency Advisory Council as required for its review, before it was transmitted to NYSOFA. [9 NYCRR 6653.2 (f)]
Date: 09/24/2019

Summarize the comments of the Advisory Council:
none

DISASTER PREPAREDNESS AND RESPONSE

AAAs are required to coordinate activities and develop long range emergency preparedness plans with local and State response agencies, relief organizations, and others that have responsibility for disaster relief services within the PSA. This planning would take into account the needs and preferences of older adults who may or may not be AAA clients.

1. Describe in detail the activities in which the AAA will participate to develop, maintain, and implement disaster preparedness plans in the planning and service area for both clients and non-client older adults. (Examples of activities could include: ongoing participation in county-wide disaster planning teams, distribution of emergency preparedness checklists, hosting community disaster preparedness events, etc.).

Ongoing participation in county - wide disaster planning teams (HOOAD) Periodic EOC training. Active case at-risk list is prepared monthly including contacts, sensory/communication impairments (including LEP), and risk factors.

2. Please indicate the AAA's disaster preparedness partners such as local emergency response agencies, relief organizations, local government entities, and any other institutions that have primary responsibility for disaster relief services.

County Emergency Management/Emergency Operations Center (EOC)

Red Cross

First Responders (Fire/Police/Ambulance/Sheriff)

Local School District

Faith-based groups

County Health Department

Hospitals and Skilled Nursing Facilities

Alzheimer's Association

Other:
HOOAD

3. Will the AAA have a desk (seat at the table) at the County Emergency Operations Center (EOC)?

YES NO

If yes, what specific role will the AAA play during activations and/or emergencies?

Resource and liaison to at risk / vulnerable / isolated seniors and their caregivers

If no, what steps will the AAA take to contact the County EOC Coordinator and arrange for training, information sharing or other activities that would help to blend AAA disaster plans into the County efforts?

4. What disaster preparedness training will AAA Staff (including the Director) receive from the EOC or other sources? (This could include locally developed EOC training and/or on-line FEMA training.)

Periodic FEMA training

5. What procedures will be in place to anticipate and meet the needs of older adults with access and functional needs (including individuals with disabilities and individuals with Alzheimer's disease and related dementias) during a disaster?

Coordination with first responders, law enforcement, DSS, and other disaster response officials.

6. Does the AAA maintain a registry (open to the entire planning and service area, not limited to AAA clients) of individuals 60 years of age and older with access and functional needs (including individuals with disabilities and individuals with

Alzheimer's disease and related dementias) in the AAA's planning and service area that would require contact by emergency services in the event of a disaster?

YES *NO

If *no, does another entity maintain a registry (open to the entire planning and service area, not limited to AAA clients) of individuals 60 years of age and older with access and functional needs (including individuals with disabilities and individuals with Alzheimer's disease and related dementias) in the AAA's planning and service area that would require contact by emergency services in the event of a disaster?

YES NO

If *yes, specify the entity maintaining the registry and describe the role, if any, that the AAA plays regarding this effort:

Fire Departments maintain an at risk registry

7. Will the AAA use the Emergency Preparedness Workflow Path/Module in the Statewide Client Data System to help identify individuals that need assistance during a disaster?

YES NO

8. What is the AAA's procedure to conduct "wellness checks" on vulnerable older adults when there are disruptions in services – such as canceled home delivered meals - or other weather/emergency events? If there is not currently a procedure in place, describe actions to be taken to establish a procedure.

Home Delivered Meal recipients who 'miss' meal delivery receive well check calls. If there is no contact, nutrition program staff call that client's contacts. When storms / emergency events are anticipated, case managers reach out to isolated and most at risk clients, with supervisors assisting on cases if a worker is not present. Contacts occur after the fact if weather / emergencies are not anticipated. Depending on the need, referrals are then made to the appropriate organization and / or EOC.

SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER

To facilitate access to services and to encourage maximum collocation and coordination of services for older adults, each AAA shall list all Senior Centers, and designated Focal Points for comprehensive service delivery in each community.

SENIOR CENTERS
 Include all Senior Centers in the Planning and Service Area, whether they are funded or operate independently of the AAA.

Senior Center: A multipurpose community facility for the organization and provision of a broad spectrum of services, which shall include provision of health (including mental health), social, nutritional, and educational services and the provision of facilities for recreational activities for older individuals.

<p>Barneveld Seniors 852 Old Poland Road Romeville, NY 13304 Phone: 3157642332 Email: clerk@villagesofbarneveld.org</p>	<p>Yes</p>	<p>No</p>	<p>Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>

SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER
Continued

<p>Camden Seniors 1527 Swartz Rd Camden, NY 13316 Phone: 315-245-2437 Email:</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p><input type="checkbox"/> Health Related (exercise, health promotion, etc.) <input type="checkbox"/> Educational (lectures, classes on various subject areas, discussion groups, etc.) <input type="checkbox"/> Recreational (games, trips, concerts, etc.) <input type="checkbox"/> Nutrition Related (meal sites, nutrition counseling/education) <input type="checkbox"/> Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>
<p>Copper City Community Connections 305 East Locust St Rome, NY 13440 Phone: 315-337-8230 Email:</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p><input type="checkbox"/> Health Related (exercise, health promotion, etc.) <input type="checkbox"/> Educational (lectures, classes on various subject areas, discussion groups, etc.) <input type="checkbox"/> Recreational (games, trips, concerts, etc.) <input type="checkbox"/> Nutrition Related (meal sites, nutrition counseling/education) <input type="checkbox"/> Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>
<p>Kirkland Senior Center 2 Mill St. Clark Mills, NY 13321 Phone: (315) 858-1240 Email: cgalinsk@ccs.edu</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p><input type="checkbox"/> Health Related (exercise, health promotion, etc.) <input type="checkbox"/> Educational (lectures, classes on various subject areas, discussion groups, etc.) <input type="checkbox"/> Recreational (games, trips, concerts, etc.) <input type="checkbox"/> Nutrition Related (meal sites, nutrition counseling/education) <input type="checkbox"/> Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>
<p>Lee Center Town Hall 5008 Stokes-Lee Center Rd Lee Center, NY 13363 Phone: 315-336-3438 Email: jurtz@townoffeely.org</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p><input type="checkbox"/> Health Related (exercise, health promotion, etc.) <input type="checkbox"/> Educational (lectures, classes on various subject areas, discussion groups, etc.) <input type="checkbox"/> Recreational (games, trips, concerts, etc.) <input type="checkbox"/> Nutrition Related (meal sites, nutrition counseling/education) <input type="checkbox"/> Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>



















SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER
Continued

<p>New Hartford Dining and Activities 8635 Clinton St New Hartford, NY 13413 Phone: (315) 724-8866 Email:</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p>Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>
<p>New York Mills Senior Center 320 Main Street New York Mills, NY 13417 Phone: (315) 736-7360 Email: NYMillsSenior@crmentalmgmt.com</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p>Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>
<p>North Utica Sr. Ctr 50 Riverside Dr. Utica, NY 13502 Phone: 3157242430 Email: yvonnemcclusky@yahoo.com</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p>Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>
<p>Parkway Senior Center 220 Memorial Parkway Utica, NY 13501 Phone: 315-223-3973 Email: kwalters@theparkwaycenter.org</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p>Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>

SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER
Continued

<p>Peretta Twin Tower Apartments 509 Second St Ulica, NY 13501 Phone: 315-735-5246 Email: jmariano@ulicamha.org</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p>Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>
<p>RCIL Adult Day Service 1607 Genesee St Ulica, NY 13501 Phone: (315) 797-4642 Email: mmurphy@rcil.com</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p>Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>
<p>Sauguot Valley Seniors 2680 Sulphur Springs Rd Sauguot, NY 13456 Phone: 315-737-8723 Email:</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p>Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>
<p>Sherrill Community Activity Center 139 East Hamilton Ave Sherrill, NY 13461 Phone: (315) 363-6625 Email: sgelman@sherrillny.org</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p>Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>

SENIOR CENTER/DESIGNATED FOCAL POINTS ROSTER
Continued

<p>South Rome Senior Center 112 Ridge St Rome, NY 13440 Phone: 315-738-4510 Email:</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p>      Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>
<p>West Side Senior Center 717 Court St Utica, NY 13502 Phone: (315) 738-4510 Email:</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p>      Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>
<p>Whitestown Community Center 1 Championship Way Whitestown, NY 13482 Phone: 315 738-1585 X3 Email: recreation@whitestown.net</p>	<p align="center">Yes</p>	<p align="center">No</p>	<p>      Health Related (exercise, health promotion, etc.) Educational (lectures, classes on various subject areas, discussion groups, etc.) Recreational (games, trips, concerts, etc.) Nutrition Related (meal sites, nutrition counseling/education) Supportive Services (benefits counseling, transportation, caregiver support, legal assistance, etc.)</p>

ADDITIONAL (Non-Senior Center) FOCAL POINTS

(Include NY Connects; do not include community locations already in Senior Center Roster above)

Focal Point: A place or mobile unit in a community or neighborhood designated by the AAA for the collocation and/or coordination of AAA-funded services. Key characteristics include:

- recognized and visible within the community as a point of contact for information about or access to a variety of supportive services for older adults;
- works and coordinates with other service providers, including those who may not have an office/site within the community, to make the services of these other organizations regularly accessible to older adults; and
- older adults are linked with a wide variety of supportive services available within the community.

Augusta Presbyterian Church

Augusta-Soleville Rd
Knobstone, NY 13440
Phone: (315) 843-4053
Email: augustapresbyterian@msn.com

ADDITIONAL (Non-Senior Center) FOCAL POINTS
Continued

Barneveld Seniors

852 Old Poland Road
Boonville, NY 13304
Phone: 3157842332
Email: clerk@villageofbarneveld.org

Boonville United Methodist Church

105 Ann St
Boonville, NY 13309
Phone: (315) 842-2626
Email: bumc105@hotmail.com

Bridgewater Town Hall

North Route 8
Bridgewater, NY 13313
Phone: 315-822-6806
Email: tobtownclerk@gmail.com

Deerfield Town Hall

6329 Walker Road
Deerfield, NY 13502
Phone: (315) 793-3032
Email: townclerk@townofdeerfield.org

ADDITIONAL (Non-Senior Center) FOCAL POINTS
Continued

Forestport Town Hall

12012 Woodhull Rd
Forestport, NY 13494
Phone: (315) 392-2801
Email: shalley@townofforestport.org

Kirkland Senior Center

2 Mill St
Clark Mills, NY 13321
Phone: (315) 853-1240
Email: cgalinski@cca.edu

Lee Center Town Hall

6608 Stokes-Lee Center Rd
Lee Center, NY 13363
Phone: 315-336-3438
Email: jurtz@townoffeely.org

North Utica Sr. Ctr

50 Riverside Dr
Utica, NY 13502
Phone: 3157242430
Email: yvonnemccusky@yahoo.com

ADDITIONAL (Non-Senior Center) FOCAL POINTS
Continued

Oneida County OFA/OCC/NYConnects - Rome

301 W. Dominick St
Rome, NY 13440
Phone: 315-358-0549
Email: EKlesse@ocgov.net

Oneida County OFA/OCC/NYConnects - Utica

800 Park Avenue
Utica, NY 13501
Phone: 315-798-3680
Email: EKlesse@ocgov.net

Paris Town Hall

Sulphur Springs Rd
Sauquoit, NY 13456
Phone: 315-839-5678
Email: ParisTownSupervisor@frontier.com

Peretta Twin Tower Apartments

508 Second St
Utica, NY 13501
Phone: 315-735-5246
Email: jmaniano@uticainia.org

ADDITIONAL (Non-Senior Center) FOCAL POINTS
Continued

RCIL Adult Day Service

1607 Genesee St
Utica, NY 13501
Phone: (315) 797-4642
Email: munrphy@rcil.com

Sherrill Community Activity Center

138 East Hamilton Ave
Sherrill, NY 13481
Phone: (315) 363-6525
Email: sgelman@sherrilly.org

Vernon United Methodist Church

5680 Main St
Vernon, NY 13476
Phone: (315) 829-3535
Email: umcvernon@uts.net

Veterans Outreach Center

726 Washington St
Utica, NY 13502
Phone: 315-765-0875
Email: frontdesk@ucdevelopment.org

ADDITIONAL (Non-Senior Center) FOCAL POINTS
Continued

Vienna United Methodist Church

2410 State Rte. 48
North Bay, NY 13476
Phone: (315) 245-4130
Email: pastormarshajane@aol.com

Waterville Town Hall

122 Barton Avenue
Waterville, NY 13480
Phone: 315-841-4221
Email: villageofwaterville@frontiernet.net

West Side Senior Center

717 Court St
Utica, NY 13502
Phone: (315) 735-0735
Email: dirpaulmickler@hotmail.com

Westmoreland Town Hall

100 Station Rd
Westmoreland, NY 13440
Phone: 315-883-8001
Email: supervisor@town.westmoreland.ny.us

NUTRITION SERVICES

(Refer to the *Guide for Completion* and 92-TAM-3, 2/26/92 for additional information.)

1.

- a. Total number of Registered Dietitian (RD)/Registered Dietitian Nutritionist (RDN) service hours per week projected for the Plan period
16.00
- b. Of the above total, indicate the number of hours of RD/RDN services provided by RD/RDN who is on staff or is a consultant to the AAA. (Do not include hours of the RD who is employed by a nutrition or meal program provider.)
0.00
- c. Total number of hours provided by any other professional nutrition staff (AAA staff or AAA consultant(s)) including Certified Dietitians/Nutritionists (CDNs); Certified Clinical Nutritionists (CCNs); Nutrition and Dietetic Technician, Registered (NDTR) Technicians; and others
16.00

Please identify the title(s) of Staff included in this total:
Registered Dietitian

- d. Are there long-term (3 months or more) vacancies in the following positions?

Nutrition Program Coordinator

*Yes No

Registered Dietitian/Certified Dietitian Nutritionist

*Yes No

If *YES was indicated for a long term vacancy, describe the plan for meeting the requirements of the nutrition program until the position(s) are filled.
Reuse of menus and items that were previously approved.

2. Nutrition Counseling services: Please describe how the AAA will deliver Nutrition Counseling services to both Home Delivered Meal and Congregate Meal clients who would benefit from this service, including those that may be at nutritional risk. Congregate sites are visited monthly by the dietitian for quality assurance of food served, counselling availability and general nutrition education. The nutrition coordinator reviews all new meal starts and makes referrals for Dietitian reviews and contact. The Dietitian makes phone calls to clients requesting contact for education and information.
3. Nutrition Education: Please describe how the AAA will deliver Nutrition Education to congregate sites and to those receiving Home Delivered Meals.
The Dietitian writes articles for the monthly senior publication distributed at dining sites and with Home Delivered Meals. Monthly visits to congregate dining sites occur and nutrition topics are presented to attendees.
4. Number of Preparation Kitchens within the Planning and Service Area: 1
(The number displayed (on electronic document) is the total number of Preparation Kitchens in the Meal Sites Roster in Reporting. To update the Meal Sites Roster, and therefore adjust this number, click here (on electronic document).)
5. Number of Congregate Meal Sites within the Planning and Service Area?: 10
(The number displayed (on electronic document) is the total number of Congregate Meal Sites in the Meal Sites Roster in Reporting. To update the Meal Sites Roster, and therefore adjust this number, click here (on electronic document).)
6. Number of Home Delivered Meal Routes currently in operation: 26
7. GOALS

G

Goal

AAA will sustain a robust Congregate Meal program which is responsive to the needs and preferences of older adults in the Planning and Service Area.

O Objective(s)	Provide nutritionally balanced meals to enrolled seniors at identified sites throughout the county.
A Action Steps What When Who	RD will complete balanced menus, which take needs and preferences into consideration.
L Leading to Outcomes	Improved nutrition for participating seniors.
O Objective(s)	add new dining sites as able
A Action Steps What When Who	Nutrition coordinator will seek out potential additional sites to offer congregate dining.
L Leading to Outcomes	Dining sites will be available to seniors in nearby locations
G Goal	AAA will sustain a robust Home Delivered Meal program which is responsive to the needs and preferences of older adults in the Planning and Service Area.
O Objective(s)	Provide nutritionally balanced meals to enrolled seniors throughout the county.
A Action Steps What When Who	RD will complete balanced menus, which take needs and preferences into consideration. RD will also conduct nutrition education via telephone to participants.
L Leading to Outcomes	Improved nutrition for participating seniors.
O Objective(s)	Shelf stable meals will be available for emergency use.
A Action Steps What When Who	Shelf stable meals are distributed periodically to be available to seniors for use during inclement weather and / or natural disaster.
L Leading to Outcomes	Seniors will have access to nutritious foods.

HEALTH PROMOTION PROGRAMS

Title III-D funding may only be expended for evidence-based health promotion programs/interventions. See 15-PI-18.

1. Evidence-Based Health Promotion: For each evidenced-based health promotion program the AAA provides (or plans to provide) either directly or through contract, utilizing any funding source, please provide the requested information.

Evidence-Based Nutrition or Health Promotion Programs						
Program Name	Year	Amount	AAA currently offers this program, or has in past.	AAA currently offers this program, or has in past.	Contracted If Contracted: List entity(ies):	Amount
Active Living Every Day (ALED)			No	AAA currently offers this program, or has in past.	Directly Provided	0
Aging Mastery Program (AMP)			No	AAA currently offers this program, or has in past.	Contracted If Contracted: List entity(ies): Parkway Center	30
Other			No	AAA plans to offer this program in next four years (but has not yet offered)		50

2. Non-Evidence-Based Health Promotion: Health Promotion Services which will be funded under non III-D funding (Title III-B, Title III-E, EISEP, CSE, CSI, MIPPA* or other funding):

- Evidence Informed - Indicate program: Healthy Eating Every Day
- Fall Prevention/Home Injury Control
- Health Information
- Health / Mental Health Screening
- Medicare Preventive Services Education/Promotion
- Medication Management
- Mental Health Services
- Physical Fitness Programs
- Preventive Nutrition Services
- Vaccination Clinic
- Other (briefly describe)

* MIPPA can only fund Medicare Preventive Services Education/Promotion in this list

3. GOALS

G: Goal	Develop partnerships/strategic plan for delivery of evidence-based health promotion programs during the Four Year Plan Period (e.g. Value Based Payment, health insurers, foundations, co-implementation with neighboring AAAs, partnerships with community organizations, public health departments and others.)
O: Objective(s)	Implement SHINE along with other counties (Madison and Chenango).

A Action Steps What When Who	RD will conduct nutrition education as extension of SNAP education.
L Leading to Outcomes	Improved nutritional awareness and healthier eating habits.
O. Objective(s)	Continue partnerships with existing partners (Parkway Center and Copper City Community Center) to offer Aging Mastery, Strong Bones, and Healthy Ideas.
A Action Steps What When Who	OFA / OCC will provide support and guidance as needed.
L Leading to Outcomes	Programs are provided at locations seniors frequent already. Seniors have access to programs which promote healthy lifestyles.

SUPPORTS FOR CAREGIVERS

TITLE III-E: NATIONAL FAMILY CAREGIVER SUPPORT PROGRAM (Refer to the *Guide for Completion* and the Standard Assurances.)

The National Family Caregiver Support Programs (NFCSP) provides critical services to adult family members or other informal caregivers (aged 18 and older) providing care to someone 60 years of age or older; someone of any age with Alzheimer's disease and related dementias; older relatives, who are not the parents, aged 55 and older providing care to children under age 18; and older relatives, including parents, aged 55 and older providing care to individuals with disabilities ages 18-59. These services help support the caregiver providing care, and delay or avoid entry into a long term care setting by the care recipient.

Priority shall be given to:

- Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (in particular attention to low-income older individuals);
- Older relative caregivers of children with severe disabilities, or individuals with severe disabilities; and
- Family caregivers who provide care for individuals with Alzheimer's disease and related dementias.

1. Describe how the AAA and their contractors will raise awareness of caregiving and supports available to caregivers, as well as provide culturally-relevant services to the following caregiver populations, with particular attention to the target groups identified through the 2016 reauthorization of the Older Americans Act:

- Individuals with limited English proficiency and caregivers from diverse racial and ethnic backgrounds, including Native American caregivers;
- Caregivers who are in the greatest economic and social need;
The term "greatest social need" means the need caused by non-economic factors, which include: (A) physical and mental disabilities; (B) language barriers; and (C) cultural, social, or geographical isolation, including isolation caused by racial or ethnic status, that - (i) restricts the ability of an individual to perform normal daily tasks; or (ii) threatens the capacity of the individual to live independently.
- Caregivers who provide care to persons with Alzheimer's disease and other dementias;
- Caregivers who provide care to persons at risk for institutionalization;
- Non-traditional family caregivers who may not be recognized as family; Lesbian, Gay, Bisexual and Transgender partners and individuals who are not legally married;
- Grandparents and relatives raising children; age 55 and older are eligible for services provided by the National Family Caregiver Support Program; and
- Older individuals caring for people, including children of all ages, with severe disabilities (including intellectual/developmental disabilities).

Caregiver respite options for Oneida County include Self-Directed care allowing caregivers to select a person with whom the care receiver is already comfortable and likely to have improved communication ability and cultural competency. Self directed options also improve the potential to fill respite needs in hard to serve areas. Collaborating with the Alzheimer's Association increases training available to caregivers of persons with various forms of memory loss. Adult day programs are a cost-effective way to provide a longer break to caregivers and improve socialization for the care receiver.

2. Services for Caregivers of Adults Who Are 60 and Over and Caregivers for Individuals of Any Age with Alzheimer's Disease and Related Dementias: Each of the five service categories must be available to caregivers in the Planning and Service Area through the AAA or contractors. Provide a response under each of the five service categories below.
NOTE: Please include services from all funding streams.

- a. Information to caregivers about available services** - Describe how service(s) under this category will be provided to caregivers.
Information about caregiver services and supports are available through NYConnects, the County Website, fliers, site visits, and via case managers during the home assessment process.
- b. Assistance to caregivers in gaining access to services** - Describe how service(s) under this category will be provided to caregivers. Specifically describe how screening and assessment of caregiver needs will be conducted in your PSA.
Screening is typically performed at the initial contact with NYConnects, but also by case managers during the initial and reassessments as well as superficially at 2 month contacts.
- c. Caregiver Services (Individual Counseling, Support Groups, Caregiver Training)**
Describe how service(s) under this category will be provided to caregivers. Specifically describe the types of counseling, support groups and/or training (i.e. one-time or ongoing; one-to-one or group) that will be offered. Identify any service limits that will be in place under this category.

Counseling

Caregivers of individuals with memory impairments are generally referred to the various support groups and telephone supports coordinated by the Alzheimer's Association.

Caregiver Training(s)

Caregivers of individuals with memory impairments are generally referred to the various support groups and telephone supports coordinated by the Alzheimer's Association. Caregivers are informed of wellness programs as available or interest indicates. CD-Respite

Support Group(s)

Caregivers of individuals with memory impairments are generally referred to the various support groups and telephone supports coordinated by the Alzheimer's Association. Historically, Oneida County has been unsuccessful at attracting caregivers to our own support groups.

2. d. Respite Care

Describe what respite options will be provided to caregivers. The respite service category must be used for the caregiver, while the service may be delivered to the care recipient. (e.g., Caregiver Directed Respite, Personal Care Levels I & II, Home Health Aide, Adult Day Services, In-home contact and support, Supervision/monitoring, Overnight Respite at a nursing home or assisted living residence, etc.)

Identify any service limits that will be in place under this category.

CD-Respite, PCA 1+2, Social and Medical Adult Day, Supervision / Monitoring / Companion level care, emergency overnight facility respite are all available.

2. e. Supplemental services, on a limited basis

Describe how service(s) under this category will be provided to caregivers. Specifically describe the types of supplemental services that will be provided and the method that will be used to distribute these services. (i.e. Home Delivered Meals, Congregate Meals, Nutrition Counseling, Assisted Transportation/escort, Transportation, Legal Assistance, Health Promotion, Nutrition Education, Personal Emergency Response Systems, Other - for those services not separately identified)

Identify any service limits that will be in place under this category.

PERS is available to assist caregivers in monitoring or reminding of medications. HDMs are available and often used when a live in caregiver works outside the home during the day, or to assist in providing a more balanced diet and ensure the caregiver also receives nutrition. Transportation is occasionally provided by respite companions.

3. Optional Components of National Family Caregiver Support Program (NFCSP):

Services for caregiving grandparents and older relatives

NOTE: To be eligible for services, grandparents/older relative caregivers must be 55 years of age or older. Limited to ten percent of total available state, federal, local funding.

(Check only those services that apply):

- Not Applicable, AAA does not plan to provide any optional components with Title III-E funds.
- The AAA plans to provide services to grandparents and/or older relative caregivers (doesn't include biological parents) of children age 18 or younger (including persons with disabilities)
- The AAA plans to provide services to grandparents and/or older relative caregivers (Includes biological parents) who provide care to family members with disabilities between the ages of 19-59.

3. a. Information to grandparents and/or older relative caregivers about available services -

Describe how service(s) under this category will be provided to grandparents and/or older relative caregivers.

3. b. Assistance to caregivers in gaining access to services -

Describe how service(s) under this category will be provided to grandparents and/or older relative caregivers. Specifically describe how screening and assessment of grandparents and/or older relative caregivers' needs will be conducted in your area.

3. c. Caregiver Services (Individual Counseling, Support Groups, Caregiver Training) -

Describe how service(s) under this category will be provided to grandparents and/or older relative caregivers. Specifically describe the types of counseling, support groups and/or training (i.e. one-time or ongoing; one-to-one or group) that will be offered.

Identify any service limits that will be in place under this category.

Counseling

Caregiver Training(s)

Support Group(s)

3. d. Respite Care -

Describe what respite options will be provided to grandparents and/or older relative caregivers. The respite service category must be used for the caregiver, while the service may be delivered to the care recipient. (i.e. Caregiver Directed Respite, Personal Care Levels I & II, Home Health Aide, Adult Day Services, In-home Contact and Support, Supervision/monitoring, Respite Education and Support Tools (REST), Overnight Respite at a Nursing Home, Assisted Living Residence, Summer Camp, etc.)

Identify any service limits that will be in place under this category.

3. e. Supplemental services, on a limited basis -

Describe how service(s) under this category will be provided to grandparents and/or older relative caregivers. Specifically describe the types of supplemental services that will be provided and the method that will be used to distribute these services. (i.e. Home Delivered Meals, Congregate Meals, Nutrition Counseling, Assisted Transportation/escort, Transportation, Legal Assistance, Health Promotion, Nutrition Education, Personal Emergency Response Systems, Other - for those services not separately identified)

Identify any service limits that will be in place under this category.

4. Caregiver Resource Center (CRC)

- Not Applicable, AAA is not one of the 17 State Funded CRC Programs (see Guide for Completion for list of 17 AAAs)
- Applicable, AAA is one of the 17 State Funded CRC Programs (see Guide for Completion for list of 17 AAAs)

CRC Goals and Objectives

- To provide a single focal point of assistance to family members and other informal caregivers.
- To provide training, support groups, counseling, and technical assistance to caregivers so they may continue in their caregiving roles.
- To link caregivers with AAA and other community-based services.

Eligibility: Family and other informal caregivers of a frail and/or disabled elderly individuals.

4. a. The AAA has designated a physical location(s) as the CRC: YES NO

4. b. Components of Caregiver Resource Center (Check only those services that apply):

AAA plans to provide information to caregivers about available services -
Describe how service(s) under this category will be provided to caregivers.

AAA plans to provide Caregiver Services (Individual Counseling, Support groups, Caregiver Training) -
Describe how service(s) under this category will be provided to caregivers.
Specifically describe the types of counseling, support groups and/or training (i.e. one-time or ongoing; one-to-one or group) that will be offered.

Counseling

Caregiver Training(s)

Support Group(s)

4. c. Specify any special needs populations that will be served:

CASE MANAGEMENT

Case Management Standard Definition- (17-P1-30)

A comprehensive process that helps older persons with diminished functioning capacity, and/or their caregivers, gain access to and coordinate appropriate services, benefits and entitlements. Case Management consists of assessment and reassessment, care planning, arranging for services, follow-up and monitoring at least every two months and discharge. These activities must be provided by or under the direction of the designated case manager or case manager supervisor.

G Goal	Conduct one comprehensive annual assessment and care plan for all aging services per individual.
O Objective(s)	Oneida County case management staff completes comprehensive assessments at least annually.
A Action Steps What When Who	Case Managers are assigned cases geographically to foster efficiency in completing assessments. Case Managers organize and plan visits coming due for assessment monthly. Supervisors monitor case loads and assign assessments if needed.
L Leading to Outcomes	New assessments completed within reasonable time frames. Timely reassessment of active cases.
G Goal	Provide conflict-free, person-centered case management.
O Objective(s)	Comprehensive assessments are completed taking into consideration needs and preferences of clients and their caregivers.
A Action Steps What When Who	Case Managers receive on-going training.
L Leading to Outcomes	Clients will receive individualized plans of care and services tailored to their specific needs and preferences.
G Goal	Provide locally coordinated case management training for individuals conducting case management services and for their supervisors.
O Objective(s)	fostering a highly trained case management staff
A Action Steps What When Who	Monthly staff meetings are a primary vehicle to offer training on a multitude of subjects. Other opportunities include periodic web-based trainings, conferences, seminars, and public information sessions. Case Managers typically exceed 25 hours per year of training.
L Leading to Outcomes	Case Management staff are very knowledgeable. Case Management staff are well prepared to assist clients and care givers.

LEGAL ASSISTANCE

Goal: Partner with nonprofit organizations, private entities, governmental agencies and individuals to build local, integrated legal services delivery systems that effectively and efficiently use the resources of the legal and advocacy communities to prevent the abuse, neglect and exploitation of older adults and protect their rights.

- In the table below identify AAA's current and/or proposed local partners to develop, operate, and/or support the coordinated delivery of legal assistance/services related to income, health care, long-term care, nutrition, housing, utilities, protective services, guardianship cases, abuse, neglect, and age discrimination for older adults.

Organization Type	Organization Name
	Joseph P. Giruzzi, Esq.; Legal Aid Society of Mid-New York, Inc.

- For the four year period covered by this plan, the AAA is to identify objectives, partners, strategies, action steps and projected outcomes for its Legal Assistance Program. The AAA, in establishing objectives for the delivery of legal assistance, should be guided by the following federal and state requirements:
 - Coordination of OAA funded legal assistance with existing Legal Services Corporation (LSC) projects in the PSA, in order to assure that older adults receive a proportional share of representation from the LSC grantee and avoid duplication;
 - Prioritize legal assistance/services related to income, health care, long-term care, nutrition, housing, utilities, protective services, guardianship cases, abuse, neglect and age discrimination;
 - Effort to be made by the legal assistance provider(s), in coordination with the area agency, to involve private bar in legal assistance for older adults on a pro bono or reduced fee basis;
 - Develop a system of assisted referrals of cases to the private bar, including appropriate follow-up to assure that services have been provided; and
 - Assist the local long-term care ombudsman program

Please note the following instructions when completing the table below.

- The "Objective" should state what will be accomplished; when it will happen and why the outcome is needed.
- The "Action Steps" should describe strategies, specific and achievable action steps needed and state the date to be completed and the person responsible for accomplishing this task (When and Who). The "Action Steps" should also include the organizations, local governmental agencies and/or individuals whom the AAA will work with to achieve the objective
- The "Leading to Outcomes" should include the expected outputs, deliverables, and outcomes.

See Goals section of Guide for Completion for instructions on how to complete the GOAL framework.

G Goal	Partner with nonprofit organizations, private entities, governmental agencies and individuals to build local, integrated legal services delivery systems that effectively and efficiently use the resources of the legal and advocacy communities to prevent the abuse, neglect and exploitation of older adults and protect their rights.
O Objective(s)	Participation and support of the Oneida County Elder Abuse Coalition and regional coalition in Syracuse







A. Action Steps What When Who	Regular multi-disciplinary meetings at least 6 times a year. Broad spectrum of organizational participation including law enforcement, legal representation, domestic violence advocacy, Adult Protective Services, financial institutions and other organizations. Participation in and collaboration on local and regional public education.
L Leading to Outcomes	Education and collaboration between organizations. Improving public advocacy, awareness, and education.

3. If the AAA anticipates challenges in achieving the above listed objectives, please describe the anticipated challenges and the solutions to overcoming the anticipated challenges.
 There is difficulty in securing providers willing to accept our rate of reimbursement. Delays in contract approvals and slow reimbursement have been issues in the past.

4. For what types of legal matters does the Area Agency on Aging receive the most requests for assistance? Please identify at least three types of legal matters.
 Power of Attorney Will completion / updates Land Lord tenant issues

HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM (HIICAP)

1. What efforts will be made over the next four years to expand the total beneficiary contacts of the HIICAP program through outreach and counseling?
HIICAP counselors, NY Connect staff, and Case Managers will screen all clients that they have contact with for any insurance needs. All staff will be trained on the options available to clients based on their own individual needs. The clients would be assisted or referred to other agencies for assistance as needed. This will expand the beneficiary contacts as all will be captured via phone, at site visits, health fairs, or special events to educate the community.
2. What actions will be taken over the next four years to expand the group and media outreach and educational events of the HIICAP program?
HIICAP staff continue to collaborate with other agencies that provide services to seniors. They participate in outside agencies staff training and in services. They continue to reach out to groups like AARP and Retiree groups to educate on the options available. Counselors reach out to local businesses to offer training to individuals preparing for retirement. Articles are written monthly in Prime Time about the most updated information available.
3. What actions will be taken over the next four years to expand HIICAP outreach and assistance to serve low-income beneficiaries?
HIICAP staff will look at statistics for Oneida County to identify where these individuals live. They will target those areas by reaching out to the community partners and develop a plan to distribute program brochures. Staff will partner with organizations to leave brochures and to set up educational events to educate individuals.
4. What significant changes will be enacted over the next four years to expand the number of beneficiaries who receive Medicare Part D enrollment assistance?
HIICAP staff will train social security staff about the program. This partnership will allow referrals to flow between the two organizations allowing individuals to be educated and assisted with their needs. Advertising the program in Prime Time and on public media outlets to promote the sites and the number to call for assistance. Presentations at senior sites and clubs to educate will happen several times a year at all of the 8 dining sites thru out the county.
5. What actions will be taken by the HIICAP program over the next four years to reach and serve populations such as those with limited English proficiency; low literacy; targeted ethnic and racial groups; and those who live in rural areas?
HIICAP staff will target each group individually by working with the organizations that provided services. For limited English proficiency we will partner with the BOCES to provide information to those taking English as a second language. We continue to work with local Refugee center to translate brochures into other languages. We have access to interpreters to assist our clients in understanding the options available to them.
6. What activities will the HIICAP program provide over the next four years to counsel and educate the public on Medicare wellness and preventive benefits?
Articles placed in Prime time twice a year to describe this benefit will be written. Information that outlines the benefits will be passed out at wellness fairs, left at all site visit location, and distributed to all senior dining sites and senior living complexes. HIICAP will also share the information with the local Social Security Office.
7. Provide the estimated weekly hours that the HIICAP Coordinator will dedicate to the Program: 35.00
8. Does the HIICAP Coordinator serve other non-HIICAP functions?
NO
9. Provide the days and hours of operation that HIICAP will be available to provide Medicare beneficiaries with one-on-one counselling (via face-to-face or telephone).
Monday - Wednesday - Friday 10 - 2, North Utica Community Center Tuesday - Thursday 10 - 2 Cooper, City Community Connection A Counselor is always available for phone calls at our main office in Oriskany Monday - Friday 8:30 - 4:30.
10. Does the local HIICAP Program utilize the assistance of the Medicare Managed Care Assistance Programs (MCCAP)?
NO
If Yes, which MCCAP(s) have been worked with in the last 12 months:

-  Community Services Society
-  Empire Justice Center
-  Legal Aid Society
-  Medicare Rights Center (MRC)
-  New York Legal Assistance Group (NYLAG)
-  New York Statewide Senior Action Council

11. Enter the number of HIICAP volunteers that your HIICAP program currently has: 0
12. Volunteer recruitment and retention:

See Goals section of Guide for Completion for instructions on how to complete the GOAL framework.

13. GOALS

G Goal	Successfully increase recruitment and retention of volunteers to support local HIICAP.
O Objective(s)	To recruit volunteers to assist with outreach to the community on all topics, with a focus on reaching the hard to serve population.
A Action Steps What When Who	Recruit individuals new to Medicare as well as those who have been on for over a year. We will accomplish this partnering with Social Security to distribute fliers to those that contact their office.
L Leading to Outcomes	Increase number of volunteers.

GENERAL SERVICES

Please provide the following information regarding services the area agency intends to administer during the Plan period. Please refer to 17-PI-30, "Standard Definitions for Services and Units of Service."

1. Information and Assistance

- | | | |
|--|--|---|
| <input type="checkbox"/> Information | <input type="checkbox"/> Benefits counseling | <input type="checkbox"/> Referral & Follow-up |
| <input type="checkbox"/> Tax Counseling | <input type="checkbox"/> Assistance | <input type="checkbox"/> Housing assistance |
| <input type="checkbox"/> Other (briefly describe) Resource lists and contact information | | |

Briefly describe service delivery structure and/or plans to develop service e.g. points of service delivery, use of volunteers, nature of service:
Information and Assistance is conducted in several locations. Access sites at the 2 County Office buildings (Utica and Rome), outreach sites scattered through out the county (Senior Centers and Focal points), public events and presentations, and via telephone through NY Connects

2. In-Home Contact and Support

- | | |
|---|---|
| <input type="checkbox"/> Friendly visiting | <input type="checkbox"/> Shopping assistance |
| <input type="checkbox"/> Telephone reassurance | <input type="checkbox"/> Supervision services |
| <input type="checkbox"/> Other (briefly describe) bi-annual yard clean-up | |

Briefly describe service delivery structure and/or plans to develop service e.g. points of service delivery, use of volunteers, nature of service:
Oneida County contracts with UCP for shopping assistance Respite and CD-EISEP companion level care provide supervision for memory impaired clients Spring and Fall clean-up is a collaborative service with the Youth Bureau and utilizes youth volunteers

3. Outreach

- | | |
|---------------------------------------|------------------------------------|
| <input type="checkbox"/> Face to face | <input type="checkbox"/> Telephone |
|---------------------------------------|------------------------------------|

Briefly describe service delivery structure and/or plans to develop service e.g. points of service delivery, use of volunteers, nature of service:
Case Managers make monthly visits to senior clubs, housing complexes, and dining sites to be available to seniors and provide I+A and outreach. Staff make periodic phone calls to clients and sometimes former clients, well checks are completed in anticipation of or subsequent to inclement weather / storms.

4. Transportation

a. Service Design:

Demand Fixed route

b. Type(s) of activities planned for the Plan period:

To medical appointments To program sites & senior centers

To visit friends & relatives Shopping assistance

Other (briefly describe) no other alternative to a necessary location

Briefly describe service delivery structure and/or plans to develop service e.g. points of service delivery, use of volunteers, nature of service:
RSVP provides pre-scheduled rides to medical appointments on referral. Respite or other flexible funds are used periodically when no other alternative is available for a 1-time occurrence / urgent need.

5. Adult Day Services

Social Adult Day Services

Adult Day Health Care

Other (briefly describe)

Briefly describe service delivery structure and/or plans to develop service e.g. points of service delivery, use of volunteers, nature of service:
SADS locations: Presbyterian Homes, Lutheran Homes, RCIL, Copper City Community Center, CT Sitrin Home - OPAL MADC is available via respite at Presbyterian Home and CT Sitrin Home all programs offer round trip transportation.

CONTRIBUTIONS

1. Per 18-PI-17 services for which contribution policies and procedures must be developed include:

- adult day services
- housekeeping/chores
- caregiver services
- legal assistance
- case management
- nutrition counseling
- congregate meals
- personal emergency response
- homemaking/personal care
- residential repair/renovation
- home health aide
- shopping assistance
- home delivered meals
- transportation
- in-home contact and support
- assisted transportation
- health promotion

For any of the above services currently offered by the AAA, but not currently receiving contributions, please describe how the AAA plans to encourage contributions while maintaining the voluntary and confidential nature of contributions and ensuring that methods of solicitation are non-coercive.

Quarterly mailings are sent to service recipients or designated representatives for non-cost shared service contributions. Web based information is available to make donations. Donations are not publicized and are handled by the fiscal unit. Fliers and brochures are distributed at Senior Centers, focal points, and public events and activities.

2. Describe how the AAA will monitor contribution levels, identify trends and understand and respond to significant changes in contribution levels.

Fiscal unit monitors and tracks donations to the various programs.

3. Describe how the AAA will provide the opportunity for voluntary contribution to service recipients who have a language of preference other than English.

Every brochure / flier includes a tear-off donation section which can be mailed back to the office.

LEVERAGED RESOURCES

The Leveraged Resources Inventory is an opportunity to communicate additional value the AAA brings to older adults in the PSA which may otherwise be uncaptured in this Plan.

List resources (from outside entities) which meet the following criteria:

- The AAA has been involved in developing, mobilizing or acquiring the resource for the enhancement of community based services to older adults in the PSA (as in, this resource would not be available to older adults in the PSA if not for the AAA's involvement),
- The resource is not a service provided as part of a contract with the outside entity. Show only the added value leveraged by the AAA above and beyond a contract, or services not included in a contract, and
- The resource is projected to be available to older adults in the Plan period.

Indicate:

- Name of the Agency/Organization,
- Services provided (include only the services the AAA was instrumental in developing, mobilizing or acquiring; do not include services for which the AAA contracts),
- Estimated annual dollar value of the services listed (again, not including the value of any contract), and
- Whether the Agency/Organization is a current contractor of the AAA for any services.

Parkway Center 220 Memorial Parkway Utica, NY 13501	Livable Communities grant	\$0.00	Yes
---	---------------------------	--------	-----

REVENUE DIVERSIFICATION

1. If contracting or planning to contract with a healthcare system or other providers, indicate each contractual agreement below. Examples of providers which may purchase services through contract with the AAA include Managed Care Organizations, health systems, hospitals, health insurers, and other payers.











Does the AAA plan on contracting with any health systems or other providers during the Four Year Plan period?












YES NO

If ***yes**, List the name(s) of the provider which will purchase services from the AAA. What service(s) is/are the AAA contracted for or negotiating to provide and what is the reimbursement agreement?

Service	Rate	Contracted For	Reimbursement
<input checked="" type="checkbox"/> Personal Care Levels I	0.00		0.00
<input checked="" type="checkbox"/> Personal Care Levels II	0.00		0.00
<input checked="" type="checkbox"/> Home Health Aide	0.00		0.00
<input checked="" type="checkbox"/> Case Management	0.00		0.00
<input checked="" type="checkbox"/> Adult Day Services	0.00		0.00
<input checked="" type="checkbox"/> Personal Emergency Response System (PERS)	0.00		0.00
<input checked="" type="checkbox"/> Home-delivered meals	8.10		0.00
<input checked="" type="checkbox"/> Congregate meals	0.00		0.00
<input checked="" type="checkbox"/> Transportation	0.00		0.00
<input checked="" type="checkbox"/> Evidence-Based Health Promotion	0.00		0.00
<input checked="" type="checkbox"/> Other:	0.00		0.00

<input checked="" type="checkbox"/> Personal Care Levels I	0.00		0.00
--	------	--	------

 Personal Care Levels II	0.00		0.00
 Home Health Aide	0.00		0.00
 Case Management	0.00		0.00
 Adult Day Services	0.00		0.00
 Personal Emergency Response System (PERS)	0.00		0.00
 Home-delivered meals	8.10		0.00
 Congregate meals	0.00		0.00
 Transportation	0.00		0.00
 Evidence-Based Health Promotion	0.00		0.00
 Other:	0.00		0.00

All 3 providers are MLTC who purchase HDM			
 Personal Care Levels I	0.00		0.00
 Personal Care Levels II	0.00		0.00
 Home Health Aide	0.00		0.00
 Case Management	0.00		0.00
 Adult Day Services	0.00		0.00
 Personal Emergency Response System (PERS)	0.00		0.00
 Home-delivered meals	8.10		0.00
 Congregate meals	0.00		0.00
 Transportation	0.00		0.00
 Evidence-Based Health Promotion	0.00		0.00
 Other:	0.00		0.00

2. Please describe any additional partnership development or strategic planning for revenue diversification that the AAA will engage in during the Four Year Plan Period (e.g. Private Pay, Value Based Payment, Pay for Performance, co-implementation with neighboring AAAs, partnerships with community organizations, county departments and others).

Explore potential for partnership with Insurance providers to reduce re-hospitalization rates.

ADDITIONAL FUNDING

This page is an inventory of all AAA funding without a dedicated program column on the Service Delivery and Resource Allocation Plan (Budget page 1&2). The Services Provided column below indicates allowable services. Completion of this page will result in the automatic completion of the 'All Other Programs' column of the Service Delivery and Resource Allocation Plan.

- Program numbers 4 through 15 are pre-populated in the 'Program Funding Source Codes'.
- After entry, the programs entered in codes 16 through infinity will populate in the 'Program Funding Source Codes'.
- After entry, the total amount for each service for each program will automatically populate on the corresponding line for service in the 'All Other Programs' column of the Service Delivery and Resource Allocation Plan.
- Any amounts being provided as Line 21: "Other Services" must also be included and described in the 'Other Services' page.

4	Foster Grandparents	Volunteer Services Program	21 (Other Services)	0	0	0	
5	RSVP	Volunteer Services Program	21 (Other Services)	0	0	0	
6	HIICAP	Information & Assistance	13 (Information & Assistance)	0	0	0	33784
		Outreach	14 (Outreach)	0	0	0	
		Counseling & Assistance	21 (Other Services)	33784	0	33784	
7	MIPPA	Information & Assistance	13 (Information & Assistance)	0	0	0	18632
		Outreach	14 (Outreach)	0	0	0	
		Public Information	21 (Other Services)	18632	0	18632	
8	State Funded Transportation	Assisted Transportation	9 (Assisted Transportation)	0	0	0	13500
		Transportation	10 (Transportation)	13500	0	13500	
9	NY Connects E & E	Various	21	415774	0	415774	454726
		Planning/Implementation/Admin.	22	38952	0	38952	
10	SHINE SNAP-Ed	Nutrition Education	12	47320	0	47320	108184
		Public Information	21	9624	0	9624	
		Food Box Distribution/Other	21	51240	0	51240	
11	Caregivers Resource Center	Various					
12	Grants-in-Aid	Various					
13	State Respite program	Various					
14	County Funds (not Match or over-Match)	Various					
15	Contracts: purchase of AAA services by healthcare/other providers (see Revenue Diversification page)	Various					

OTHER SERVICES (Line 21)

Plan Period: 4/1/20 to 3/31/21

Complete the following to identify and describe all services/programs included on Line 21 in the Federal, State or Other Funding Columns on the "Services Delivery and Resource Allocation" pages. This is to include all Line 21 services from the Additional Funding page as well. Utilize the names of services pre-populated in the drop-down menu where possible.

Name of Service/Program: Other

Other Service Name: Alzheimer's Grant

Check all that apply: Directly Provided Contracted

Briefly describe the service:

Consumer Directed goods and services for the Care Receiver with the goal of providing respite to family caregivers of persons with Alzheimer's disease and dementia related disorders.

Amount of Funding for this Service: 45500

Number of Units: 646

Funding Sources (List all): Alzheimer Association Grant

One Unit of Service Equals:

One unit of service is equal to one hour of respite

Name of Service/Program: Counseling for Tax, Financial, Entitlement, Health Insurance

Check all that apply: Directly Provided Contracted

Briefly describe the service:

TO provide health insurance option counseling and financial entitlement to clients.

Amount of Funding for this Service: 33784

Number of Units: 5119

Funding Sources (List all): HIICAP

OTHER SERVICES (Line 21)

Name of Service/Program: Other

Other Service Name: Homemodifications

Check all that apply: Directly Provided Contracted

Briefly describe the service:

To provide home modifications necessary for clients to remain independent in their home.

Amount of Funding for this Service: 70000

Number of Units: 3111

Funding Sources (List all): Unmet Needs

One Unit of Service Equals:

one unit would equal one hour of service

Name of Service/Program: NY Connects E&E

Check all that apply: Directly Provided Contracted

Amount of Funding for this Service: 415774

Funding Sources (List all): NY Connects E&E

Name of Service/Program: Public Information/Education

Check all that apply: Directly Provided Contracted

Briefly describe the service:

MIPPA SHIP

Amount of Funding for this Service: 18632

Number of Units: 358

Funding Sources (List all): MIPPA SHIP

OTHER SERVICES (Line 21)

Name of Service/Program: Other

Other Service Name: Respite

Check all that apply: Directly Provided Contracted

Briefly describe the service:

Provide Caregiver respite and respite beds to clients whose need has not been met. These services include overnight nursing home stays, respite beds, and relief to caregivers as needed.

Amount of Funding for this Service: 35000

Number of Units: 0

Funding Sources (List all): Unmet Needs

One Unit of Service Equals:

one unit equals one hour of service

Name of Service/Program: Other

Other Service Name: Respite and Respite Beds

Check all that apply: Directly Provided Contracted

Briefly describe the service:

These services are only for clients referred by OFA/OCC. This service provides Caregiver respite, respite beds for clients, and overnight nursing home stays if needed. Including consumer directed respite services such as budget based care planning with the use of a Fiscal Intermediary service similar to CDEISEP.

Amount of Funding for this Service: 104000

Number of Units: 5622

Funding Sources (List all): IIIIE

One Unit of Service Equals:

One unit = one overnight stay or one hour of respite care.

Name of Service/Program: Other

Other Service Name: Senior Health Improvement and Nutrition

Check all that apply: Directly Provided Contracted

Briefly describe the service:

This program is to help older adults improve health through healthy eating, promoting nutrition education, and obesity prevention interventions. This includes evidence based community workshops, health eating resource fairs, and food box distribution.

Amount of Funding for this Service: 60864

Number of Units: 936

Funding Sources (List all): SHINE

One Unit of Service Equals:

One unit equals one hour of service

OTHER SERVICES (Line 21)

Name of Service/Program: Other

Other Service Name: Volunteer Coordinator Services

Check all that apply: Directly Provided Contracted

Briefly describe the service:

The services being provided include: health, wellness, and nutrition; transportation; education; arts/music; social/recreation; financial independence; volunteer services; veteran services; and access to resources. All of the above services are to help seniors remain active and independent.

Amount of Funding for this Service: 10000

Number of Units: 333

Funding Sources (List all): Unmet Needs

One Unit of Service Equals:

One Unit equals one hour of service

Complete this table to populate the III-E column on Budget page 1

14	Outreach	1225	30615	0	0
21	Public Information	0	0	0	0
		1225	30615	0	0
13	Information and Assistance	3017	75437	0	0
6	Case Management	1288	36059	0	0
21	Other, specify	0	0	0	0
		4305	111496	0	0
19a	Caregiver Counseling	0	0	0	0
19b	Caregiver Support Groups	0	0	0	0
19c	Caregiver Training	0	0	0	0
		0	0	0	0
1a	Personal Care Level II - Not Consumer Directed	685	14200	0	0
1b	Personal Care Level II - Consumer Directed	0	0	0	0
2a	Personal Care Level I - Not Consumer Directed	282	5500	0	0
2b	Personal Care Level I - Consumer Directed	0	0	0	0
3	Home Health Aide	0	0	0	0
15a	In-home Contact and Support – Not Consumer Directed (supervision of care receiver or friendly visiting)	0	0	0	0

15b	In-home Contact and Support – Consumer Directed (supervision of care receiver or friendly visiting)	0	0	0	0
5	Social Adult Day Care	0	0	0	0
5	Adult Day Health Care Services	0	0	0	0
21	Overnight Adult Home	0	0	0	0
21	Overnight Nursing Home	0	0	0	0
21	Respite	1513	28000	0	0
21		0	0	0	0
		2480	47700	0	0
Subtotal for Adult Day Care					
18	PERS	71	1000	0	0
21	Assistive Device/Equipment	0	0	0	0
4a	Home Delivered Meals - NSIP Ineligible Meals	0	0	0	0
4b	Home Delivered Meals - NSIP Eligible Meals	1886	15674	0	0
7a	Congregate Meals - NSIP Ineligible Meals	0	0	0	0
7b	Congregate Meals - NSIP Eligible Meals	0	0	0	0
8	Nutrition Counseling	0	0	0	0
12	Nutrition Education	0	0	0	0
17a	Health Promotion – Not Evidence-Based	0	0	0	0
17b	Health Promotion – Evidence-Based	0	0	0	0
10	Transportation	0	0	0	0
11	Legal Services	0	0	0	0
9	Assisted Transportation	0	0	0	0
21	Home Modification	0	0	0	0
21	Other, specify TBD	4109	76000	0	0
		6066	92674	0	0
22	Area Plan Administration	0	19080	0	0
		14076	301565	0	0

0 (cash)	0	0	0	0	0	0
52282	52282	0	20532	115000	574554	
969799	617530	7614	576561	12912	38952	
				330367	87802	

- (a) See Guide for Completion for limitations on services provided under EISEP.
- (b) See Guide for Completion for information regarding these EISEP services.
- (c) Enter the number of LTHCP (or other non-NSIP eligible) meals 0
- (d) Enter the amount of Adult Day Services provided as: Non-Institutional Respite: \$0 Auxiliary Services: \$0
- (e) Enter the amount of In-home Contact & Support Services provided as: Non-Institutional Respite: \$0 Auxiliary Services: \$0
- (f) See Other NYSOFA Funding and Services and Other Services pages

Other Funding Source Codes	
1) Title III-D	5) RSVP
6) HHCAP	10) SHINE SNAP-Ed
11) Caregivers Resource Center	14) COUNTYFUNDS
16) Alzheimer's Grant	
2) CSI	4) Foster Grandparents
7) MPPA	9) NY Connects E & E
12) Grants in Aid	13) RESPITE
	3) Unmet Need
	8) State Funded Transportation

Application For Funding
 Summary Budget for Titles III-B, III-C-1, III-C-2, III-D, III-E

\$54,381	\$135,455	\$189,836	\$11,970	\$41,780	\$53,750	\$12,144	\$21,598	\$33,742	\$14,840	\$14,023	\$94,808	\$108,831
0	0	0	0	0	0	0	0	0	0	0	0	0
54,381	135,455	189,836	11,970	41,780	53,750	12,144	21,598	33,742	14,840	14,023	94,808	108,831
16,314	40,657	56,951	3,591	12,534	16,125	3,643	6,479	10,122	4,452	4,207	28,442	32,649
0	30,000(b)	0	0	0	0	0	0	30,000(b)	0	0	0	30,000(b)
0	0	0	0	0	0	0	0	0	0	0	0	0
0	5,000	5,000	0	1,839	1,839	0	1,000	1,000	1,500	850	2,200	3,050
0	22,043	22,043	0	6,108	6,108	0	6,118	6,118	2,192	0	12,511	12,511
0	1,900	1,900	0	500	500	0	235	235	550	0	650	650
0	153,155	153,155	0	334,013	334,013	0	436,165	436,165	0	0	143,874	143,874
0	0	0	0	0	0	0	0	0	0	0	0	0
770,695	8358,150	8428,885	15,561	8396,774	8412,335	15,787	8471,595	8487,382	823,534	19,080	828,485	8301,565
0	1,400	1,400	0	37,150	37,150	0	50,500	50,500	400	0	3,500	3,500
0	0	0	0	27,491	27,491	0	37,370	37,370	0	0	1,397	1,397
770,695	8356,750	8427,485	15,561	8332,133	8347,694	15,787	8393,725	8399,512	823,134	19,080	827,588	8296,668
33,021.25	320,436.64	373,457.89	11,670.00	284,649.39	296,319.39	11,840.00	310,285.30	322,125.30	20,642.25	14,310.00	201,854.88	216,264.98
75,00000(c)	89,81000(d)	0	75,00000(c)	85,70000(d)	0	75,00000(c)	80,86000(d)	0	89,23000(d)	75,00000(c)	72,75000(c)	0
17,873.75	36,353.36	54,027.11	3,891.00	47,483.61	51,374.61	3,947.00	73,439.70	77,386.70	2,491.75	4,770.00	75,633.02	80,403.02
25,00000	10,18900	0	25,00488	14,28566	0	25,00168	19,13868	0	10,77098	25,00000	27,24658	0

**Title III-E Expenditures for Grandparents and older relatives Caring for Children Activities: \$ 0.00 0.0000 *

This service is limited to 10% of the Title III-E federal funds and local match plus income & NSIP generated by these services. Do not include expenditures for grandparents and other older relatives caring for individuals with disabilities between 19-59

**Title III-E Expenditures Budgeted for Supplemental Services: \$16656.00 5.6144 *

This service is limited to 20% of the Title III-E federal funds and local match plus income & NSIP generated by these services.

Percent of Federal funds budgeted for Area Plan Administration: \$9041.25 7.3926 *

(See Guide for Completion for further information)

(a) Adjustments to Personnel Roster - see Attachment E.
 (b) Composite Fringe Benefit Percentage.
 (c) Federal Funds Requested Cannot Exceed 75% of Net Total, Line 12.
 (d) Federal Funds Requested Cannot Exceed 90% of Net Total, Line 12.
 Line 1 Total APA Personnel expenses: \$92518

AAA: Oneida - 30
 Period: 1/1/20 to 12/31/20
 Title III-B Period (if different than above):
 Original Date Submitted: 07/30/2020
 Date Revised:
 Date Last Saved: 07/30/2020 | Last Saved By: Kerth Heitzman

Supporting Budget Schedule - Federal Programs

\$15,893	\$3,973	\$4,768	\$ 397	\$9,536
0	0	0	0	0
0	0	0	0	0
400	500	0	0	500
975	0	0	0	750
200	0	0	75	0
675	350	250	125	275
1,550	300	250	1,000	275
250	35	75	75	225
1,100	750	625	270	550
400	0	0	250	175
450	100	0	0	225
150	100	150	0	0
\$22,043	\$6,108	\$6,118	\$2,192	\$12,511
0	0	0	0	0
0	0	0	0	0
1,100	0	0	400	0
800	500	235	150	650
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
\$1,900	\$ 500	\$ 235	\$ 550	\$ 650

AAA: Oneida - 30
 Period: 1/1/20 to 12/31/20
 Title III-B Period (if different than above):
 Original Date Submitted: 07/30/2020
 Date Revised:
 Date Last Saved: 07/30/2020 | Last Saved By: Keith Heitzman

Supporting Budget Schedule - Federal Programs - cont.

\$1,400	\$37,150	\$50,500	\$ 400	\$3,500
0	0	0	0	0
\$1,400	\$37,150	\$50,500	\$ 400	\$3,500
137,394.89	89,015.39	2,697.30	1,995.26	76,718.98
236,063	345,507	181,225	18,647	139,546
0	0	0	0	0
0	-138,203	138,203	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
\$373,457.89	\$296,319.39	\$322,125.30	\$20,642.25	\$216,264.98
54,027.11	51,374.61	77,386.70	2,491.75	80,403.02
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00
\$54,027.11	\$51,374.61	\$77,386.70	\$2,491.75	\$80,403.02

* If Carryover exceeds 7.5% of the previous year's total Federal award for Titles III-B, III-C, III-E or 25% for Title III-D a justification must be provided in Attachment D.
 ** Provide justification for all transfers in Attachment D.

Application for Funding
 Summary Budget for EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

Line Item	3204,512	3244,543	440,217	472,502	413,119	0	55,857	45,857	415,794	421,452	437,246
0	0	0	0	0	0	0	0	0	0	0	0
40,031	204,512	244,543	40,217	72,502	113,119	0	5,857	5,857	15,794	21,452	37,246
32,009	61,354	73,363	12,065	21,871	31,936	0	1,757	1,757	4,738	6,436	11,174
0	0	30,004 (b)	0	0	30,001 (b)	0	0	30,001 (b)	0	0	30,004 (b)
212	6,700	6,942	0	2,775	2,775	0	0	0	0	1,659	1,659
0	23,316	23,316	0	15,375	15,375	0	0	0	0	1,835	1,835
0	1,200	1,200	0	1,000	1,000	0	0	0	0	718	718
0	620,425	620,425	0	451,325	451,325	0	0	0	0	522,929	522,929
0	0	0	0	0	0	0	0	0	0	0	0
652,282	9917,517	9569,789	952,282	9505,248	9217,530	0	97,614	97,614	920,332	9556,029	9576,561
0	30,000	30,000	0	14,000	14,000	0	0	0	0	59,000	59,000
0	0	0	0	7,400	7,400	0	0	0	0	44,770	44,770
452,292	9907,517	9939,799	452,282	9513,848	9596,130	0	97,614	97,614	920,332	9453,259	9473,791
57,282 (c)	653,976 (d)	716,238	32,282 (c)	407,883 (e)	460,165	0 (d)	5,656 (d)	5,656 (d)	20,532 (c)	63,219	473,791
74.81	74.81	0	74.28	74.28	0.00	0.00	74.28	74.28	0	0	0
223,541	223,541	223,541	135,965	135,965	135,965	0	1,958	1,958	0	0	0
25,19	25,19	25,19	25,19	25,19	25,19	0	25,19	25,19	0	0	0

(b) Adjustments to Personnel Roster
 (c) Composite Fringe Benefit Percentage
 (d) 100% State Reimbursement
 (e) 75% State Reimbursement
 (f) Limited to 3% of total state funds (WIN and CSI programs)
 (g) State Transportation funds may not be utilized to purchase vehicles

EISEP In-Home Services Percentage: 62.25%
 EISEP In-Home Services include Personal Care Level I & II & Consumer Directed In-home Services only)
 EISEP Ancillary Services Percentage: 7.66%
 (Ancillary Services include Adult Day Services not provided as non-institutional respite, Health Promotion, Personal Emergency Response and Other Services)
 (See Guide for Completion and the worksheet for additional information.)

AAA: Oneida - 30
 Period: 4/1/20 to 3/31/21
 Original Date Submitted: 07/30/2020
 Date Revised:
 Date Last Saved: 07/30/2020 | Last Saved By: Keith Heitzman

Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRC and State Transportation Programs

\$14,304	\$10,330	\$ 0	\$ 0
0	0	0	0
0	0	0	0
0	360	0	0
1,300	500	0	150
222	150	0	0
585	305	0	300
1,900	1,050	0	200
850	175	0	55
3,250	1,510	0	1,000
750	870	0	55
155	125	0	0
0	0	0	75
\$23,316	\$15,375	\$ 0	\$1,835
0	0	0	0
0	0	0	0
0	0	0	0
1,200	1,000	0	718
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0
\$1,200	\$1,000	\$ 0	\$ 718

*If the AAA does not expect to incur expenses related to the provision of Language Access Services--question 5a in the DEMOGRAPHIC DATA & TARGETING OBJECTIVE Section must be completed.
 **Equipment and assistive devices purchased as EISEP Ancillary Services must be included on line 6. G or H unless they are purchased as part of a contract.

AAA: Oneida - 30
 Period: 4/1/20 to 3/31/21
 Original Date Submitted: 07/30/2020
 Date Revised:
 Date Last Saved: 07/30/2020 | Last Saved By: Keith Heitzman

Supporting Budget Schedule for the EISEP, CSE, CSL WIN, CRC and State Transportation Programs - cont.

	30,000	0		
	0	0		
	30,000	0		
	0	4,000	0	58,000
	0	10,000	0	0
	0	0	0	
	\$30,000	\$14,000	\$ 0	\$58,000
	223,541	135,965	1,958	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	\$223,541	\$135,965	\$1,958	\$ 0

Application for Funding
 Summary Budget for Unmet Need, CRC, State Transportation and HICAP Programs

BUDGET CATEGORY	UNMET NEED			CRC			TRANSPORTATION			HICAP		
	ADMINISTRATIVE COST	SERVICES COST	TOTAL BUDGET	ADMINISTRATIVE COST	SERVICES COST	TOTAL BUDGET	ADMINISTRATIVE COST	SERVICES COST	TOTAL BUDGET	ADMINISTRATIVE COST	SERVICES COST	TOTAL BUDGET
PERSONNEL	9932	0	9932	0	0	0	1229	0	1229	0	25368	25368
ADJUSTMENTS	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE PERSONNEL	9932	0	9932	0	0	0	1229	0	1229	0	25368	25368
FRINGE BENEFITS	2980	0	2980	0	0	0	369	0	369	0	7610	7610
EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0
TRAVEL	0	0	0	0	0	0	0	0	0	0	150	150
MAINTENANCE & OPERATION	0	0	0	0	0	0	0	179	179	0	406	406
OTHER EXPENSES	0	0	0	0	0	0	0	0	0	0	250	250
CONTRACTS	0	317455	317455	0	0	0	0	13500	13500	0	0	0
TOTAL BUDGET	12912	317455	330367	0	0	0	1598	13679	15277	0	33784	33784
ADJUSTMENTS	0	0	0	0	0	0	0	576	576	0	500	500
TOTAL BUDGET	12912	317455	330367	0	0	0	1598	13679	15277	0	33784	33784
ADJUSTMENTS	0	0	0	0	0	0	0	13103	14701	0	33284	33284
TOTAL BUDGET	12912	317455	330367	0	0	0	1598	13103	14701	0	33284	33284
ADJUSTMENTS	0	317455	317455	0	0	0	1598	13103	14701	0	33284	33284
TOTAL BUDGET	12912	317455	330367	0	0	0	1598	13103	14701	0	33284	33284
ADJUSTMENTS	0	0	0	0	0	0	0	0	0	0	0	0

a. Adjustments to Personnel Roster - see Attachment E
 b. Composite Fringe Benefit Percentage
 c. State Transportation funds may not be utilized to purchase vehicles
 d. Limited to 15% of total funds requested

Summary Budget for Unmet Need, CRC, State Transportation and HICAP Programs

5. MAINTENANCE & OTHER CHARGES	Unmet Need	CRC	Transportation	HICAP
A. Rental Charges from Rent Allotment Schedule	\$ 0	\$ 0	\$ 0	\$ 0
B. Adjustments to Rental Charges Attachments	\$ 0	\$ 0	\$ 0	\$ 0
C. Equipment Maintenance	\$ 0	\$ 0	\$ 0	\$ 0
D. Equipment/Consumables (Max \$1000)	\$ 0	\$ 0	\$ 0	\$ 0
E. Insurance	\$ 0	\$ 0	\$ 0	\$ 0
F. Photocopying	\$ 0	\$ 0	\$ 0	\$ 0
G. Postage	\$ 0	\$ 0	\$ 99	\$ 0
H. Printing	\$ 0	\$ 0	\$ 35	\$ 70
I. Supplies	\$ 0	\$ 0	\$ 0	\$ 198
J. Telephone	\$ 0	\$ 0	\$ 45	\$ 138
K. Other (specify)	\$ 0	\$ 0	\$ 0	\$ 0
L. Other (specify)	\$ 0	\$ 0	\$ 0	\$ 0
M. Other (specify)	\$ 0	\$ 0	\$ 0	\$ 0
Total Maintenance & Operations	\$ 0	\$ 0	\$ 179	\$ 406
6. OTHER EXPENSES	Unmet Need	CRC	Transportation	HICAP
A. Audio	\$ 0	\$ 0	\$ 0	\$ 0
B. Bonding	\$ 0	\$ 0	\$ 0	\$ 0
C. Conferences, Seminars & Training	\$ 0	\$ 0	\$ 0	\$ 250
D. Membership & Subscription	\$ 0	\$ 0	\$ 0	\$ 0
E. Minor Alterations & Renovations	\$ 0	\$ 0	\$ 0	\$ 0
F. Language Access Services	\$ 0	\$ 0	\$ 0	\$ 0
G. Other (specify)	\$ 0	\$ 0	\$ 0	\$ 0
H. Other (specify)	\$ 0	\$ 0	\$ 0	\$ 0
Total Other Expenses	\$ 0	\$ 0	\$ 0	\$ 250

Summary Budget for Unmet Need, CRC, State Transportation and HIICAP Programs -cont.

10. ANTICIPATED INCOME	Unmet Need	CRC	Transportation	HIICAP
A. Case Sharing	0			
B. Case Sharing Transferred from EISEP to CSE	0			
C. New Case Sharing (100A) - or - (100B)	0			
D. Participant Contributions	0	0	576	500
E. Other Income (specify source)	0	0	0	0
F. Contributions Used as Match	0	0	0	0
Total Income (100A+100B+(00E)-(00F))	0	0	576	500
11. Matching Funds	Unmet Need	CRC	Transportation	HIICAP
Source	Special Fund			
(a)	12,912	0	0	0
(b)	0	0	0	0
(c)	0	0	0	0
(d)	0	0	0	0
(e)	0	0	0	0
(f)	0	0	0	0
Volunteers as Match	0	0	0	0
Contributions Used as Match	0	0	0	0
Total Matching Funds	12,912	0	0	0

PERSONNEL ROSTER

Complete for Each Position (N) Name (T) Title	Check below if federal (a) IE Title	1. Annual Salary	2. Title-III Area Plan Admin.(b)	3. Title III-B Services	4. Title III-C-1 Services	5. Title III-C-2 Services	6. Title III-E Services	7. EISEP		8. CSE			9. WIN		10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	8c WIN Administration	8d WIN Services			
M Abouqhar, Maha T Other		25,248	12,623	3,262	0	0	0	1,893	0	757	0	0	0	0	8,711	#2 #10 #14
T Other		100,000	50,000	5,000	0	0	0	7,500	0	3,000	0	0	0	0	34,500	#14
M Kitter-murdick C*** T Other	X	57,615	12,675	16,132	5,762	0	0	0	0	0	0	0	4,609	11,523	6,914	#10 #14
M Acunzi, Ferris T Other		100,000	22,000	0	25,000	10,000	0	0	0	0	0	0	0	0	10,000	#9 #14
T Other		100,000	0	0	0	3,000	0	0	0	0	0	0	0	0	57,000	#9
N Ruda, Christina T Other		25,246	0	0	0	0	0	0	0	0	0	0	0	25,246	#9	
T Other		100,000	0	0	0	0	0	0	0	0	0	0	0	100,000	#9	
N Campare, Joseph T Case Manager/Worker		34,467	0	33,767	0	0	0	0	0	0	0	0	0	20,000	60,000	#9 #14
N Condit, Emily T Case Manager/Worker		100,000	0	3,427	6,953	2,413	0	0	0	0	0	0	0	9,651	#9	
T Case Manager/Worker		100,000	0	10,000	2,000	20,000	7,000	0	0	0	0	0	0	20,000	#9 #14	
N Crasnapo, Joselle T Other		25,246	0	5,049	0	0	0	0	0	0	0	0	0	18,692	#9 #14	
T Other		100,000	0	0	20,000	0	0	0	0	0	0	0	0	74,000	#9 #14	
N Carter, Donna T Other		10,807	0	0	0	324	0	0	0	0	0	0	0	10,483	#9 #14	
T Other		100,000	0	0	0	3,000	0	0	0	0	0	0	0	97,000	#14	
N Adams, Donna T Other		74,913	4,495	0	0	0	0	3,746	0	0	0	0	0	66,672	#14	
T Other		100,000	6,000	0	0	0	0	5,000	0	0	0	0	0	95,000	#14	
M Parzelski, Marjadin T Other		33,337	3,001	0	0	0	0	1,000	0	1,000	0	0	0	28,336	#14	
T Other		100,000	9,000	0	0	0	0	3,000	0	3,000	0	0	0	95,000	#14	
Page Subtotal		332,151	24,794	18,496	21,870	33,303	2,413	6,639	7,927	1,757	3,427	0	0	13,523	205,958	

For Positions Used as in-kind, note with (I) after their name
 (a) Check box if AAA staff is designated as responsible for
 (b) Case Management salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.
 (c) Other Funding Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HHCAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregiver Resource Center	12) Grants in Aid	13) RESPTTE	14) COUNTYFUNDS	15) CONTRACTS
16) Abelman's Grant				
Grand Total	2,162,455	92,519	135,455	41,780
	2,162,455	92,519	135,455	41,780
			204,512	72,902
			15,794	21,452
				1,362,388

PERSONNEL ROSTER

Complete for Each Position (N) Name (F) Title	Check below if boothole (s) is true	1. Annual Salary	2. Title-III Area Plan Admin.(b)	3. Title III-B Services	4. Title III-C1 Services	5. Title III-C2 Services	6. Title III-E Services	7. EISEP		8. CSE			9. WIN		10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	8c WIN Administration	8d WIN Services			
N Blyvick, Kyrusha	[]	39,900	0	3,096	619	0	3,715	0	7,740	0	0	0	0	0	15,790	#8 #14
T Case Manager/Worker	[]	100,000	0	10,000	2,000	0	12,000	0	25,000	0	0	0	0	0	51,000	#14
N Franco, Linda	[]	41,422	0	0	0	0	0	0	0	0	0	0	0	0	41,422	#14
T Other	[]	100,000	0	0	0	0	0	0	0	0	0	0	0	0	100,000	#8 #14
N Gaiser, Lisa	[]	34,467	0	5,170	689	0	4,136	0	8,617	0	0	0	0	0	32,408	#8 #14
T Case Manager/Worker	[]	100,000	0	15,000	2,000	0	12,000	0	25,000	0	0	0	0	0	66,199	#14
N Gosciniak, Lisa	[]	70,423	4,223	0	0	0	0	0	0	0	0	0	0	0	94,000	#14
T Other	[]	100,000	5,000	0	0	0	0	0	0	0	0	0	0	0	64,996	#14
N Harsham, June	[]	100,000	3,130	0	0	0	0	0	0	0	0	0	0	0	64,996	#14
T Other	[]	100,000	4,171	0	0	0	0	0	0	0	0	0	0	0	95,138	#8 #3
N Heitzman, Keith	[]	45,645	13,217	0	0	0	0	0	5,477	4,565	0	2,282	0	0	16,895	#8 #3
T Other	[]	100,000	29,000	0	0	0	0	0	12,000	10,000	0	5,000	0	0	37,000	#14
N Houglmaster, Lisa	[]	27,027	0	0	0	0	0	0	4,054	4,078	3,490	0	0	0	0	0
T Other	[]	100,000	0	0	0	0	0	0	10,000	10,000	12,911	0	0	0	0	0
N Kyrde, Joan	[]	45,850	3,406	0	0	0	0	0	37,000	15,050	0	2,811	0	0	29,538	#6 #7
T Other	[]	100,000	3,000	0	0	0	0	0	5,622	1,874	0	0	0	0	62,000	#14
N Klepac, Lydia	[]	49,217	0	7,383	1,477	3,445	5,906	0	12,000	4,000	0	0	0	0	13,760	#8
T Case Manager/Worker	[]	100,000	0	15,000	3,000	7,000	12,000	0	25,000	0	10,000	0	0	0	28,000	#8
N Krasse, Edward	[]	45,178	0	5,176	0	0	0	0	0	0	0	0	0	0	32,572	#8 #14
T Other	[]	100,000	0	20,000	0	0	0	0	0	0	0	0	0	0	71,000	#8 #14
Page Subtotal		460,208	22,198	24,825	2,765	3,445	24,784	12,871	44,138	11,435	11,623	5,093	3,447	293,544		

For Positions Used as In-Kind, note with (I) after their name
 (a) Check box if AAAA staff is designated or responsible for nutrition program oversight and/or operations.
 (b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.
 (c) Other Funding Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
5) HICAP	6) MIPPA	7) State Funded Transportation	8) NY Connects E & E	10) SHINE SNAP-E3
11) Caregivers Resource Center	12) Grants in Aid	13) RESPIRE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				
Grand Total	2,162,465	92,518	135,155	61,760
			204,512	15,764
			40,217	72,902
			39,898	21,452
			1,384,388	

PERSONNEL ROSTER

Complete for Each Position (N) Name (I) Title	Check below if Rootnote (a) is true	1. Annual Salary	2. Title-III Area Plan Admin.(b)	3. Title III-B Services	4. Title III-C1 Services	5. Title III-C2 Services	6. Title III-E Services	7. EISEP		8. CSE		9. WIN		10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services		
N Botary, Tina	[]	50,141	0	0	0	0	0	0	0	0	0	0	0	50,141	#14
T Administrative Assistant	[]	100,000	0	0	0	0	0	0	0	0	0	0	0	100,000	#14
N Kowalsky, Mallie	[]	35,134	0	0	0	0	3,513	3,513	0	10,540	0	0	0	13,252	#14
T Aging Services Coordinator/Planner	[]	100,000	0	0	0	0	10,000	10,000	30,000	30,000	0	0	0	38,000	#14
N Sappart, Kevin	[]	35,551	0	0	0	0	10,779	10,779	0	5,380	0	0	0	1,797	#14
T Coach	[]	100,000	10,000	10,000	0	0	30,000	30,000	15,000	15,000	0	0	0	5,000	#14
N Lewis, Gail	[]	1,836	0	0	0	0	0	0	0	0	0	0	0	1,836	#14
T Clerk	[]	100,000	0	0	0	0	0	0	0	0	0	0	0	100,000	#14
N Maple, Kevin	[]	32,171	0	0	0	0	3,861	3,861	0	3,861	0	0	0	10,615	#14
T Case Manager/Worker	[]	100,000	0	0	0	0	12,000	12,000	12,000	12,000	0	0	0	23,000	#14
N Haydon, Amanda	[]	34,467	0	0	0	0	4,136	4,136	0	4,136	0	0	0	12,063	#14
T Case Manager/Worker	[]	100,000	0	0	0	0	12,000	12,000	12,000	12,000	0	0	0	35,000	#14
N Murad, Chaise	[]	34,987	0	0	0	0	0	0	0	0	0	0	0	28,974	#14
T Other	[]	100,000	0	0	0	0	0	0	0	0	0	0	0	85,000	#14
N Mataralli, Bonnie	[]	34,467	0	0	0	0	0	0	0	0	0	0	0	32,744	#14
T Case Manager/Worker	[]	100,000	0	0	0	0	0	0	0	0	0	0	0	99,000	#14
N Merrickson, Carol	[]	37,100	0	0	0	0	5,565	5,565	0	3,710	0	0	0	18,550	#14
T Aging Services Coordinator/Planner	[]	100,000	0	0	0	0	15,000	15,000	10,000	10,000	0	0	0	50,000	#14
N Muzar, Ruben	[]	44,244	1,227	0	0	0	0	0	0	0	0	0	0	41,590	#14
T Other	[]	100,000	3,000	0	0	0	0	0	0	0	0	0	0	94,000	#14
Page Subtotal		342,879	4,920	27,093	7,564	2,643	22,289	30,952	27,637	4,216	27,637	1,327	213,937	1,381,389	

For Positions listed as In-Kind, note with (I) after their name
 (a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.
 (b) This column includes Area Plan Administration salaries budgeted under titles III-B, III-C-1, III-C-2 and/or III-E.
 (c) Other Funding Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
0) Title III-E	6) MIPPA	7) State Funded Transportation	8) NY Connects E & E	9) SHINE SNAP-Ed
1) Caregivers Resource Center	12) Grants in Aid	13) RESPIRE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				
Grand Total	2,162,455	92,519	135,455	41,760
			204,512	40,031
			74,502	21,452
			10,217	1,281,389

PERSONNEL ROSTER

Complete for Each Position (M) Name (F) Title	Check below if footnote (a) is true ()	1. Annual Salary	2. Title-III Area Plan Admin. (b)	3. Title III-B Services	4. Title III-C1 Services	5. Title III-C2 Services	6. Title III-E Services	7. EISEP		8. CSE		9. WIN		10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	9a WIN Administration	9b WIN Services		
N Perritano, Susan	()	70,244	24,584	0	0	0	0	7,727	10,313	7,024	0	2,810	0	17,786	#3 #9 #8 #10 #14
T Other	()	100,000	35,000	0	0	0	0	31,000	14,688	10,000	0	4,000	0	22,328	#9 #14
N Poczobak, Mark	()	30,960	0	3,096	929	0	3,715	0	7,740	0	3,096	0	0	11,146	#9 #14
T Case Manager/Worker	()	100,000	0	10,000	3,000	0	13,000	0	25,000	0	10,000	0	0	36,000	#14
N Romano, Elida	()	69,667	3,483	0	0	0	0	3,483	0	4,983	0	0	0	57,718	#14
T Other	()	100,000	5,000	0	0	0	0	5,000	0	7,150	0	0	0	94,850	#6 #7 #8 #14
N Rosinski, Robin	()	59,200	0	7,530	0	0	0	0	0	0	0	0	0	42,670	#6 #7 #8 #14
T Case Manager/Worker	()	100,000	0	15,000	0	0	0	0	0	0	0	0	0	85,000	#6 #7 #8 #14
N Santolo, Susan	()	47,757	0	20,536	0	0	0	0	0	0	0	0	0	27,221	#6 #7 #8 #14
T Case Manager/Worker	()	100,000	0	43,000	0	0	0	0	0	0	0	0	0	57,000	#6 #7 #8 #14
N Sawyer, Dorothy	()	34,467	0	5,170	0	0	0	0	3,447	0	0	0	0	25,050	#7 #8 #14
T Case Manager/Worker	()	100,000	0	15,000	0	0	0	0	0	0	0	0	0	75,000	#14
N Roman, Irma	()	74,728	0	0	0	0	0	0	11,209	0	0	0	0	53,519	#14
T Other	()	100,000	0	0	0	0	0	0	0	0	0	0	0	95,000	#14
N Salvendy, Joseph	()	46,853	1,406	0	0	0	4,685	5,622	0	1,406	0	0	0	33,724	#14
T Other	()	100,000	3,000	0	0	0	10,000	12,000	0	3,000	0	0	0	72,000	#14
N Sgarza, Genevieve	()	10,807	0	0	0	0	0	0	0	0	0	0	0	10,807	#9
T Other	()	100,000	0	0	0	0	0	0	0	0	0	0	0	100,000	#14
N Smith, Brian	()	52,826	0	0	0	0	0	7,884	0	0	0	0	0	44,942	#14
T Other	()	100,000	0	0	0	0	0	0	15,000	0	0	0	0	85,000	#14
T Other	()	418,309	29,473	36,332	929	0	9,400	16,312	60,603	13,413	3,096	2,810	1,238	335,193	

For Positions Used as In-Kind, note with (K) after their name
 (a) Check box if AAA staff is designated or responsible for nutrition program overnight and/or operations.
 (b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C-1, III-C-2 and/or III-E.
 (c) Other Funding Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESFTE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				
Grand Total	2,169,465	92,511	135,455	41,780
	21,598	94,608	40,031	204,512
	40,217	72,902	15,794	21,452
				1,381,368

PERSONNEL ROSTER

Complete for Each Position (N) Name (T) Title	Check below if footnote (a) is true	1. Annual Salary	2. Title-III Area Plan Admin.(b)	3. Title III-B Services	4. Title III-C1 Services	5. Title III-C2 Services	6. Title III-E Services	7. EISEP		8. CSE			9. WIN			10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	8c Administration	8d WIN Services				
N Stafford, Jewel	[]	23,246	0	0	5,049	0	0	0	0	0	0	0	1,767	0	18,430	#8 #14	
T Other	[]	100.00	0.00	0.00	20.00	0.00	13,130	0.00	0.00	0.00	0.00	0.00	7.00	0	73.00	#14	
N Vacant - ASB#475	[]	45,276	3,133	0	0	0	0	9,055	9,356	0	4,528	0	0	0	2,902	#14	
T Other	[]	100.00	6.92	0.00	0.00	0.00	29.00	6.92	20.75	10.00	0.00	0.00	0.00	0.00	6.43	#8 #14	
N Vacant CH #14	[]	30,960	0	3,217	929	1,609	3,880	0	7,740	0	3,715	0	0	0	9,890	#8 #14	
T Case Manager/Teacher	[]	100.00	0.00	10.25	3.00	3.20	14.47	0.00	23.00	0.00	2,991	0	0	0	13,460	#8 #14	
N Vacant CH #14	[]	29,910	0	2,991	897	0	0	0	5,982	0	2,991	0	0	0	45,000	#8 #14	
T Case Manager/Teacher	[]	100.00	0.00	10.00	3.00	0.00	12.00	0.00	20.00	0.00	10.00	0.00	0.00	0.00	31,000	#8 #14	
N Vacant CH #16	[]	29,910	0	4,786	0	598	3,509	0	7,476	0	2,991	0	0	0	27,279	#8 #14	
T Case Manager/Teacher	[]	100.00	0.00	16.00	0.00	2.00	12.00	0.00	25.00	0.00	10.00	0.00	0.00	0.00	99,000	#14	
N Vacant Data processing clerk#415	[]	27,816	0	0	0	0	0	557	0	0	0	0	0	0	28,840	#14	
T Other	[]	100.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	#14	
N Vacant Med Wrk#197	[]	29,910	0	0	0	0	0	0	0	0	0	0	0	0	31,947	#14	
T Other	[]	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85,000	#14	
N Vacant occ PM #59	[]	37,568	0	0	0	0	0	0	5,638	0	0	0	0	0	31,947	#14	
T Other	[]	100.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	85,000	#14	
N Vacant occ PM #60	[]	37,568	0	0	0	0	0	0	5,638	0	0	0	0	0	31,947	#14	
T Other	[]	100.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	85,000	#14	
N Vacant occ PM #61	[]	37,595	0	0	0	0	0	0	5,638	0	0	0	0	0	31,947	#14	
T Other	[]	100.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	85,000	#14	
Page Subtotal		330,733	3,133	10,991	6,875	2,207	27,168	3,689	47,169	9,396	14,225	1,767	1,196	205,914			

For Positions Used as In-kind, note with (I) after their name.
 (a) This column indicates if the position is budgeted or responsible for nutrition program oversight and/or operations.
 (b) This column includes Area Plan Administration salaries budgeted under Titles III-B, III-C1, III-C2 and/or III-E.
 (c) Other Funding Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HICAP	7) MPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-ED
11) Caregivers Resource Center	12) Grants in Aid	13) RESPTC	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				
Grand Total	2,162,455	92,510	135,455	11,780
	21,598	94,808	40,031	204,832
	72,502	15,794	21,482	1,381,336

PERSONNEL ROSTER

Complete for Each Position (M) Name (F) Title	Check below if fee-for-fee if true	1. Annual Salary	2. Title-III Area Plan Admin.(b)	3. Title III-B Services	4. Title III-C1 Services	5. Title III-C2 Services	6. Title III-E Services	7. EISEP		8. CSE			9. WIN			10. Other Funding	Sources (c)
								7a Implementation	7b EISEP Services	8a Plan & Implementation	8b CSE Services	8c WIN Administration	8d WIN Services				
N Vaccaro, MW/016	[]	26,851	0	5,370	805	0	3,222	0	2,685	0	2,143	0	0	0	0	12,650	#8 #14
T Outreach Worker/Aide	[]	100,000	0.00%	20,000	3,000	0.00%	12,000	10,000	10,000	0.00%	8,000	0.00%	0.00%	0.00%	0.00%	47,000	#14
N Vaccaro, ASPA - 1025	[]	45,276	0	0	0	0	0	0	0	0	0	0	0	0	45,276	#14	
T other	[]	100,000	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100,000		
N Volunteers Used As March	[]	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
T Volunteers Used As March	[]	0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
N Wicks, Michele M.	[]	47,537	0	4,754	951	0	5,704	0	11,884	0	4,754	0	1,426	0	18,061	#8 #14	
T Case Manager/Worker	[]	100,000	0.00%	10,000	2,000	0.00%	12,000	0.00%	25,000	0.00%	10,000	0.00%	3,000	0.00%	38,000	#8 #14	
N Williams, Nicole	[]	34,132	0	4,857	0	0	0	0	7,124	0	2,238	0	3,295	0	17,618	#8 #14	
T Case Manager/Worker	[]	100,000	0.00%	14,234	0.00%	0.00%	0.00%	0.00%	20,876	0.00%	9,491	0.00%	3,791	0.00%	51,624	#8 #14	
N W. Benson, Patricia	[]	54,880	0	2,734	0	0	3,623	0	12,030	0	2,734	0	0	0	33,354	#8 #14	
T Social Worker	[]	100,000	0.00%	5,000	0.00%	0.00%	7,000	0.00%	22,000	0.00%	5,000	0.00%	0.00%	0.00%	61,000	#8 #14	
Page Subtotal		208,476	0	17,715	1,757	0	32,754	0	39,723	0	12,874	0	2,721	0	116,932		

For Positions Used as In-kind, note with (*) after their name
 (a) Check box if AAA staff is assigned or responsible for funding program overnight and/or operations.
 (b) This column includes Area Plan Administration salaries budgeted under titles III-B, III-C-1, III-C-2 and/or III-E.
 (c) Other Funding Source Codes

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HRICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPTTE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				
Grand Total				

AA: Onida
 AA: 7/1/18
 Period: 4/1/17 to 3/31/18
 Original Date Submitted: 07/30/2020
 Date Revised:
 Data Last Saved: 05/28/2020 | Last Saved By: Susie Perrillano

EQUIPMENT SCHEDULE

Equipment Item (Unit cost or annual rental of \$1,000 or more)	1 Quantity	2 Unit Price	3 Total Cost (1x2)	4 Title III-B Cost	5 Title III-C-1 Cost	6 Title III-C-2 Cost	7 Title III-D Cost	8 Title III-E Cost	9 EISEP Cost	10 CSE Cost	11 VMN Cost	12 Other Funding Sources** Amount

No Records

RENT ALLOCATION SCHEDULE

Complete For Each Location	1 Annual Cost Total Percent	2 Title II-B	3 Title II-C-1	4 Title II-C-2	5 Title II-E	6 EISEP	7 CBE	8 WIN	9 OTHER FUNDING Source(s) Amount
Address: 100 Madison Street, Suite 203, Oriskany, NY 13424 Owner: ALBANY COUNTY Annual Rate: 0 Maint-in-Lieu: 0 Page: 0/0/0/0/0/0/0/0/0/0	79,464	15,993	3,973	4,768	2,544	14,304	10,330	0	\$1,414.46
	100%	20.00%	5.00%	6.00%	3.20%	18.00%	13.00%	0.00%	20.60%
	79,464	15,993	3,973	4,768	2,544	14,304	10,330	0	20,660

For Locations Used as In-City, Note with Asterisk (*)

Other Funding Source Codes

2) CBI	3) Unmet Need	4) Local Grants/Funds	5) RSVP						
6) HHSAP	8) State Funds Transportation	9) NY Connect E & E	10) SHINE SNAP-ER						
11) City/State Resources Center	13) RESPRITE	14) COUNTY FUNDS	15) CONTRACTS						
18) Alameda's Grant									
Grand Total:	79,464	15,993	3,973	4,768	2,544	14,304	10,330	0	20,660

CONTRACTOR ROSTER

Name: Babop, Kathleen Contractor Code: 30069 E-Mail Address: kbabop@astatalink.net MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: (State & Federal), with this <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contractor Type: For Profit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
Name: Caregivers dba Homecarez Contractor Code: 30001 E-Mail Address: jbutbas@caregivershomecare.com MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: (State & Federal), with this <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contractor Type: For Profit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		\$14,040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,040
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
		\$0	\$0	\$0	\$0	\$216,785	\$0	\$0	\$0	\$0	\$216,785	
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
		\$153,155	\$334,013	\$486,165	\$0	\$620,435	\$451,325	\$0	\$523,929	\$618,366	\$233,925	
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
		\$153,155	\$334,013	\$486,165	\$0	\$620,435	\$451,325	\$0	\$523,929	\$618,366	\$233,925	

III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
\$14,040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,040
\$153,155	\$334,013	\$486,165	\$0	\$0	\$620,435	\$451,325	\$0	\$523,929	\$618,366	\$233,925

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HICAP	7) MPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants In Aid	13) RESPITE	14) COUNTY FUNDS	15) CONTRACTS
16) Alzheimer's Grant				

CONTRACTOR ROSTER

Name: Chas Phillips, Cindy		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Contractor Code: 30082		\$ 0	\$18,828	\$15,142	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$20,010	\$47,320	\$101,400
E-Mail Address:		Services to be provided: 8 (Must be completed)	Services to be provided: 3 (Must be completed)	Services to be provided: 3 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 2 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 7 (Must be completed)
MWBE:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rural Contractor:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of contracts, (State & Federal), with this contractor:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Contractor Type: For Profit		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contract ID:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Active:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
RD:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Consultant:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
Name: Charles Z. Bartz Health Care Center		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Contractor Code: 30079		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$12,500	\$ 0	\$ 0	\$ 0	\$12,500
E-Mail Address: 34ack@starmark.com		Services to be provided: 8 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 1 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)	Services to be provided: 0 (Must be completed)
MWBE:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rural Contractor:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of contracts, (State & Federal), with this contractor:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Contractor Type: Not-For-Profit		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contract ID:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Active:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
RD:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Consultant:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												

\$ 0	\$18,828	\$15,142	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$12,500	\$ 0	\$20,010	\$47,320	\$113,900
\$153,155	\$334,013	\$436,165	\$ 0	\$143,874	\$620,435	\$451,325	\$618,366	\$623,929	\$ 0	\$ 0	\$ 0	\$3,276,262

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents
5) HICAP	7) MIPPA	8) State Funded Transportation	6) NY Connects E & E
11) Caregivers Resource Center	12) Grants in Aid	13) RESPIE	10) SHINE SNAP-EG
16) Alzheimer's Grant			15) CONTRACTS

CONTRACTOR ROSTER

Name: Critical Signal Technologies	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL	
Contractor Code: 30077 E-Mail Address: krosnakmp@csk1.com MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contractor Type: For Profit Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0 Services to be provided: 8 (Must be completed)	\$ 0 Services to be provided: 8 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$66,000 Services to be provided: 1 (Must be completed)	\$ 0 Services to be provided: 8 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$20,000 Services to be provided: 1 (Must be completed)	\$86,000 Services to be provided: 2 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
Name: gbrassl, Joseph, Esq. Contractor Code: 30051 E-Mail Address: joe@grassl.law.com MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contractor Type: For Profit Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$15,000 Services to be provided: 1 (Must be completed)	\$ 0 Services to be provided: 8 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$ 0 Services to be provided: 8 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$ 0 Services to be provided: 9 (Must be completed)	\$2,500 Services to be provided: 1 (Must be completed)	\$17,500 Services to be provided: 3 (Must be completed)	
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												

\$15,000	\$ 0	\$34,013	\$438,185	\$ 0	\$ 0	\$86,000	\$ 0	\$ 0	\$ 0	\$22,500	\$108,500
\$153,155	\$34,013	\$438,185	\$ 0	\$143,874	\$ 0	\$620,435	\$451,325	\$ 0	\$523,828	\$618,366	\$3,276,262

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVF
6) HiICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPIRE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

CONTRACTOR ROSTER

Name: Ingal Aid Society Contractor Code: 30020 E-Mail Address: pingshi@ny10.com MWBE: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contractor Type: Not-For-Profit Contract Is: Active: New: RD: Consultant:		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,455	\$17,455
Services to be provided: 1 (Must be completed) Services to be provided: 2 (Must be completed) Services to be provided: 3 (Must be completed)		\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,455	\$17,455	
Name: Antebaxxx Ecom Contractor Code: 30021 E-Mail Address: asrecom@fungus.org MWBE: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contractor Type: Not-For-Profit Contract Is: Active: New: RD: Consultant:		\$0	\$0	\$0	\$0	\$0	\$0	\$65,625	\$0	\$0	\$20,000	\$115,625
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		\$0	\$0	\$0	\$0	\$0	\$65,625	\$0	\$0	\$0	\$20,000	\$115,625
Services to be provided: 1 (Must be completed) Services to be provided: 2 (Must be completed) Services to be provided: 3 (Must be completed)		\$0	\$0	\$0	\$0	\$0	\$65,625	\$0	\$0	\$0	\$20,000	\$115,625

III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
\$15,000	\$0	\$0	\$0	\$0	\$0	\$95,625	\$0	\$0	\$22,455	\$133,080
\$153,155	\$334,013	\$436,165	\$0	\$143,874	\$520,435	\$451,325	\$0	\$523,829	\$618,366	\$3,276,262

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) TRICAP	7) MPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants In Aid	13) RESPTTE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

CONTRACTOR ROSTER

Name: North Otis Senior Citizens Recreation Center, Inc Contractor Code: 30045 E-Mail Address: yronnawoolusky@yahoo.com MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Rural Contractor: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: [0] Contractor Type: Not-For-Profit Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: One Charling Place Plus, Inc Contractor Code: 30081 E-Mail Address: onecharlingplaceplus@gmail.com MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: [3] Contractor Type: For Profit Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$14,615 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 6 (Must be completed)	\$0 Services to be provided: 6 (Must be completed)	\$0 Services to be provided: 6 (Must be completed)	\$105,000 Services to be provided: 3 (Must be completed)	\$62,000 Services to be provided: 3 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$130,115 Services to be provided: 2 (Must be completed)	\$311,730 Services to be provided: 7 (Must be completed)	
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
Name: One Charling Place Plus, Inc Contractor Code: 30081 E-Mail Address: onecharlingplaceplus@gmail.com MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: [3] Contractor Type: For Profit Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$5,200 Services to be provided: 2 (Must be completed)	\$24,800 Services to be provided: 2 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$30,000 Services to be provided: 4 (Must be completed)	
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												

\$14,615	\$0	\$0	\$0	\$0	\$110,200	\$86,800	\$0	\$0	\$0	\$130,115	\$341,730
\$153,155	\$334,013	\$436,185	\$0	\$0	\$143,874	\$820,435	\$451,325	\$0	\$23,829	\$618,366	\$3,276,262

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-ED
11) Caregivers Resource Center	12) Grants in Aid	13) RESPIRE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

CONTRACTOR ROSTER

Name	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Parkway Senior Center Contractor Code: 30030 E-Mail Address: MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: [5] Contractor Type: For Profit Contract Is: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant:	\$72,000 Services to be provided: 4 (Must be completed)	\$5,000 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 2 (Must be completed)	\$0 Services to be provided: 5 (Must be completed)	\$3,500 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$19,100 Services to be provided: 3 (Must be completed)	\$0 Services to be provided: 9 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$37,500 Services to be provided: 3 (Must be completed)	\$137,100 Services to be provided: 12 (Must be completed)
Name: Pawlick, Bonnie Contractor Code: 30080 E-Mail Address: pawlickb@alphs.net MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: [3] Contractor Type: For Profit Contract Is: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant:	\$0 Services to be provided: 0 (Must be completed)	\$1,368 Services to be provided: 2 (Must be completed)	\$1,368 Services to be provided: 2 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$1,164 Services to be provided: 2 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$3,900 Services to be provided: 6 (Must be completed)
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: [Redacted] Contractor Code: [Redacted] E-Mail Address: [Redacted] MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: [Redacted] Contractor Type: For Profit Contract Is: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant:	\$72,000 Services to be provided: 4 (Must be completed)	\$5,968 Services to be provided: 1 (Must be completed)	\$1,368 Services to be provided: 2 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$3,500 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$19,100 Services to be provided: 3 (Must be completed)	\$0 Services to be provided: 9 (Must be completed)	\$1,164 Services to be provided: 2 (Must be completed)	\$37,500 Services to be provided: 3 (Must be completed)	\$141,000 Services to be provided: 12 (Must be completed)

Name	III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: [Redacted] Contractor Code: [Redacted] E-Mail Address: [Redacted] MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: [Redacted] Contractor Type: For Profit Contract Is: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant:	\$72,000 Services to be provided: 4 (Must be completed)	\$5,968 Services to be provided: 1 (Must be completed)	\$1,368 Services to be provided: 2 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$3,500 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$19,100 Services to be provided: 3 (Must be completed)	\$0 Services to be provided: 9 (Must be completed)	\$1,164 Services to be provided: 2 (Must be completed)	\$37,500 Services to be provided: 3 (Must be completed)	\$141,000 Services to be provided: 12 (Must be completed)

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HICAP	7) MPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-EI
11) Caregivers Resource Center	12) Grants in Aid	13) RESPIRE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

CONTRACTOR ROSTER

Name: Presbyterian Home Contractor Code: 30009 E-Mail Address: edward@presbyterianhome.com MWBE: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contractor Type: Not-For-Profit Contract Is: Active: New: RD: Consultant:		III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Macon Center for Independent Living Contractor Code: 30015 E-Mail Address: macon@acthrill.com MWBE: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contractor Type: Not-For-Profit Contract Is: Active: New: RD: Consultant:		\$0	\$0	\$0	\$0	\$0	\$79,500	\$0	\$0	\$25,000	\$104,500
Name: Macon Center for Independent Living Contractor Code: 30015 E-Mail Address: macon@acthrill.com MWBE: Rural Contractor: Number of contracts, (State & Federal), with this contractor: Contractor Type: Not-For-Profit Contract Is: Active: New: RD: Consultant:		\$0	\$0	\$0	\$0	\$0	\$101,500	\$0	\$10,000	\$111,500	

Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
		\$0	\$0	\$0	\$0	\$0	\$181,000	\$0	\$0	\$35,000	\$216,000	
		\$153,155	\$334,013	\$436,165	\$143,874	\$520,435	\$451,325	\$0	\$523,828	\$618,366	\$3,276,262	

Other Funding Source Codes

1) Title III-D	2) CSI	5) RSVP
6) HIICAP	7) MIPPA	10) SHINE SNAP-ED
11) Caregivers Resource Center	12) Grants in Aid	15) CONTRACTS
16) Alzheimer's Grant	13) RESPIRE	
	14) COUNTYFUNDS	
	9) NY Connects E & E	
	4) Foster Grandparents	

CONTRACTOR ROSTER

Name: Fr Citizen Council of Rome, NY DMA CCCC Contractor Code: 30013 E-Mail Address: seizestar@avadorzmannscontractor.com MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Contract Type: Not-For-Profit Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No		III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
Name: Trinity Services Group, Inc Contractor Code: 30078 E-Mail Address: christian.fink@trinityservicesgroup.com MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contract Type: For Profit Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$22,500 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 6 (Must be completed)	\$0 Services to be provided: 8 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 8 (Must be completed)	\$60,000 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$0 Services to be provided: 2 (Must be completed)	\$20,000 Services to be provided: 1 (Must be completed)	\$102,500 Services to be provided: 3 (Must be completed)	
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name: Fr Citizen Council of Rome, NY DMA CCCC Contractor Code: 30013 E-Mail Address: seizestar@avadorzmannscontractor.com MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Contract Type: Not-For-Profit Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No	\$0 Services to be provided: 1 (Must be completed)	\$308,717 Services to be provided: 1 (Must be completed)	\$419,655 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$15,874 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$83,100 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$502,755 Services to be provided: 1 (Must be completed)	\$303,476 Services to be provided: 2 (Must be completed)	\$1,633,377 Services to be provided: 7 (Must be completed)	
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name: Fr Citizen Council of Rome, NY DMA CCCC Contractor Code: 30013 E-Mail Address: seizestar@avadorzmannscontractor.com MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Contract Type: Not-For-Profit Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input type="checkbox"/> No	\$22,500 Services to be provided: 1 (Must be completed)	\$308,717 Services to be provided: 1 (Must be completed)	\$419,655 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$15,874 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$83,100 Services to be provided: 1 (Must be completed)	\$0 Services to be provided: 0 (Must be completed)	\$502,755 Services to be provided: 1 (Must be completed)	\$303,476 Services to be provided: 2 (Must be completed)	\$1,633,377 Services to be provided: 7 (Must be completed)	
Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

\$22,500	\$308,717	\$419,655	\$0	\$15,874	\$0	\$0	\$83,100	\$0	\$502,755	\$323,476	\$1,705,877
\$153,155	\$334,013	\$436,165	\$0	\$143,874	\$0	\$0	\$451,325	\$0	\$523,929	\$618,366	\$3,276,262

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HiICAP	7) MIPPA	8) State Funded Transportation	9) NY Connects E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants in Aid	13) RESPIRE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				

AAA: Oneida
 Period: 4/1/20 to 3/31/21
 Original Date Submitted: 07/30/2020
 Date Revised:
 Date Last Saved: 07/30/2020 | Last Saved By: Keith Heltzman

CONTRACTOR ROSTER

Name: D.S. Gaze
 Contractor Code: 30006
 E-Mail Address: omarc@hudsonsystems.com
 MWBE: Yes No
 Rural Contractor: Yes No
 Number of contracts, (State & Federal), with this contractor: Yes No
 Contract Type: For Profit
 Active: Yes No
 New: Yes No
 RD: Yes No
 Consultant: Yes No

Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? Yes No

III-B	III-C1	III-C2	III-D	III-E	EISEP	CSE	CSI	WIN	OTHER	TOTAL
\$0	\$0	\$0	\$0	\$6,500	\$250,850	\$0	\$0	\$0	\$0	\$257,350
\$153,155	\$334,013	\$436,165	\$0	\$9,500	\$250,850	\$0	\$0	\$0	\$0	\$257,350
				\$143,874	\$620,435	\$461,325	\$0	\$223,929	\$618,366	\$3,276,262

Other Funding Source Codes

1) Title III-D	2) CSI	3) Unmet Need	4) Foster Grandparents	5) RSVP
6) HIICAP	7) MPPA	8) State Funded Transportation	6) NY Contracts E & E	10) SHINE SNAP-Ed
11) Caregivers Resource Center	12) Grants In Aid	13) RESPTTE	14) COUNTYFUNDS	15) CONTRACTS
16) Alzheimer's Grant				



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-212020-212020-212020-212020-212020-212020-212020-212020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30001 Number of contracts with this entity:	New Contract [] Existing Contract [X]
Name of AAA: oneida - 30	AAA Contract Person:
Contractor Name: Caregivers dba Homemakers	Date: 07/30/2020
Services to be Provided: PCA 1 & PCA2	Employer ID: 16-1000106
Contract Period: 04/01/2020 - 03/31/2021	Contract Total: \$223,785.00

Section 2

Contractor Contract Information		
Business Address: 111 E Chestnut St		
City: Rome	State: NY	Zip: 13440
Mailing Address: 111 E Chestnut St		
City: Rome	State: NY	Zip: 13440
Attention:	Phone #: 315-797-7050	Fax #:

**Section 3**

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification		
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.		
Name: Keith Heitzman	Title: Program Analyst	Date: 06/09/2020

<i>For Office Use Only:</i>	
Form reviewed by: _____	Title: _____
Date Reviewed: _____	



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-212020-212020-212020-212020-212020-212020-212020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30030 Number of contracts with this entity:	New Contract [<input type="checkbox"/>] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Parkway Senior Center	Date: 07/30/2020
Services to be Provided: Transportation	Employer ID: 16-1557404
Contract Period: 04/01/2020 - 03/31/2021	Contract Total: \$25,000.00

Section 2

Contractor Contract Information
Business Address: 220 Memorial Parkway
City: Utica State: NY Zip:
Mailing Address:
City: State: Zip: 13501
Attention: Phone #: 315-233-3973 Fax #



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification		
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.		
Name: Keith Heitzman	Title: Program Analyst	Date: 06/10/2020

<i>For Office Use Only:</i>	
Form reviewed by: _____	Title: _____
Date Reviewed: _____	



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-212020-212020-212020-212020-212020-212020-212020-212020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30030 Number of contracts with this entity:	New Contract <input checked="" type="checkbox"/> Existing Contract <input type="checkbox"/>
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Parkway Senior Center	Date: 07/30/2020
Services to be Provided: Volunteer Program	Employer ID: 16-1557404
Contract Period: 04/01/2020 - 03/31/2020	Contract Total: \$55,000.00

Section 2

Contractor Contract Information
Business Address: 220 Memorial Parkway
City: Utica State: NY Zip:
Mailing Address:
City: State: Zip: 13501
Attention: Phone #: 315-233-3973 Fax #



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>]
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>]
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>]
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>]
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>]

Section 4

Certification

[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.

Name: Keith Heitzman Title: Program Analyst Date: 06/10/2020

For Office Use Only:

Form reviewed by: _____ Title: _____

Date Reviewed: _____



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-212020-212020-212020-212020-212020-212020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30030 Number of contracts with this entity:	New Contract [] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Parkway Senior Center	Date: 07/30/2020
Services to be Provided: Outreach - Agenet	Employer ID: 16-1557404
Contract Period: 01/01/2020 - 12/31/2020	Contract Total: \$35,000.00

Section 2

Contractor Contract Information	
Business Address: 220 Memorial Parkway	
City: Utica	State: NY Zip:
Mailing Address:	
City: State:	Zip: 13501
Attention: Phone #: 315-233-3973	Fax #



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification		
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.		
Name: Keith Heitzman	Title: Program Analyst	Date: 06/10/2020

<i>For Office Use Only:</i>	
Form reviewed by: _____	Title: _____
Date Reviewed: _____	



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-212020-212020-212020-212020-212020-212020-212020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30030 Number of contracts with this entity:	New Contract [<input type="checkbox"/>] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Parkway Senior Center	Date: 07/30/2020
Services to be Provided: Billpayer	Employer ID: 16-1557404
Contract Period: 01/01/2020 - 12/31/2020	Contract Total: \$8,100.00

Section 2

Contractor Contract Information	
Business Address: 220 Memorial Parkway	
City: utica State: ny Zip:	
Mailing Address:	
City: State: Zip: 13501	
Attention: Phone #: 315-233-3973 Fax #	



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.
Name: Keith Heitzman Title: Program Analyst Date: 06/10/2020

<i>For Office Use Only:</i>
Form reviewed by: _____ Title: _____
Date Reviewed: _____



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-212020-212020-212020-212020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30030 Number of contracts with this entity:	New Contract [<input type="checkbox"/>] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Parkway Senior Center	Date: 07/30/2020
Services to be Provided: Health Promotion	Employer ID: 16-1557404
Contract Period: 01/01/2020 - 12/31/2020	Contract Total: \$14,000.00

Section 2

Contractor Contract Information		
Business Address: 220 Memorial Parkway		
City: Utica	State: NY	Zip:
Mailing Address:		
City:	State:	Zip: 13501
Attention:	Phone #: 315-233-3973	Fax #



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
AAA has retained "program design authority"? If no, please provide an explanation:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Section 4

Certification
<input checked="" type="checkbox"/> By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.
Name: Keith Heitzman Title: Program Analyst Date: 06/10/2020

<i>For Office Use Only:</i>
Form reviewed by: _____ Title: _____
Date Reviewed: _____



Instructions

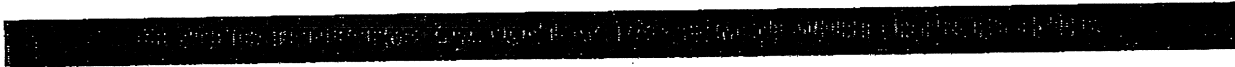
This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-212020-212020-212020-212020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30051 Number of contracts with this entity:	New Contract [<input type="checkbox"/>] Existing Contract [X]:
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Giruzzi, Joseph, Esq.	Date: 07/30/2020
Services to be Provided: Legal Aid	Employer ID: 16-1560038
Contract Period: 01/01/2020 - 12/31/2020	Contract Total: \$17,500.00

Section 2

Contractor Contract Information	
Business Address: 301 Bleecker St	
City: Utica State: NY Zip: 13501	
Mailing Address: 301 Bleecker St	
City: Utica State: NY Zip: 13501	
Attention: Phone #: 315-733-0471 Fax #	

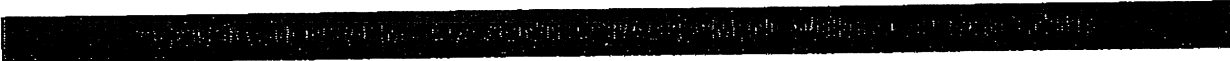


Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification		
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.		
Name: Keith Heitzman	Title: Program Analyst	Date: 06/09/2020
For Office Use Only:		
Form reviewed by: _____	Title: _____	
Date Reviewed: _____		



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-212020-212020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30069 Number of contracts with this entity:	New Contract [] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Bishop, Kathleen	Date: 07/30/2020
Services to be Provided: outreach	Employer ID: 06-9042015
Contract Period: 01/01/2018 - 12/31/2020	Contract Total: \$14,040.00

Section 2

Contractor Contract Information
Business Address: 6054 Stokes Lee Center Road
City: Lee Center State: NY Zip: 13363
Mailing Address: 6054 Stokes Lee Center Road
City: Lee Center State: NY Zip: 13363
Attention: Phone #: Fax #



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification

By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.

Name: _____ Title: _____ Date: 06/09/2020

For Office Use Only:

Form reviewed by: _____ Title: _____

Date Reviewed: _____



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-212020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30077 Number of contracts with this entity:	New Contract [<input type="checkbox"/>] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Critical Signal Technologies	Date: 07/30/2020
Services to be Provided: PERS	Employer ID: 20-5117627
Contract Period: 04/01/2020 - 03/31/2021	Contract Total: \$86,000.00

Section 2

Contractor Contract Information	
Business Address: 27475 Medadowbrock Road	
City: Novi State: MI Zip: 48377	
Mailing Address:	
City: State: Zip:	
Attention: Phone #: 888-557-4462 Fax #	



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification		
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.		
Name: Keith Heitzman	Title: Program Analyst	Date: 06/09/2020

<i>For Office Use Only:</i>	
Form reviewed by: _____	Title: _____
Date Reviewed: _____	



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30078 Number of contracts with this entity:	New Contract [] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Trinity Services Group, Inc	Date: 07/30/2020
Services to be Provided: HDM, Congregate meals, and MLTC Meals	Employer ID: 59-3026703
Contract Period: 01/01/2020 - 12/31/2020	Contract Total: \$1,625,067.00

Section 2

Contractor Contract Information	
Business Address: 477 Commerce Blvd	
City: Oldsmar State: FL Zip: 34677	
Mailing Address:	
City: State: Zip:	
Attention: Phone #: 813-854-4264 Fax #:	



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification		
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6852.10 and Section 212 of the Older Americans Act.		
Name: Keith Heitzman	Title: Program Analyst	Date: 06/10/2020

<i>For Office Use Only:</i>	
Form reviewed by: _____	Title: _____
Date Reviewed: _____	



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30080 Number of contracts with this entity:	New Contract [] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: Pawlick, Bonnie	Date: 07/30/2020
Services to be Provided: Nutrition Dietitian	Employer ID: 00-0000000
Contract Period: 01/01/2020 - 03/31/2020	Contract Total: \$3,900.00

Section 2

Contractor Contract Information
Business Address: 10321 Adirondack View Heights
City: Utica State: NY Zip: 13502
Mailing Address: 10321 Adirondack View Heights
City: Utica State: NY Zip:
Attention: Phone #: 315-797-7367 Fax #



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification

[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6852.10 and Section 212 of the Older Americans Act.

Name: Keith Heitzman

Title: Program Analyst

Date: 06/10/2020

For Office Use Only:

Form reviewed by: _____ Title: _____

Date Reviewed: _____



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-212020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30081 Number of contracts with this entity:	New Contract [] Existing Contract [X]
Name of AAA: Oneida - 30	AAA Contract Person:
Contractor Name: One Caring Place Plus, Inc	Date: 07/30/2020
Services to be Provided: PCA I and PCA II	Employer ID: 27-4406281
Contract Period: 04/01/2020 - 12/31/2021	Contract Total: \$30,000.00

Section 2

Contractor Contract Information	
Business Address: 1001 South Street	
City: utica State: NY Zip: 13501	
Mailing Address: 1001 South Street	
City: utica State: NY Zip: 13501	
Attention: Phone #: 315-765-6245 Fax #	



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification		
[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.		
Name: Keith Heitzman	Title: Program Analyst	Date: 06/09/2020

<i>For Office Use Only:</i>	
Form reviewed by: _____	Title: _____
Date Reviewed: _____	



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30082 Number of contracts with this entity:	New Contract [X] Existing Contract []
Name of AAA: Oneida - 30	AAA Contract Person: Mersuden Devlasic
Contractor Name: Chan-Phillips, Cindy	Date: 07/30/2020
Services to be Provided: Nutrition, Dietitian RD	Employer ID: 00-0000000
Contract Period: 01/01/2020 - 12/31/2020	Contract Total: \$74,360.00

Section 2

Contractor Contract Information		
Business Address: 102 Danberry Circle		
City: New Hartford	State: NY	Zip: 13413
Mailing Address: 102 Danberry Circle		
City: New Hartford	State: NY	Zip: 13413
Attention:	Phone #:	Fax #



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification

[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9.NYCRR 6652.10 and Section 212 of the Older Americans Act.

Name: Keith Heitzman Title: Program Analyst Date: 06/10/2020

For Office Use Only:

Form reviewed by: _____ Title: _____

Date Reviewed: _____



Instructions

This form must be completed for all new contracts, renewals of existing contracts and successor contracts with for-profit entities. Please see 16-PI-22 and the 2020-21 Annual Update Guide for Completion for further instructions with regard to completing this form.

Section 1

NYSOFA Contractor Code: 30082 Number of contracts with this entity:	New Contract [X] Existing Contract []:
Name of AAA: Oneida - 30	AAA Contract Person: Mersuden Devisvic
Contractor Name: Chan-Phillips, Cindy	Date: 07/30/2020
Services to be Provided: SHINE	Employer ID: 00-0000000
Contract Period: 04/01/2020 - 12/31/2020	Contract Total: \$47,320.00

Section 2

Contractor Contract Information		
Business Address: 102 Danberry Circle		
City: New Hartford	State: NY	Zip: 13413
Mailing Address: 102 Danberry Circle		
City: New Hartford	State: NY	Zip: 13413
Attention:	Phone #:	Fax #



Section 3

Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area? If no, please provide an explanation:	Yes [X] No []
This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA? If no, please provide an explanation:	Yes [X] No []
This contract is consistent with the objective of serving the needs of older individuals? If no, please provide an explanation:	Yes [X] No []
This contract contains appropriate targeting and language accessibility provisions? If no, please provide an explanation:	Yes [X] No []
AAA has retained "program design authority"? If no, please provide an explanation:	Yes [X] No []

Section 4

Certification

[X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act.

Name: Keith Heitzman Title: Program Analyst Date: 06/10/2020

For Office Use Only:

Form reviewed by: _____ Title: _____

Date Reviewed: _____

ATTACHMENT CHECK LIST

Check [x] attachments included with this Plan.

Forms are provided for Attachments B, C, D, E, and F

Note: Letters of comment received on the expected impact of (and agency relationships under) CSE Projects and EISEP from local Departments of Social Services, Health, Mental Health and any other county and City of New York agencies and CASA-type agencies, must be maintained on file locally for State Office review.

[x] **ATTACHMENT A:** Standard Assurances - The AAA Director has reviewed the Standard Assurances.

Note: The general certification and approval for the Standard Assurances is included on the **PLAN REVIEW AND APPROVAL** page.

[x] **ATTACHMENT B:** Priority Services Expenditure Report

This report **must** be completed and returned by **each** AAA.

[x] **ATTACHMENT C:** Summary of **major changes** and/or justification for **new direct services**

This report **must** be completed and returned by **each** AAA.

[x] **ATTACHMENT D:** Justification for excess Title III Carryover and Title III Transfers

[x] **ATTACHMENT E:** Fringe Benefit Policy/Travel Reimbursement Policy
Adjustments to Personnel Roster and Rent Allocation Schedule

[x] **ATTACHMENT F:** Volunteers Used as Match

4/01/20 - 3/31/24

ATTACHMENT B

PRIORITY SERVICES EXPENDITURE REPORT

Instructions: Using actual expenditures for the period, October 1, 2018- September 30, 2019, submit this completed and certified report with the 2020-24 Annual Update. Area Agencies may use their CAARS reports to assist with completing this page.

Since AAA CAARS reports are completed on an accrual basis, they may not reflect the actual expenditures incurred during the most recent federal fiscal year. If the Attachment B expenditure report indicates that the AAA has not complied with the minimum required Priority Services percentages, the AAA should review their actual expenditures based on contractor claims or direct AAA costs associated with service category(ies) in order to complete the report below.

Column A: Include Title III-B expenditures (services dollars only - Federal, Non-Federal and Income) for:

Row 1. **Access:** transportation, outreach, information and assistance, case management

Row 2. **In-home:** personal care level I, personal care level II, home health aide, consumer directed in-home services, in-home contact & support, caregiver services

Row 3. **Legal:** legal advice & representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older adults with economic or social needs. (Also see 94-P1-52, 12/29/94.)

Row 4. **All Other Services:** necessary to sum total services dollars expended.

Row 5. **Subtotal:** all services dollars expended.

Row 6. **Over Match:** must be removed from total.

Row 7. **Total:** [T] should indicate all Title III-B services dollars with required match only. Be sure to subtract any over match.

Column B: To calculate the percentage of each Priority Service in Column A, divide each Priority Service Expenditure, on Column A by the total [T] Expenditure in Column A, Line 7.

If the percentage in Column B meets the minimum required percentage STOP do not continue.

If it does not, then continue in Column C. Include only the required amount from CSE and/or WIN expenditures required to meet the Percentage in each of the Priority Services areas. (See instructions in Guide on how to calculate the minimum percentage amounts.)

Notes:

[S] Include WIN dollars for Access only.

[H] Includes CSE dollars for Home Health Aide, In-Home Contact & Support and Caregiver Services only.

Column D: add Columns A and C for Lines 1, 2 & 3.

Column E: calculate the percentage of each Priority Service separately. For each priority service divide dollars for the combined III-B and CSE/WIN amounts (Column D) by the sum of the III-B total [T] in Column A, Line 7, plus the Priority Service's amount in Column C.

III-B-Services Expenditures	Percent (A)/[T]	CSE (& WIN for Access)	Services Combined Total (A) + (C)	Percent (D)/([T]+(C))
181321.00		0.00 [S]		
0.00		1925.00 [H]		
22896.00		0.00		
0.00				
0.00				

If for one or more of the Priority Services categories the amount specified in Column E is less than the Minimum Required Percentage, for each such category provide an explanation of the reason for the shortfall in expenditures and describe the strategies and steps that the AAA is implementing to assure that it will satisfy the requirement for the forthcoming plan year.

In-Home	It is lower than 2.5% Due to shortage of contractors to provide services as well as late vouchering due to contract issues.	Get contracts to the board sooner as well as require quarterly vouchering of expenses from our contractors.
---------	---	---

ATTACHMENT C

Program Design Modifications

All AAAs should carefully review this form and the Guide for Completion.

PURPOSE

All AAAs must complete Attachment C. Attachment C is intended for the AAA to alert and obtain approval from NYSOFA regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or any changes that are being planned for future periods (e.g. an RFP to be held in SFY 2020-2021 that will result in a major change in services or providers in SFY 2021-2022).

Every AAA must complete the Certification Section of Attachment C whether or not any changes are anticipated.

Please be advised that program design modifications identified in Attachment C must be approved by NYSOFA before any expenditures can be obligated for such plans.

DEFINITIONS

Program Design Modification: Refers to a Major Change, New Direct Service or New Activity.

Major Change(s): Refers to a proposed change(s) in program design for SFY 2020-2021 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for future periods that will have a significant impact on service delivery to older adults.

Significant Impact: The criteria for determining Significant Impact include:

1. The discontinuance of any service, or
2. Major changes in:
 - service location;
 - access to services;
 - service providers;
 - types of services being offered;
 - the manner in which services are provided;
 - service levels (changes of more than 20% in units or expenditures for any specific service); and
 - changes in administrative operations (e.g. a re-organization, a consolidation).

Please refer to the *Guide for Completion* and 17-TAM-02 for examples of 'Major Changes' and situations which are exempt from inclusion in this attachment.

New Direct Service: Refers to any service that is currently provided by a contractor that the AAA is seeking to provide directly or a new service that the AAA is proposing to provide directly.

New Activity: Refers to: Any new service or program

AAA: Oneida - 30
Original Date Submitted: 07/30/2020
Date Revised:
Date Last Saved: | Last Saved By:

ATTACHMENT C

PROGRAM DESIGN MODIFICATIONS

ATTACHMENT C

CERTIFICATION:

One of the certifications below must be checked.

1) The AAA certifies that there are no planned program design modifications beyond those specified in this Attachment C that may occur during the 2020-2021 Program Year or a Future Program Year and that: If any change to its programs or services does occur during the 2020-2021 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year.

OR

2) The AAA certifies that it is not making any program design modifications in this Attachment C and that: If any change to its programs or services does occur during the 2020-21 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year.

ADVISORY COUNCIL REVIEW AND COMMENT

The AAA certifies that it has submitted the program design modifications contained in this Attachment C to its advisory council for review and comment as required under Title III, Part 45, Section 1321(c) of the Older Americans Act Regulations.

ATTACHMENT D

Justification for Title III Carryovers and Title III Transfers

Transfers: Provide justification for any transfer of funds within and among Title III programs. Transfers are limited to no more than 30% between Titles III-B and III-C and no more than 40% between Titles III-C-1 and III-C-2. Transfers are not allowed for Titles III-D or III-E.

A maximum transfer of 40%, \$138,203 from Title III C-1 to III C-2.
This transfers will reduce and/or alleviate a wait list for HDM.

Carryovers: (Reference 88-PI-17, 3/24/88)

Titles III-B, III-C, and Title III-E: Provide justification for carryover amounts in excess of 7.5%.
Title III-B carryover of \$137,394.89 and Title III-E carryover of \$76,718.98 are both due to staff vacancies resulting from resignations to accept another job and staff retirements. Title III-B was under expended in the contractor line due to Legal Aid Society (they relocated during this period) and Parkway Transportation.

Title III-E Carry over of \$76,718.98 was due to vacant case management positions that would have helped the program coordinator expand their served client base. The staff shortage also impacted the restart of the Caregiver Support Group.

Title III-C 1 Carry over of \$89,015.39 was due to a decline of client attendance at congregate sites.

Title III-D: Provide justification for carryover amounts in excess of 25%.

Targeting: In accordance with NYCRR §6654.3 (a)(22)(b) and 12-PI-08, describe how carryover funds will be used in provision of services or outreach designed to reach target populations.

Examples of use of funds to reach target populations might include:

- translation of informational materials for persons with limited English proficiency
- development of Braille and audio materials for persons who are visually impaired
- creation of or new implementation of programming in an effort to reduce health disparities
- new transportation services to reach rural residents

Other common documents will be translated
Partnerships will be explored with local facilities to reduce health disparities.

Where the AAA will not use carryover funds for additional or expanded targeting efforts, and the AAA targeting goals have not been met, please provide a justification including a description of the specific activities implemented by the AAA to meet targeting goals and outcomes.

ATTACHMENT E

Fringe Benefits, Travel Reimbursement, Schedule Adjustment and Contractor Explanation

Fringe Benefits Policy: Include below the current fringe benefit rate for employees. Describe any changes from the Fringe Benefit policy submitted with the 2016-20 Four Year Plan. If the composite fringe benefit percentage for an individual program exceeds the average fringe benefit percentage included below- by more than 15%- the reason for the deviation(s) **must** be explained below.

2020-2021 Fringe Benefit Rate: 30.00%

There has been no change in our fringe benefit policy for the year 2020-2021.

Travel Reimbursement Policy: Describe below any changes from the Travel Reimbursement Policy submitted with the 2016-2020 Four Year Plan.

There has been no change in our travel reimbursement policy for the year 2020-2021.

Personnel Roster and Rent Allocation Schedule Adjustment: Describe below any adjustments included in the adjustment line of the summary budgets for personnel costs, or the adjustment line of the supporting budget schedules for rental costs.

No Adjustments.

Contractor Roster Explanation: Explain AAA plan for determining a contractor for service provision for any entries in the Contractor Roster which are to be determined. Include information on process and timeframe.

NA



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: 315-798-6412

Democratic Deputy Commissioner
315-798-5761

Republican Deputy Commissioner
315-798-5764

Anthony J. Picente Jr.
County Executive

FN 20 21-054

GOVERNMENT OPERATIONS

March 5, 2021

WAYS & MEANS

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

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

Anthony J. Picente, Jr.
County Executive
Date 3-5-21

Dear County Executive Picente:

Attached please find a poll site agreement for The Believers Miracle Deliverance Ministries which is being submitted as the proposed template for all of the 2021-2022 Poll Site Agreements. This agreement also contains the option for the County to extend the agreement for two (2) additional one year terms to cover the 2023 and 2024 elections. We respectfully request that you review the proposed agreement and if you approve, kindly endorse this letter and forward the enclosed to the Board of Legislators for consideration at their next meeting. This agreement contains the option for the County to extend the agreement for two (2) additional one year terms to cover the 2023 and 2024 elections.

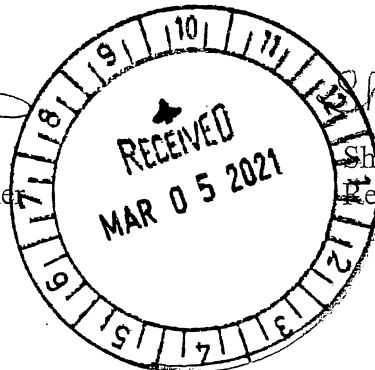
Once approved, this agreement will be forwarded to all the poll sites which our office utilizes throughout the County on Election Days. Once it has been signed by the designated officials at each location and returned to our office, it will be forwarded to you for final execution. Then the signed versions will be forwarded to the Finance Department for preparation of an insurance binder, after which a fully-executed copy will be provided to the poll site. We anticipate this to be a lengthy process; therefore, time is of the essence.

Should you have any questions, please feel free to contact us at our office.

Thank you for your assistance in this matter.

Respectfully,

Naysha M. LoMedico
Democratic Deputy Commissioner



Sharie Fiorini-Parsons
Republican Deputy Commissioner

Enc.

Oneida Co. Department: Board of Elections

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The Believers Miracle Deliverance Ministries
207 Eagle Street
Utica, New York 13501

Title of Activity or Service: 2021-2022 Poll Site Agreement

Proposed Dates of Operation: January 1, 2021 – December 31, 2022

Client Population/Number to be Served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Poll site template agreement for use of premises by the Oneida County Board of Elections on Election Days.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$600.00 **Account:** A1450.4951

Oneida County Dept. Funding Recommendation: \$600.00

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

Cost Per Client Served: N/A

Mandated Service: Yes

Past Performance Data: N/A

O.C. Department Staff Comments: This agreement will serve as a template to be approved by the Board of Legislators for all other poll site agreements. The County has the option to extend the agreement for two (2) additional one year terms to cover the 2023 and 2024 elections.