



**Canal
Corporation**

SEND YOUR INVOICE TO:

NEW YORK STATE CANAL CORPORATION
PO BOX 1635
WHITE PLAINS, NY 10602-1635
Attn: ACCOUNTS PAYABLE DEPARTMENT

Page 1 of 3

For submitting electronically: APCanal@nypa.gov

COUNTY OF ONEIDA
6065 JUDD RD
ORISKANY NY 13424

Your Vendor No. with us: 30034

PURCHASE ORDER

PO number : 4400008091 Date : 04/08/2024
Contact Person : ALAINA NUVOLA
Telephone : 518-449-6019 Fax : 518-449-6111
E-Mail Address : Alaina.nuvola@canals.ny.gov

Delivery Point:

CANAL HQ
30 SOUTH PEARL STREET, 5TH FLOOR
ALBANY NY 12207

Delivery date	03/07/2024
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Deliv. terms: DDP DEST. FRGHT INCL IN PRICE

Payt. terms: NET DUE WITHIN 30 DAYS

Currency: USD

Local Sponsor submitted a proposal under the Consolidated Funding Application Canalway Grant Program (hereinafter "Program") and the Corporation plans to award Local Sponsor funding in the amount of \$40,000.00 and Local Sponsor has agreed to the terms and conditions of the Program Guidelines set in the attached agreement. The term of this Agreement ("Term") shall commence upon date set first forth above and will terminate on March 31, 2025.

PLEASE INDICATE YOUR ACCEPTANCE OF THIS GRANT WITH YOUR E-SIGNATURE IN THE SPACE BELOW AND RETURN WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT AS YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF ALL OF THE ATTACHED AND FOREGOING:

NYS CANAL CORPORATION
30 SOUTH PEARL ST.
ALBANY, NY 12207
ATTN: ALAINA NUVOLA, CONTRACT MANAGEMENT SPECIALIST 1 TRAINEE

FAILURE TO COUNTERSIGN THROUGH ECHOSIGN WITHIN FIVE (5) BUSINESS DAYS MAY DELAY PAYMENT OF YOUR INVOICES.



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PO number/date
4400008091 / 04/08/2024

Item	Order Qty.	Unit	Unit Price	Extended Price
00001	40,000	EACH	1	40,000.00
Oneida County Sheriff's Office				
Oneida County Canal Patrol Grant 2024-25				
\$40,000.00				

Total Purchase Order Value USD 40,000.00

PO # MUST APPEAR ON ALL DOCUMENTS, PACKING SLIPS, INVOICES AND CORRESPONDENCE

INVOICING INSTRUCTIONS:

A. Invoices for compensation shall be submitted in accordance with the payment terms stated in the Purchase Order or Purchase Order Release.

B. Invoices shall be payable in accordance with the provisions of the Prompt Payment Policy. Invoices shall be subject to post-audit and adjustment, if necessary. Such adjustment shall be applied against the invoices next received after the amount of the adjustment has been determined. Where time charges are a basis for compensation, no payment will be made by the Authority for time charges which cannot be supported by applicable time card information and/or other records relating to the actual time Contractor's personnel were engaged in providing the Services (Work). Invoices for reimbursable costs, if any are required to be paid hereunder, shall be supported by relevant documentation.

C. Electronic submission of invoices are preferred. However, paper invoices are accepted as a secondary method.

D. **In order to be paid electronically** with Automated Clearing House (ACH), Single Use Account (SUA) or wire transfer, send your request directly to the attention of SRM@nypa.gov while cc'ing the current NYPA



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PO number/date
4400008091 / 04/08/2024

or Canal Corp employee from whom you received the document.

Note:

A proper invoice shall adhere to the following requirements:

- . The Purchase Order (PO) number. PO numbers usually start with "4500" or "4400" and are followed by six additional digits (i.e., 4500123456 or 4400123456)
- . Each invoice line item that corresponds to the specific PO line item number in the Contract Document
- . Written in English, clear, legible and in U.S. Currency
- . Invoice must be billed to New York Power Authority or NYS Canal Corporation
- . Subject Line must include Vendor name, Purchase Order Number
- . Purchase Order must be valid or invoice will be rejected; do not indicate outdated PO #
- . All submissions must be in PDF format only
- . Each invoice including all related back-up must be submitted as a Single PDF document
- . Multiple invoices may be sent as individual PDF attachments to one email
- . PDF Invoice: only black / white; do not submit any in color
- . Freight over \$500 must include a copy of the freight bill along with the invoice
- . Do not send statements or inquiries to the automated inbox; only PDF invoices

Signature:

Email: rmmaciol@oneidacountysheriff.us

NYS CANAL CORP Authorized Signature and Date

Vendor Acknowledgement Signature and Date

Acceptance of this order shall constitute
acceptance of terms and conditions which
follow and any attachments hereto.

**THE FOLLOWING INSTRUCTIONS AND CONDITIONS SHALL APPLY TO THIS PURCHASE ORDER EXCEPT
AS OTHERWISE MODIFIED ON THE FACE OF SUCH ORDER**

INSTRUCTIONS

1. **ACKNOWLEDGEMENT** copy properly filed in and with written signature must be returned at once to the address specified on the face hereof for correspondence. If the purchase order is not accepted exactly as written, return at once with explanation. **FUTURE COMMUNICATIONS** relative to this purchase order, including advanced notice of shipment and routing, invoices and copy of shipping documents, should also be addressed as specified on the face hereof for correspondence. All communications, invoices, shipping papers and all packages must bear the purchase order number shown on the face of this order.

2. **SHIPMENT DOCUMENTS** for each consignment showing the order number, car number, routing, and other data must be forwarded as soon as possible together with the Bill of Lading or express receipt and packing list to consignee. Demurrage charges resulting from failure to comply with this request will be deducted from Vendor's invoice. Merchandise must not be shipped C.O.D.

3. **PARTIAL SHIPMENTS** must be identified as such on the shipping memoranda and on invoices, Mark "Partial" for the preliminary consignment and "Final" for the completing shipment.

CONDITIONS

1. **TERMS AND CONDITIONS.** All terms and conditions of this order are set forth on this and any attached sheet or sheets, and include all the provisions on each side thereof; no terms, conditions or provisions other than those so set forth or specifically incorporated in this order by reference on this or an attached sheet shall be binding upon the Authority unless subsequently accepted by it in writing. The words "Vendor" and "Contractor" as used in this Purchase Order shall refer to the party or parties entering into this Purchase Order with the Authority.

2. **WORKERS COMPENSATION LAW.** The Vendor specifically agrees, as required by the New York State Finance Law, Section 142, that; (a) He will secure workers compensation and keep insured during the life of this order for the benefit of such employees as are required to be insured by the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers Compensation Law, and (b) This order shall be void and of no effect unless the Contractor complies with this provision.

3. **NEW YORK STATE LABOR LAW.** Vendor specifically agrees that in performing the work under this Purchase Order he will comply with all applicable provisions of the New York State Labor Law, including but not limited to those as to hours of and rate of pay for employment.

4. **WARRANTY.** Acceptance by the Vendor of this order shall constitute an express warranty by Vendor that all articles covered hereby are fit for the purpose intended, of first class quality, and in every respect according to description or sample. Any defects in materials or workmanship or other failure to meet requirements of the specifications which are disclosed prior to final payment, or prior to acceptance by the Authority, whichever occurs at the later date, shall, if so directed by the Engineer, be corrected entirely at the expense of the Vendor. Any latent defects not disclosed before date of final payment or date of acceptance, whichever is the later date, but disclosed within one year after the articles, materials or supplies shall have been placed in use, shall be corrected promptly by and at the expense of the Vendor, or at the Authority's option by the Authority at the expense of the Vendor, except that the cost of installing replacement parts will be borne by the Authority; provided that the total period during which the Vendor is liable for replacement due to latent defects shall not exceed 24 months after date of complete delivery of the materials or equipment. Acceptance or use of articles by the Authority shall not constitute a waiver of any claim under this warranty.

5. **ASSIGNMENT.** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this order or of his right, title or interest therein, or his power to execute this order to any other person, company or corporation without the previous written consent of the Authority.

6. **INSOLVENCY.** If Vendor shall become insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed for any of Vendor's property or business, this order may forthwith be cancelled by the Authority without liability.

7. **INSPECTION AND EXPEDITING.** For purposes of inspection and expediting of the materials, equipment and apparatus covered by this order, or work thereon, the Vendor shall give the Authority's representative free access to his works and provide for such access to the works of his subvendors, but any approval by such representative shall not relieve the Vendor from his obligation to comply with the requirements of this order in every respect.

8. **CANCELLATION.** At any time the Authority may cancel this order, in which event the Authority shall pay the Vendor the proportionate part of the agreed upon price representing the material and/or equipment previously delivered together with the amount of actual cost incurred in connection with the undelivered portion of the order. However the Authority shall not be liable for any claims for anticipated profits on the uncompleted portion of the materials and/or equipment or consequential damages.

9. **RESPONSIBILITY FOR ARTICLES.** Except as otherwise provided in this order, (i) the Vendor shall be responsible for the articles covered by this order until they are delivered at the designated delivery point, regardless of the point of inspection; and (ii) the Vendor shall bear all risks as to rejected articles after the notice of rejection.

10. **EQUAL EMPLOYMENT OPPORTUNITIES AND MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION GOAL REQUIREMENT.** During the performance of this contract, the Contractor agrees as follows:

Refer to the attachments entitled "Appendix C - Minority and Women Business (M/WBE) Participation Goal Requirement" and/or "Appendix G - Equal Employment Opportunities".

11. SAFETY REQUIREMENTS AND PERFORMANCE DATA

a) All Contractors supplying their personnel, or sub-contracted personnel, to Authority facilities, are responsible for reporting any injuries or illnesses arising at these facilities to the Authority.

b) Each employer who is subject to the recordkeeping requirements of the Occupational Safety and Health Act (OSHA) 1970 must maintain a log of all recordable occupational injuries and illnesses. OSHA form "OSHA No. 300" may be used to log and summarize occupational injuries and illnesses.

c) On a monthly basis, each contractor shall submit a copy of their OSHA Form 300 (or if accepted by the Authority, a substitute report) to their Authority's Point of Contact.

d) To prevent personal injury or damage to property, all test, rental or other equipment of any kind, furnished by the Contractor or Vendor must be in good working order and condition; properly tested, grounded, fit or otherwise suitable for its intended purpose or use; and free of defect.

e) In addition to the above, all Contractors supplying their personnel, or sub-contracted personnel, to Authority facilities, are responsible for reporting on a monthly basis the number(s) of personnel working at the facility, and person-hours worked by each.

f) In addition, all Contractors supplying their personnel or sub-contracted personnel shall ensure that those personnel have the training and certifications that are required by industry standard, state and federal law and provide documentation of training and certifications when requested.

12. SAFETY DATA SHEETS

Vendor shall provide current Material Safety Data Sheets, "MSDS", for items on or before delivery is received at the Authority.

Vendor shall provide shelf life data including Cure Date and Expiration Date. Material shall possess at least 80% of its shelf life when received at the Authority.

In accordance with Appendix B - Prompt Payment Policy, Vendors' failure to comply with the above requirements may result in the delay of payment until the receipt of all proper documentation.

13. **NEW YORK STATE SALES AND COMPENSATING USE TAX ACT.** Under the provisions of the New York State Sales and Compensating Use Tax Act, the Authority is exempt from the payment of such taxes on sales to the Authority of tangible property or services. The Authority is not required to furnish exemption certificates, and the Authority's contract may be accepted in lieu of an exemption certificated with the Contractor's copy as proof that the sales are exempt.

14. **MEN AND MEANS.** Contractor will not employ or allow to be employed in connection with, or related or incidental to, any of contractor's activities or operations under this Contract, or in the vicinity of the premises in which such activities or operations occur, personnel, methods or means which, in the opinion of the Authority, may cause or tend to cause work stoppages, strikes, picketing or other cause for the delay of or interference with any work by or on behalf of the Authority in connection with the Authority's reference project.



Canal Development Fund Grant Agreement

This grant agreement ("Agreement"), dated the 1st day of April, 2024, between the New York State Canal Corporation (the "Corporation"), a subsidiary of the Power Authority of the State of New York, having an office and place of business at 30 South Pearl Street, Albany, New York 12207, and Oneida County, a Municipal Corporation existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, NY 13501, including the Oneida County Sheriff's Department (hereinafter the "Local Sponsor"), having a place of business at 6065 Judd Road, Oriskany, NY 13424. Corporation and the Local Sponsor are referred to in this Agreement as "Party" or collectively as "Parties".

WHEREAS, Local Sponsor submitted a proposal under the Marine Patrol Grant Program (hereinafter "Program") and the Corporation plans to award Local Sponsor funding in the amount of \$40,000.00 and Local Sponsor has agreed to the terms and conditions of the Program Guidelines; and

WHEREAS, Local Sponsor desires to accept the Funding, as defined herein, subject to the terms and conditions of this Agreement and the attachments hereto consistent with the terms of its proposal.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. The Project

The project is described in the Scope of Work attached hereto as Exhibit "A," the terms and conditions of which are hereby incorporated into this Agreement (hereinafter the "Project").

Local Sponsor shall:

- (a) Complete the Project in accordance with the requirements set forth in the Scope of Work and pursuant to the terms and conditions of this Agreement; and
- (b) Comply with all reasonable directives from the Corporation; and
- (c) Submit reports and comply with the reporting obligations set forth in this Agreement.

2. Project Funds

Subject to Local Sponsor's compliance with the terms and conditions of this Agreement, as well as all attachments hereto, the Corporation agrees to make available to the Local Sponsor funding not to exceed the amount of \$40,000.00.

The Funding shall be used solely for the payment of costs incurred by the Local Sponsor in connection with the Scope of Work (hereinafter "Eligible Costs"). The Eligible Costs will be subject to audit by the Corporation or the Corporation's representatives or designees. The Local Sponsor acknowledges and agrees that it will remain responsible for all costs associated with implementation of the Project that are not covered by the Funding.

3. Term of Agreement

The term of this Agreement ("Term") shall commence upon April 1, 2024 and will terminate on March 31, 2025 (the "Termination Date") unless earlier terminated in accordance with Section 10 below.

4. Disbursement of Funds

- (a) Reimbursement shall be made to the Local Sponsor upon approval by the Corporation of vouchers executed by an authorized officer of the Local Sponsor in the form attached to this Agreement as Exhibit "B", accompanied by such receipts and documents verifying expenditures as may be required by the Corporation. Reimbursement requests shall include a certification by the Local Sponsor that the requested funds do not duplicate reimbursements for costs and services received from other sources. Donated labor and materials must be documented, and the value of these items must be specifically identified and approved as being reasonable by the Corporation.
- (b) No more than three reimbursement requests will be accepted. The final voucher must be submitted within six months of the termination of the Agreement. In any instance where the original term of this Agreement is extended, the final voucher shall be submitted within six months of the termination date as set forth in the last term extension approved by the Corporation. The final voucher will be processed for payment only after approval of the completed project by the Corporation.
- (c) In no event will the Corporation process any reimbursement request which would cause the aggregate reimbursement for the project to exceed the Funds set forth in Paragraph 2.

Payment will be made within 30 days of the presentment to the Corporation of a Funds Disbursement Requisition Form and any additional documentation that the Corporation may reasonably require. All payments by the Corporation are subject to the rules and regulations established by the Corporation.

Each Funds Disbursement Requisition Form shall include an itemization of estimated Eligible Costs, and shall be submitted to the following address:

New York State Canal Corporation
P.O. Box 1635
White Plains, NY 10602
Attn.: Accounts Payable
Email: APCanal@NYPA.gov

All payments are subject to correction and adjustment upon audit or any disallowance. Local Sponsor agrees to reimburse the Corporation for Funds disbursed to the Local Sponsor but subsequently disallowed under the terms of this Agreement.

The Funds, and/or any portion thereof, may be subject to recapture as provided below under the provision entitled Default, Termination and Recapture.

In the event that Local Sponsor fails to meet the criteria or milestones set forth in the Scope of Work for the disbursement of the Funds, and as a result the Funds are not fully disbursed within the times established for doing so in the Scope of Work, the remaining Funds will revert to the Corporation. All unexpended Funds shall revert to the Corporation upon Project completion.

5. Conditions Precedent to Disbursement of Funds and Contract Approval

No Funds shall be disbursed to the Local Sponsor unless it is in compliance with the provisions of this Agreement. In the event that the Corporation determines, in its sole discretion, that this Agreement is subject to approval by the New York State Comptroller, the New York Power Authority or another third party (collectively "third party"), then the Corporation is under no obligation to disburse funds hereunder nor shall this Agreement be enforceable against the Corporation until such third party approval is provided.

6. Reporting Obligations

Reporting is used by the Corporation to determine the Local Sponsor's compliance with the terms of this Agreement. Failure to timely submit reports, as required hereunder or as requested by the Corporation, will be considered an "Event of Default" (as defined herein), and may result in the

discontinuance of funding for the Project or the recapture of the Funds in the Corporation's sole discretion. The following minimum reporting criteria is expected to be included in each report:

- (a) Dates of commencement and completion, and achieved milestones as set forth in the Scope of Work, etc.
- (b) Describe the steps implemented to achieve those goals, milestones, etc.
- (c) Describe any challenges or unexpected events that arose in implementing the Project.
- (d) A description of actual costs as compared to budgeted costs, and an updated budget, if necessary.
- (e) An estimated completion date.

During the Term, the Corporation may request additional information and documentation from Local Sponsor detailing its activities, general use of the Funds and any other information which the Corporation may deem relevant concerning the Project. Local Sponsor will provide the Corporation with copies of all requested documentation within 10 business days of a request from the Corporation.

7. Corporation Review of the Project

In consideration for the Funds, the Corporation may review, inspect and observe the Project and Local Sponsor agrees to make its employees, records and facilities associated with the Project available for interview and observation by authorized representatives of Corporation. The Corporation, in its sole discretion, may observe the Project in such manner and at such times as it deems necessary and appropriate.

8. Project Data

Upon request, Local Sponsor shall provide the Corporation with Project-related data, including, but not limited to, costs related to the program, sources of funding, labor hours spent dedicated to the program, description of work completed, location of the work, date and time of the work, individuals performing the work, and related data.

9. Representations, Warranties and Covenants

Local Sponsor represents, warrants and covenants that:

- (a) It has been vested with the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by Local Sponsor and is binding and enforceable against Local Sponsor in accordance with its terms.

- (c) Local Sponsor is in compliance, and shall continue to comply, in all material respects with all applicable laws, rules, regulations and orders, including those that are necessary for the Project to proceed through to completion.
- (d) The information submitted by Local Sponsor to the Corporation in connection with its Project proposal or request (a copy of which is attached hereto as Exhibit "A"), including any amendments or supplements thereto that may have been made with the Corporation's consent, In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in any documentation or information submitted to the Corporation from Local Sponsor, the stricter or stringent provision as it relates to Local Sponsor's obligations hereunder shall govern. Local Sponsor hereby acknowledges that, in making the award of the Funds, the Corporation and its respective designees have relied on the statements and representations made by Local Sponsor. Local Sponsor hereby represents and warrants that it has made no material misstatement or omission of fact to the Corporation in connection with the award of the Funds and, except as otherwise disclosed in writing to the Corporation or its designees, there has been no adverse material change in the financial condition of Local Sponsor and that all other information submitted to the Corporation concerning the award of the Funds continues on the date hereof to be materially correct and complete.
- (e) Local Sponsor will neither hold itself out as, nor claim to be an officer, employee, agent or representative of the Corporation by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of the Corporation, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (f) Neither Local Sponsor nor any of its elected officials or governing body or its employees have given anything of value to influence any official act or the judgment of any person in connection with the award of the Funds or the performance of any of the terms of this Agreement.
- (g) There are no actions, suits or proceedings or, to the knowledge of Local Sponsor, threatened against, or affecting Local Sponsor before any court, governmental entity or alternative dispute resolution tribunal, which may, in any one case or in the aggregate, materially adversely affect (i) the financial condition, operations, properties or business of Local Sponsor or (ii) Local Sponsor's ability to perform its obligations under this Agreement, in each case except as may have been disclosed in writing to Corporation or its designee.

- (h) The Funds shall not be used in any manner for any of the following purposes:
- a. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - b. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - c. purchase or acquisition of land; or
 - d. payments to any firm, company, association, corporation or organization in which an elected official or employee of Local Sponsor or any officer, or a member of the immediate family of any elected official or employee of Local Sponsor has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above.
- (i) The Funds shall be used solely for Project expenses in accordance with the terms and conditions of this Agreement and will not duplicate reimbursement of costs and services received from other sources. No materials, if any, purchased with the Funds will be used for any purpose other than advancing the Project, as set forth in the approved Scope of Work.

10. Default, Termination and Recapture

Events of Default

Each of the following shall constitute an "Event of Default" by Local Sponsor under this Agreement:

- (a) Failure to perform or observe any obligation or covenant of Local Sponsor contained herein to the reasonable satisfaction of the Corporation and within the time frames established under this Agreement.
- (b) Failure to comply with any reasonable request made by the Corporation, or its designees, for information (i) to determine compliance by Local Sponsor with the terms of this Agreement, including but not limited to compliance with reporting obligations, or (ii) as otherwise reasonably requested by the Corporation, in connection with the Funds.

- (c) The making by Local Sponsor of any false statement or the omission by Local Sponsor to state any material fact in or in connection with this Agreement.
- (d) Failure of Local Sponsor, for any time period, to comply with the reporting obligations set forth in Section 6 of this Agreement.
- (e) A default, beyond any applicable grace period, by Local Sponsor, under any other agreement with the Corporation.
- (f) Any manifestation, on the part of Local Sponsor, of an intention either: (i) to terminate and/or (ii) to restructure, under the terms of any bankruptcy or insolvency statute or law, its operations at the Project. This includes, without limitation, the announced or actual cessation of work activities at the Project, the initiation of proceedings under any dissolution statute, or the execution of an assignment for the benefit of creditors, or the solicitation of any composition or arrangement with creditors, or the issuance of "closing" or "termination" notices to employees under any state or federal statute, or the filing of any voluntary petition under any chapter of the United States Bankruptcy Code, or the failure by Local Sponsor to obtain the dismissal, within 60 days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.
- (g) The liquidation or dissolution of Local Sponsor.
- (h) Any abandonment or discontinuation of the Project.
- (i) Any material adverse change to the business, financial condition, prospects, assets or results of operation of Local Sponsor.

Termination and Recapture

Upon written notice to Local Sponsor of the occurrence of an Event of Default (which notice will specify the nature of the default), the Corporation has the right to terminate this Agreement, cease all future disbursements of the Funds, and recapture all prior funds disbursed under this Agreement, provided however, that if the default is pursuant to Sections 10(a), 10(b), 10(d) or 10(e), no default shall be deemed to have occurred if Local Sponsor cures such default within 10 days of written notice of default from the Corporation, or if the default pursuant to Sections 10(a), 10(b), 10(d) or 10(e) cannot reasonably be cured within such 10 day period, Local Sponsor commences to cure such default within the 10 day cure period and cures the default within 30 days after the initial written notice of default, provided further that the Corporation shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of Sections 10(c) and 10(f) are not subject to the cure provisions provided

herein.

Upon termination of this Agreement for default, the Corporation may (i) withhold any Funds not yet disbursed and (ii) require repayment of any Funds disbursed to Local Sponsor in accordance with this Agreement. If such funds are not repaid within five business days, the amount required to be repaid shall bear interest at a rate of prime plus three percent (3%), but in no event shall the interest payable to the Corporation exceed the amount permitted by New York law. Notwithstanding the foregoing, if the Corporation determines that any Funds were previously released based upon fraudulent representations or upon other willful misconduct by Local Sponsor, the Corporation may require repayment of all Funds and may refer the matter to the appropriate authorities for prosecution. The Corporation shall be entitled to exercise any other rights and seek any other remedies provided by law.

11. Books and Records; Project Audit

Books and Records

Local Sponsor shall maintain accurate records and accounts of all financial transactions entered into by Local Sponsor which shall show in detail all expenditures, including, but not limited to, payments for Eligible Costs made by Local Sponsor. Such records and accounts shall include, without limitation, property, personnel, and financial records, cash receipts of disbursements, journals, and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards.

Project Audit

Local Sponsor shall permit the Corporation, its authorized representatives or its designees, the Comptroller of the State of New York and other authorized representatives of the State of New York to examine all records and accounts relating to the Project, the financial transactions of Local Sponsor in relation to the Project, and the expenditure of the Funds for the Project and all other funds secured and services rendered for the benefit of Local Sponsor. Such inspection and audit shall be at the Local Sponsor's place of business during normal business hours. Local Sponsor shall maintain all records relating to the Project and this Agreement for not less than six years after the date of Project completion.

Local Sponsor shall notify the Corporation, within five days of receiving information relating to the commencement of any audit by any governmental agency of any of Local Sponsor's activities concerning the Project. Local Sponsor shall provide the Corporation with a copy of any such audit reports received from any governmental agency which affected Local Sponsor's activities or finances during the Term.

12. Publicity

(a) Public Announcements. No marketing, publicity, promotion or advertising regarding this Agreement, or any project undertaken pursuant to this Agreement, will be issued by either Party without the other Party's prior written approval, which approval will not be unreasonably withheld. Any responses to news media inquiries developed by either Party, related to the Agreement, must be coordinated with the other Party for review and approval. Letters, speeches, news and/or press releases, articles for publication, etc. related to this Agreement, or any project undertaken pursuant to this Agreement, will be coordinated among the Parties for review and approval prior to release. Local Sponsor and the Corporation agree to abide by these terms regarding public announcements for a period of two years following the later of the termination of this Agreement or the conclusion of the Project. Notwithstanding the foregoing, the Corporation may disclose to any third-party, without notice to or consent of Local Sponsor, the identity of the Project (including a brief statement describing the Project), any applicable Corporation program, State program or other initiative under which the Project is implemented, and the identity of Local Sponsor or any other party supporting the Project.

(b) Signage. The Parties agree that the Corporation may, at no cost to Local Sponsor, install and maintain appropriate publicity signage at or in the vicinity of a Project. Local Sponsor will cooperate with the Corporation, and/or any third-party vendor(s) designated by the Corporation, by timely responding to any questions regarding the design, manufacture, installation, maintenance, and removal of the signage and timely notify the Corporation and/or any third-party vendor(s) designated by the Corporation of any damage that may occur to the signage. The signage may include the identity of the Project, including a brief statement highlighting the Project, any applicable Corporation program, State program or other initiative under which the Project is implemented and the identity of the parties supporting the Project, including those parties' respective logos. The Corporation has final approval of signage text and graphics. The signage is intended to be placed in an area with significant public visibility within proximity to the Project. The Corporation will be responsible for removing the signage at its expense within a reasonable period of time past the conclusion of a Project, or such earlier time as the Corporation deems it appropriate, unless otherwise directed by Local Sponsor in writing in which case removal will occur at Local Sponsor's expense.

13. Notices

All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:

- (ii) by certified or registered United States mail, return receipt requested;
- (ii) by personal delivery;
- (iii) by expedited delivery service; or
- (iv) first class mail.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time to time designate:

New York State Canal Corporation:

Contact Name:	Ted Westerling
Title:	Navigation Program Manager
Address:	30 South Pearl Albany, New York 12207
Telephone Number:	518-449-6024

Local Sponsor:

Contact Name:	Hon. Robert Maciol
Title:	Oneida County Sheriff
Address:	6065 Judd Road Oriskany, NY 13424
Telephone Number:	315-765-2200

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, first class, certified or registered United States mail, as of the date of mailing to the address provided herein.

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 15 days written notice to the other Party sent in accordance herewith. Additional or alternate 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.

14. Executory Clause

This Agreement shall be deemed executory only to the extent of money available to the Corporation for the performance hereto which has not been revoked, rescinded or suspended pursuant to the terms of this Agreement, and no liability on account thereof shall be incurred by the Corporation beyond money made available for the purpose thereof.

15. Liability and Indemnification

Neither the Corporation, the Power Authority of the State of New York, or the State of New York shall in no event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project. To the maximum

extent permitted by law, Local Sponsor agrees to defend, indemnify and hold the Corporation, Power Authority of the State of New York, and the State of New York and their respective agents, employees, officers and Trustees (collectively, the "Indemnitees") harmless from and against any and all such claims, liability, costs, damages or expenses (including counsel fees) other than that caused by the gross negligence or willful misconduct of the Indemnitees. This Section shall survive termination of this Agreement.

16. Compliance with Laws and Regulations

Local Sponsor will perform the Project and its obligations under the Scope of Work in accordance with all applicable federal, state and local laws, rules and requirements, including applicable environmental laws.

17. No Assignment

Local Sponsor may not assign or transfer this Agreement or any of its rights hereunder without the Corporation's prior written consent. Any such purported assignment without the Corporation's prior written consent shall be void.

18. No Waiver

No waiver of any of the Corporation's rights arising under this Agreement, or any other source, can occur unless such waiver is in writing and signed by the Corporation and such written document manifests a clear and unequivocal intent by the Corporation to waive its contractual or other legal rights. The Corporation may not be estopped from asserting any of its legal rights, including but not limited to its rights under this Agreement, unless the Corporation has signed a written document that clearly and unequivocally states that Local Sponsor may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against the Corporation and Local Sponsor's alleged detrimental reliance shall be deemed to be unreasonable.

19. Modification

This Agreement may be modified only by a written instrument executed by the Parties hereto.

20. Invalid Provisions

In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

21. Order of Precedence

In the event of an ambiguity or conflict among or between any provision of the Scope of Work, any provision of this Agreement or the Competition Terms, then the more strict or stringent provision as it relates to Local Sponsor's obligations hereunder shall govern.

22. Participation by Minority Group Members and Women

It is New York State's goal to promote and encourage the use of New York State Certified Minority and Women-owned Business Enterprises (M/WBE). Local Sponsor is encouraged to make every good faith effort to promote and assist the participation of M/WBE as vendors, subcontractors and suppliers on this Agreement for the provision of services and materials where possible.

23. Survival of Provisions

The Parties agree that: (a) the provisions of Sections 8, 10, 11, 12, 13, 15, 22, 26 and 27 shall survive the expiration or early termination of this Agreement and (b) such expiration or early termination shall not serve to limit, alter or modify any of Local Sponsor's obligations or responsibilities under the aforesaid Sections, and the Corporation's rights under such Sections. It is further agreed that notwithstanding the expiration or early termination of this Agreement, the Corporation shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement including but not limited to the above referenced Sections, the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted by or on the behalf of the Corporation.

24. Insurance

- A. General Requirements. The Local Sponsor will keep in force at its own cost, until the termination of this Agreement, the insurance coverages listed herein.
 - a. The form and sufficiency of each insurance certificate required to be obtained herein will be subject to the Corporation's approval and written by insurance companies acceptable to the Corporation. The Local Sponsor shall notify the Corporation no later than 10 days prior to the effective date of a change to or cancellation of insurance policies required herein. The Local Sponsor will deliver or cause to be delivered to the Corporation, upon request, a copy of each such insurance policy.

- b. Any and all deductibles or self-insured retentions, in or relating to the below described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Local Sponsor.

B. Workers' Compensation.

- a. For work to be performed in New York State, the Local Sponsor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.
- b. If the contract involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Acts policy as applicable must be provided. Any waiver of this requirement must be approved by the Corporation and will only be granted in unique or unusual circumstances.
- c. Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board, listing the New York State Canal Corporation, New York Power Authority and the State of New York, 30 S. Pearl Street, Albany, NY 12207 as "Entity Requesting Proof of Coverage":
 - i. C-105.2 (Sept. 2007, or most current version) – Certificate of Workers' Compensation Insurance
 - ii. U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund
 - iii. GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance
 - iv. CE-200 – Attestation of Exemption – When LOCAL SPONSOR meets the requirements.
- d. All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

C. Disability Benefits

- a. For work to be performed in New York State, the Local Sponsor 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 New York State Disability Benefits Law. Any waiver of this requirement

must be approved by the Corporation and will only be granted in unique or unusual circumstances.

- b. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the Workers' Compensation Board, listing the New York State Canal Corporation, New York Power Authority and the State of New York, 30 S. Pearl Street, Albany, NY 12207 as "Entity Requesting Proof of Coverage":
 - i. DB-120.1 (May 2006 or most current version) – Certificate of Insurance Coverage under the New York State Disability Benefits Law;
 - ii. DB-155 – Certificate of Disability Self Insurance; or
 - iii. CE-200 – Certificate of Attestation of Exemption - When Local Sponsor meets the requirements.
- c. All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier

D. Commercial General Liability

- a. Commercial General Liability Insurance (CGL), which includes Contractual Liability coverage covering all operations required to complete the Work with a minimum limit of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage. Excess/Umbrella Liability Insurance may be combined with Primary Commercial General Liability Insurance to achieve the required coverage only if such policies are written on a follow form basis or are at least as broad in coverage as all underlying policies and "drop down" for defense and indemnity in the event of the exhaustion of the underlying insurance.
 - i. The limits contained on the Insurance Policies Declaration page must be equal to or greater than the limits stated herein.
 - ii. The Corporation, New York Power Authority, the State of New York, and any and all additional insureds named in the contract documents must be named and scheduled as additional insureds to the LOCAL SPONSOR's policy including cross-liability coverage evidenced on the certificate(s) furnished to the Corporation. The policy must contain an endorsement stating that the insurer will have no right of recovery or subrogation against the Corporation, New York Power Authority, the State of New York, and any and all additional insureds named in the contract documents. The LOCAL SPONSOR must submit evidence satisfactory to the Corporation of its compliance with this requirement. It is the intent of the parties

that the insurance placed in accordance with the provisions of this paragraph will be primary and non-contributory insurance and will protect the LOCAL SPONSOR, the Corporation, New York Power Authority, the State of New York and any and all additional insureds named in the contract documents for all losses arising from all operations, activities, work, services, items or performance relating to the Contract. The insurance afforded to the additional insureds shall be at least as broad as that afforded the first named insured.

E. Marine Protection and Indemnity Liability

a. Anytime the activity involves work on navigable water or the work is connected to water-related activities, Marine Protection & Indemnity and Hull and Machinery coverage is required. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The LOCAL SPONSOR shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum of \$1,000,000 limit. Policies shall name the New York State Canal Corporation, New York Power Authority and the State of New York, 30 S. Pearl Street, Albany, NY 12207 as Additional Insureds.

If the Sponsor is a 501C(3) Corporation

Non-Profit Directors & Officer's Policy with a \$1,000,000 limit. Local Sponsor shall, at its sole cost and expense, provide Executives with directors and officer liability insurance coverage with respect to the project in the amount of \$1,000,000.

If the Sponsor is a Governmental Entity

F. Public Officials Errors & Omissions Policy or Professional Liability Policy.

- a. Local Sponsor shall, at its sole cost and expense, maintain Error & Omissions (EO) coverage or Professional Liability coverage with respect to the project in the amount of \$1,000,000.
- b. If the Local Sponsor or any other insuring party fails to furnish the forms or maintain the coverage required under this section or if any of the insurance is canceled, the Corporation may (1) immediately terminate this agreement and Local Sponsor will reimburse the Corporation for any and all losses resulting from Local Sponsor's failure to have the insurance required hereunder, or (2) the Corporation may procure such insurance and the

insuring party which failed to maintain the required insurance shall reimburse the Corporation for all associated costs including insurance premiums or such costs will be offset against amounts otherwise payable to such insuring party under this agreement. In the event any insuring party's failure to comply with any aspect of this Insurance Section results in payment for defense or indemnity by any indemnitee's insurance, such indemnitee's remedy against such insuring party shall include the amount of coverage (payment of defense, indemnity, etc.) that would have been available to such indemnitee had the insuring party complied with this Insurance Section, and such insuring party shall not be entitled to an off-set for any amounts indemnitee receives, or is entitled to receive, from any other insurance.

25. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without the aid of any presumption or other rule of law regarding construction against the Party drafting this Agreement or any part of it. The Parties agree that any action or proceeding commenced in connection with this Agreement will be brought in a court of competent jurisdiction located in Albany County, New York.

26. Litigation Costs

In any action or proceeding that involves the enforcement of the terms and conditions of this Agreement, Local Sponsor will pay all of the Corporation's costs including, without limitation, attorneys' fees.

27. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and supersedes any and all prior agreements, understanding and negotiations or discussions, either oral or in writing, whether express or implied, by and between the Parties hereto.

28. Counterparts and Electronic Signature

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed electronically or by signature affixed by hand by their authorized representatives and is effective on the date first written above.

NYS Canal Corporation

LOCAL SPONSOR

John Canale, NYPA Senior VP of SSM

Anthony J Picente Jr, Oneida County Executive