



**Thruway
Authority**

**Canal
Corporation**

PRESENTS A

PUBLIC AUCTION

OF SURPLUS REAL PROPERTY

THE SUBJECT PARCEL IS APPROXIMATELY 4.994_± ACRES OF VACANT CANAL LAND, LOCATED ON THE WEST SIDE OF THE DELTA CANAL RESERVOIR, NORTHWEST OF GOLF COURSE ROAD AND THE DELTA CANAL RESERVOIR DAM, IN THE CITY OF ROME • COUNTY OF ONEIDA • STATE OF NEW YORK

**PRE-REGISTRATIONS MUST BE RECEIVED:
BY 1:00 P.M. ON MONDAY, DECEMBER 21, 2015**

**THE AUCTION SHALL BE CONDUCTED AT:
ROME CITY HALL
198 NORTH WASHINGTON STREET
ROME, NEW YORK 13440
ON TUESDAY, DECEMBER 29, 2015 AT 11:00 A.M.
BIDDER CHECK-IN: 10:00 A.M.**

**JOANNE M. MAHONEY
CHAIR**

**ANDREW M. CUOMO
GOVERNOR**

BID PACKET
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ARTICLE 1: REAL PROPERTY TO BE AUCTIONED

SECTION 1.1: IDENTIFICATION

Real Property Reference Number SC060019 (referred to hereinafter as the “Property”).

SECTION 1.2: GENERAL DESCRIPTION OF PROPERTY

The Property is an approximately 4.994± acre vacant waterfront parcel averaging approximately 300 feet in width with approximately 718.9± feet of frontage on the Delta Canal Reservoir (hereinafter “Delta Reservoir”), together with an approximately 35-foot wide, approximately 375-foot long access corridor. The Property is configured as a flag lot. The Property is generally level, is partly covered with trees and brush, and slopes gently to, and is bounded by, the high water line of the Delta Reservoir.

(NOTE: The Property is more specifically described in the legal description contained in Exhibit I of the sample contract included herein).

SECTION 1.3: ACCESS

The Property is accessible from, and has approximately 34.45 lineal feet of frontage on, the north side Golf Course Road.

SECTION 1.4: AS-IS SALE

The Property is to be conveyed AS-IS by quitclaim deed.

SECTION 1.5: LOCATION

The Property is located on the southwest shoreline of the Delta Reservoir in the City of Rome, Oneida County. The Property is approximately 20 miles northwest of the City of Utica and 2 miles north of the inside district of the City of Rome. The Property is north of Golf Course Road and the western Delta Reservoir dam abutment, and east of Teugega Point Road and Fish Hatchery Road. The Property is immediately north of the west side of the Delta Reservoir Dam and an approximately one (1) acre portion of Canal land that will remain with the Canal Corporation for ongoing maintenance and operation of the dam and the reservoir.

SECTION 1.6: AREA

The Property is approximately 4.994± acres as shown on Abandonment Map No. 889 shown in Exhibit II of the sample Agreement contained within on page 22.

SECTION 1.7: HISTORICAL FEATURES

The Property is a portion of the New York State Canal System, Erie Canal Reservoir Lands. The Erie Canal has been included on the National Register of Historic Places.

SECTION 1.8: CONFIGURATION

The Property is irregular in shape and best described as a flag lot with an approximately 35.45 foot wide and approximately 375 foot long access corridor. Beyond the approximately 375 foot long access corridor portion of the Property, the Property averages approximately 300 feet in depth and has approximately 718.9 feet of frontage on the Delta Reservoir.

SECTION 1.9: TITLE

The Property is a portion of Parcel No. 1056-A appropriated under Contract No. 55 in 1908 and is vested with The People of the State of New York (referred to hereinafter as the “State”) under the jurisdiction of the New York State Canal Corporation (referred to hereinafter as the “Corporation”).

SECTION 1.10: ZONING

The Property is shown on publicly filed Oneida County tax maps as being a portion of Tax Map # 189.003-0001-033. The Property is located within an area zoned Rural Residential (RR). Prospective bidders are urged to call the City of Rome Zoning Department to investigate all zoning and local ordinances.

SECTION 1.11: UTILITIES

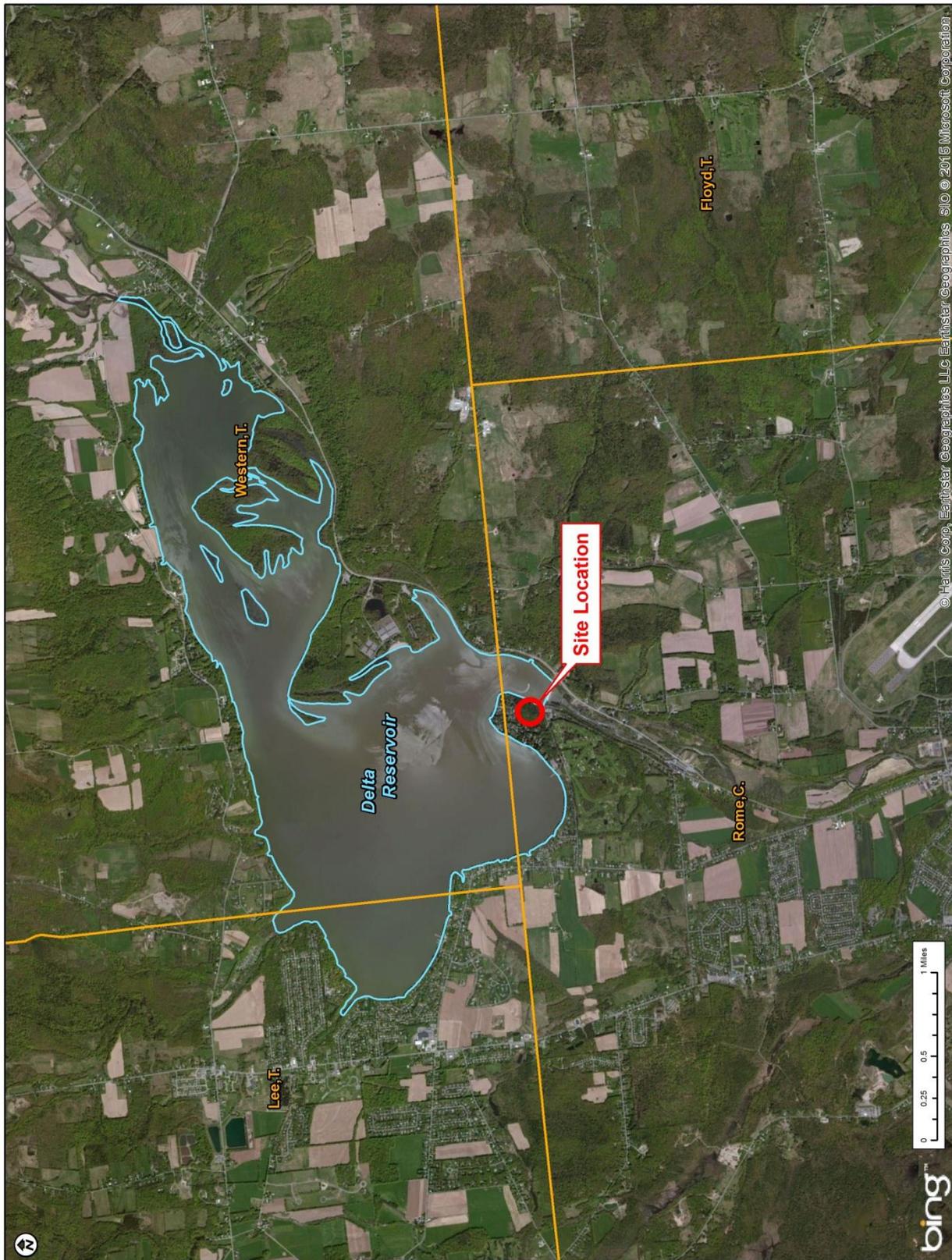
Electric, telephone, gas, and cable are available on Golf Course Road (near the Fish Hatchery Road intersection approximately 150± feet west of the Property).

SECTION 1.12: TAXES

State-owned real property is exempt from property and school taxes. Therefore, the Property is currently tax exempt. For information regarding assessment rates, please contact the City of Rome Assessor’s office.

The Property is to be conveyed AS-IS. The Property details are a summary and are provided for general informational purposes only. Prospective bidders are urged to obtain all necessary professional advice, prior to the public sale, in order to assess the site’s potential, building and mechanical components and condition, and compliance with health and building codes, environmental laws, and all other laws, rules, regulations, orders or directives applicable to the Property.

LOCATION MAP



AERIAL SITE MAP



ARTICLE 2: PRE-AUCTION INFORMATION, TERMS, AND CONDITIONS

SECTION 2.1: INTRODUCTION

Title to the Property being made available for sale at this auction is held in the name of the State under the jurisdiction of the Corporation. Section 10(17) of the Canal Law authorizes the Corporation to abandon canal lands that are no longer necessary or useful for canal purposes, and Section 382(7)(g) of the Public Authorities Law authorizes the Corporation to dispose of real property. This auction is being held in accordance with the Canal Real Property Management Policy (hereinafter the “Policy”), adopted by the Corporation pursuant to the Public Authorities Law. A copy of the Policy may be obtained at <http://www.canals.ny.gov> under the “Doing Business” Tab found at the top of the page.

The Property is subject to withdrawal, and the auction is subject to cancellation on or before the date of auction.

By way of this public, voice-bid auction (referred to hereinafter as “Auction”) that is described herein, the Corporation is making available for sale the Property generally described in Article 1 hereof.

The following items are provided as part of this Auction bid packet: (a) a Bidder Pre-Registration Form, (b) an Affidavit of Authority to Execute Real Property Documents (referred to hereinafter as “Affidavit”), (c) the Guidelines, (d) a Certificate of Compliance with the Authority/Corporation Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (referred to hereinafter as “Compliance Certificate”), and (e) a New York State Finance Law Sections 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (referred to hereinafter as “Disclosure”).

SECTION 2.2: LIMITED PERMISSIBLE CONTACT

This Auction is subject to, and shall be conducted in accordance with, the Authority/Corporation Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (referred to hereinafter as “Guidelines”; see pages 31 through 33 hereof). Any and all questions concerning the Auction must be directed to only the following Corporation representative:

Mr. David Boshart
New York State Canal Corporation
200 Southern Boulevard
Albany, NY 12201-0189
(518) 471-4431
David.Boshart@canals.ny.gov

Bidders and prospective bidders may not contact any other Corporation representative, officer, employee, contractor, or agent or any other State entity relative to this Auction, except as provided in the Guidelines.

SECTION 2.3: MINIMUM BID; PRE-REGISTRATION

The amount of the minimum bid for the Property is: FOUR HUNDRED FORTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$445,000.00).

This Auction requires that bidders, or their respective Agents (see section 2.5 hereof), register their attendance in advance of the Auction.

Please NOTE: In order to participate in the Auction, prospective bidders **must** pre-register.

In order to pre-register and to participate at the auction on December 29, 2015 at 11:00am, a bidder **must** complete and submit to the Corporation by 1:00pm, December 21, 2015: (1) a completed Bidder Pre-registration Form ((a) above); (2) a completed Compliance Certificate ((d) above); (3) a completed Disclosure certificate ((e) above); and, if the bidding at the auction will be by an Agent, (4) a completed Affidavit ((b) above).

Bidders, in order to pre-register must furnish a “Return Envelope”, which should be a flat-contents envelope (9” x 12” or larger) containing the above noted required documents (1), (2), (3) and if bidding by Agent: documents (1), (2), (3) and (4) noted above.

All completed documents must be sent to: New York State Canal Corporation • 200 Southern Boulevard • Albany, New York 12201-0189; attention: Mr. David Boshart. All documents must be completed in ink (i.e., not pencil) and **received concurrently by the Corporation no later than 1:00 p.m. on December 21, 2015.** Documents shall not be sent to the Corporation separately. Any documents not completed in ink and/or received after 1:00 p.m. on December 21, 2015 shall not be accepted, and shall be returned; there shall be absolutely no exceptions. *Improperly completed and/or submitted documents and/or envelopes shall be returned!*

SECTION 2.4: DEPOSIT REQUIRED

As part of the Auction process, the acknowledged highest bidder is required to furnish to the Corporation an earnest-money deposit (referred to hereinafter as the “Deposit”) that is equal to ten percent (10%) of the accepted highest bid. The Deposit will be delivered in two checks, one delivered as the partial Deposit (as described in section 3.2 hereof) and the other as the Deposit balance (as described in section 4.1 hereof).

SECTION 2.5: BIDDING BY AGENTS

A prospective bidder may bid by and through another individual (referred to hereinafter as “Agent”), provided that at pre-registration, the Agent submits written verification, acceptable to the Corporation, that the Agent is duly authorized to act on behalf of the bidder. Such written verification, as described herein below, includes both: (A) documentation provided by the bidder and submitted to the Corporation; and (B) documentation provided by the Corporation, completed by the Agent, and submitted to the Corporation:

- A. Written verification to be submitted, the form of which depends upon whether the bidder is an individual or a business entity:
1. If the Agent is acting on behalf of an individual, the written verification must include a *certified* copy of a *duly executed and acknowledged* Power of Attorney that explicitly authorizes the attorney-in-fact to bid and to carry out real estate transactions. The Power of Attorney must be accompanied by a notarized affidavit affirming that the Principal is alive and that the Power of Attorney is in full force and effect.
 2. If the Agent is acting on behalf of a business entity (e.g., corporation, limited liability company, partnership), the written verification should include either:
 - a. a *certified* copy of such entity's authorization that *duly authorizes* the Agent to bid and to execute real property documents and agreements on behalf of the bidder (e.g., a duly authorized resolution of the entity's governing body or organizational documents clearly setting forth such authorization). If the authorization identifies only the title of the Agent and not the Agent's name, proof acceptable to the Corporation that the Agent presently holds such title must also be submitted (e.g., an affidavit from the secretary of the corporation affirming that the Agent presently holds such title); or
 - b. a *certified* copy of a *duly executed and acknowledged* Power of Attorney that explicitly authorizes the attorney-in-fact to bid and to carry out real estate transactions, and a *certified* copy of the entity's authorization of such Power of Attorney (e.g., a corporate resolution or operating agreement).

In all instances, such written verification of authorization for an Agent of a business entity, as required under Paragraph (A)(2) herein, must be *certified* by an appropriate officer of such business entity, and must include explicit authority to bid and to execute real property documents and agreements. The officer's *certification* must indicate that the written verification, such as a corporate resolution, is true, accurate, duly adopted, in full force and effect, and in conformance with such business entity's organizational documents.

Listed hereinbelow are illustrative examples of written verification required under Paragraph (A)(2) hereinabove that may be acceptable if the bidder is a business entity; however, such list is not comprehensive, and a bidder must review its own individual situation to determine which documents must be submitted:

- *Corporation*: Resolution of the board of directors certified by an appropriate officer to be true, accurate, duly adopted, in full force and effect, and in conformance with the corporation's organizational documents (e.g., the articles of incorporation and the corporate bylaws).
- *Partnership*: A resolution of the full governing body of the partnership certified by a general partner to be true, accurate, duly adopted, in full force and effect, and in

conformance with the partnership's organizational documents (e.g., a partnership certificate and the partnership agreement).

- *Limited Liability Company (referred to hereinafter as "LLC")*: A resolution of the full governing body of the LLC, certified by an appropriate member or manager, to be true, accurate, duly adopted, in full force and effect, and in conformance with the organizational documents of the LLC (e.g., the articles of organization and the operating agreement).

B. Written verification to be submitted, regardless of whether the bidder is an individual or a business entity: In all instances, an Agent must submit to the Corporation a duly executed and notarized Affidavit in the form contained on pages 29 and 30 hereof.

The Corporation reserves the right to request additional information and documentation should the documentation furnished at the time of pre-registration be deemed by the Corporation, in its sole discretion and judgment, to be insufficient. *Agents who are not duly authorized shall not be permitted to participate in the auction.*

Further, the Corporation reserves the right to refuse acceptance of any substitutions of Agents in circumstances where the Corporation is notified within the five (5) day period immediately preceding the date of the auction.

Acceptability of all proof of authority or authorization shall be in the sole discretion and judgment of the Corporation.

SECTION 2.6: NON-COLLUSIVE BIDDING

It is illegal for people to agree, either before, during, or after bidding, to hold down the price(s) at auctions by not bidding against one another. The Agreement for the Sale of Real Property includes therein a "Non-Collusive Bidding" affirmation to which a registrant/bidder is to attest under the penalty of perjury. Violators will be prosecuted to the fullest extent of the law.

SECTION 2.7: BROKER COMMISSION

No broker commission fee or other type of fee shall be paid by the Corporation in conjunction with the Auction.

SECTION 2.8: PROHIBITION ON AUCTION PARTICIPATION BY AUTHORITY EMPLOYEES

Pursuant to Sections 73 and 74 of the New York State Public Officers Law, all employees of the New York State Thruway Authority and the Corporation, and their spouses and relatives, are prohibited from participating in the Auction. The term "relative" shall mean any person living in the same household as the employee and/or any person who is either a direct descendant of the employee's grandparents or the employee's spouse's grandparents, and all persons for whom either the employee or the employee's spouse are considered relatives under this definition.

ARTICLE 3: AUCTION INFORMATION, TERMS, AND CONDITIONS

SECTION 3.1: GENERAL INFORMATION

The Auction shall be conducted on December 29, 2015 at 11:00am at the Rome City Hall, located at 198 North Washington Street, Rome, New York, 13440.

Attendance at the Auction by all bidders, or by their respective Agents, is required.

All bidders, or their respective Agents, shall be preregistered in accordance with section 2.3 hereof.

SECTION 3.2: BIDDER CHECK-IN; INSPECTION OF PARTIAL-DEPOSIT CHECK

All bidders or their respective Agents should check-in at the Auction promptly at 10:00 a.m.

At the time of check-in, each bidder must present to the Corporation's representative for inspection its partial Deposit in the form of a bank or certified check in the amount of *FORTY-FOUR THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$44,500.00)*, made payable to the "New York State Canal Corporation"; cash and/or uncertified checks will not be accepted.

Once a bidder's partial-Deposit check has been inspected and verified by the Corporation as acceptable, the bidder will be given a bid card with a bidder number which each bidder will display to the auctioneer when making a bid.

SECTION 3.3: COMMENCEMENT OF BIDDING

Bidding, to be conducted in competitive, voice-bid format, will commence at 11:00 a.m. Prospective, pre-registered bidders or their respective Agents should be prepared to begin bidding immediately when the auctioneer opens the bidding.

Prior to the opening of bidding, the auctioneer will announce the rules and procedure under which the auction will be conducted.

At the conclusion of the bidding, the auctioneer will acknowledge the highest bid, the bidder number of the highest bidder, and the name of the highest bidder.

SECTION 3.4: EXECUTION OF SALE AGREEMENT

Immediately at the conclusion of the bidding, the acknowledged highest bidder shall be required to: (a) provide valid photo identification acceptable to the Corporation's representative, (b) execute five originals of the Agreement, and (c) deliver to the Corporation's representative the required partial-Deposit check.

Included in the Agreement is a "Non-Collusive Bidding" affirmation to which the highest bidder is to attest under the penalty of perjury. The Agreement to be executed will be substantially consistent with the sample contained herein. *Prospective bidders are urged to carefully read the attached sample of the Agreement, as well as all other portions of this bid packet, and to consult with an attorney.*

ARTICLE 4: POST-AUCTION INFORMATION, TERMS, AND CONDITIONS

SECTION 4.1: PAYMENT OF BALANCE OF DEPOSIT

Within ten (10) days of the date of the Auction, the acknowledged highest bidder must deliver to the Corporation the balance of the Deposit in the form of a bank or certified check payable to the *New York State Canal Corporation*; cash and/or uncertified personal checks will not be accepted. Such check must be remitted to: New York State Canal Corporation • 200 Southern Boulevard • Albany, New York 12201-0189; attention: Mr. David Boshart. Failure to remit the appropriate Deposit-balance check within the specified time period may result in an immediate rejection of the bid by the Corporation.

SECTION 4.2: NOTIFICATION OF BID ACCEPTANCE AND APPROVAL OF AGREEMENT

The Agreement is subject to approval by both the New York State Office of the Attorney General (referred to hereinafter as the “AG”) and the Office of the New York State Comptroller (referred to hereinafter as the “Comptroller”). A bid shall only be accepted by the Corporation if and when an Agreement has been fully executed by the acknowledged highest bidder, the Corporation, and the State, and approved by the AG and the Comptroller. If the Corporation executes the Agreement, the Corporation will: (1) notify the acknowledged highest bidder via certified mail within ten (10) days of such execution; (2) notify all other bidders of such execution; and (3) submit the Agreement to the AG and, if approved, to the Comptroller. If the Comptroller approves the Agreement, the Corporation will, within ten (10) days of receiving the fully executed and approved originals of the Agreements therefrom, deliver to the acknowledged highest bidder via certified mail two such originals of the Agreement.

SECTION 4.3: RIGHT TO REJECT BID(S) RESERVED

To the fullest extent permitted by the law, the Corporation reserves the right to: reject any and all bids up until the time that the Agreement has been fully executed and approved (i.e., executed by the acknowledged highest bidder, the Corporation, and the State; and approved by the AG and the Comptroller); and to re-advertise for new bids. The basis for such rejection includes, but is not limited to, a finding by the Corporation that any of the certifications made by the bidder in accordance with provisions of New York State Finance Law §§ 139-j and 139-k were intentionally false or intentionally incomplete, or that the bidder is non-responsible or has failed to accurately disclose vendor-responsibility information. Upon rejection of any bid(s), the Corporation may also, at its discretion, accept other bids in descending order. If the Corporation exercises its right to reject a bid, the acknowledged highest bidder shall be entitled only to the return of the Deposit that was delivered to the Corporation, and the Corporation shall have no further obligations or liabilities. Notwithstanding the foregoing, to the fullest extent permitted by the law, the Corporation reserves the right to retain the Deposit in the event that the bid is rejected for cause.

**NEW YORK STATE CANAL CORPORATION
AGREEMENT FOR SALE OF REAL PROPERTY**

(This is a contract. You may wish to consult with an attorney before signing.)

This Agreement, made this _____ day of _____, 201_ by and between the NEW YORK STATE CANAL CORPORATION (referred to hereinafter as the "Corporation"), a public corporation organized and existing pursuant to the New York State Thruway Authority Act, Title 9, Article 2 of the New York State Public Authorities Law, as amended, whose principal office (referred to hereinafter as the "Administrative Headquarters") is located at 200 Southern Boulevard in the city and county of Albany, state of New York (mailing address: P.O. Box 189 • Albany, New York 12201-0189); THE PEOPLE OF THE STATE OF NEW YORK (referred to hereinafter as the "State") ACTING BY AND THROUGH THE CORPORATION; and; _____ (HEREINAFTER THE "PURCHASER") residing or with office located at _____, in the _____ of _____, county of _____, state of _____ (mailing address: _____).

WITNESSETH

WHEREAS, the State owns certain real property known as Real Property Reference No. SC060019 (referred to hereinafter as the "Property") shown on, and described in, Exhibits I and II, respectively, which are attached hereto and made a part hereof; and

WHEREAS, the Property is under the jurisdiction of the Corporation; and

WHEREAS, the Purchaser desires to purchase the Property; and

WHEREAS, Section 50 of the Canal Law authorizes the Canal Corporation to abandon any portion of barge canal lands, barge canal terminal lands, or old canal lands and appertaining structures constituting the canal system prior to the barge canal improvement, which have or may become no longer necessary or useful as a part of the barge canal system, as an aid to navigation thereon, or for barge canal terminal purposes;

WHEREAS, Section 10 (17) of the Canal Law authorizes the Corporation to cause to be abandoned such canal lands as are no longer necessary or useful for canal purposes;

WHEREAS, Section 51 of the Canal Law requires that a notice of any proposed abandonment be transmitted to the Canal Recreationway Commission (hereinafter the "Commission") and published once each week for three consecutive weeks in a newspaper published in the municipality or locality wherein such lands are located, or if there is no such newspaper, then in a newspaper published in the county wherein such lands are located;

WHEREAS, such notice has been transmitted to the Commission and published in accordance with the provisions of Section 51 of the Canal Law;

WHEREAS, Section 51 of the Canal Law requires that a hearing be held immediately after a notice of proposed abandonment has been published for the requisite three consecutive weeks when the value of such canal lands is at least \$50,000;

WHEREAS, the value of the Property is more than \$50,000 and pursuant to Section 51 of the Canal Law, a hearing was held at which further information could be submitted to the Corporation; and

WHEREAS, the Board constituting the Corporation, pursuant to Resolution No. 594, adopted at Meeting No. CC-184, held on September 14, 2013, found the Property to be no longer useful or necessary as part of the Barge Canal System, as an aid to navigation thereon, or for Barge Canal Terminal purposes; and directed the Office of Canal Maintenance and Operations to prepare an Official Order and Map abandoning the Property for canal purposes, for review and execution by the Executive Director or his designee; and authorized the Executive Director of the Corporation or his designee to execute this Agreement on behalf of the Corporation and the State; and

WHEREAS, said Resolution No. 594 was extended by Resolution No. 610, adopted at Meeting No. CC-191, held on October 20, 2014 and Resolution No. 634, adopted at Meeting No. 196, held on July 13, 2015;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, the receipt and sufficiency of which the parties hereto acknowledge, the Corporation, the State, and the Purchaser hereby agree as follows:

1. The Corporation and the State agree to sell and convey, and the Purchaser agrees to purchase, the Property, subject to the terms and conditions set forth in this Agreement.

2. (a) Purchaser agrees to pay the sum of \$ _____
(\$ _____) as the full purchase price (hereinafter the "Purchase Price") for the Property.

(b) Purchaser agrees to pay an earnest-money deposit (hereinafter the "Deposit"), a sum equal to ten percent (10%) of the Purchase Price, as provided in subparagraphs (c) and (d) of this paragraph.

(c) The sum of FORTY-FOUR THOUSAND FIVE HUNDRED and zero dollars (\$44,500.00) in the form of a bank or certified check, made payable to the New York State Canal Corporation, is hereby accepted by the Corporation simultaneously with the Purchaser's execution of this Agreement as a portion of the Deposit with the understanding that it will be applied as a credit toward the Purchase Price, or, in addition to the monies described in Paragraph 2(d), and, if applicable, Paragraph 4(b), serve as liquidated damages in the event of a default.

(d) The sum of (\$ _____) shall be paid by the Purchaser to the Corporation in the form of a bank or certified check, made payable to the New York State Canal Corporation, within ten (10) days of the Purchaser's execution of the Agreement as the balance of the Deposit, with the understanding that it will be applied as a credit toward the Purchase Price or, in addition to the monies described in Paragraph 2(c), and, if applicable, Paragraph 4(b), serve as liquidated damages in the event of a default.

(e) The balance of (\$ _____) shall be paid by the Purchaser to the Corporation in the form of a bank or certified check, made payable to the New York State Canal Corporation, upon delivery by the State of the deed to the Purchaser at the time of the transfer of title (hereinafter the "Closing").

(f) The Purchaser is responsible for payment of the Corporation's survey costs and appraisal costs of the Property in the amounts of THREE THOUSAND FORTY DOLLARS (\$3,040.00) and THREE THOUSAND FOUR HUNDRED DOLLARS (\$3,400.00), respectively. The Purchaser: (i) shall pay to the Corporation, at the Closing, in the form of a bank or certified check made payable to the New York State Canal Corporation, the sum of SIX THOUSAND FOUR HUNDRED FORTY DOLLARS (\$6,440.00) for the Corporation's appraisal costs and survey costs.

3. This Agreement shall become binding upon the parties hereto when it has been fully executed (hereinafter the "Execution Date") by the Purchaser, the Corporation, the State, the New York State Office of the Attorney General ("Attorney General"), and the Office of the New York State Comptroller ("Comptroller").

4. (a) The Closing under this Agreement is expressly not contingent upon any fact or circumstance not expressly stated herein; including but not limited to, the Purchaser obtaining financing of the purchase price. The Closing shall take place within sixty (60) calendar days of the Execution Date of this Agreement (hereinafter, the "Closing Date"). The Closing shall take place at Administrative Headquarters, unless both the Corporation and the Purchaser agree upon an alternate location or procedure for the Closing. TIME SHALL BE OF THE ESSENCE as to the performance by the Purchaser of each and every one of its obligations under this Agreement. If the Purchaser shall default or wrongfully fail to close on the Closing Date, the Corporation and the State shall have the right to bring an action for specific performance, or to consider the Agreement breached and retain the Deposit as liquidated damages, in which latter case the State and the Corporation shall not have any further rights hereunder against the Purchaser, and the Purchaser shall not have any further rights against the State or the Corporation.

(b) The Corporation may, at its discretion, extend the time for the Closing without requiring approval by the Purchaser. If the Purchaser requests an extension, and the Corporation agrees to it, the Corporation may require interest on the moneys described in Paragraph 2(e) at a rate of seven and one half percent (7.5%) per annum from the Closing Date through the actual date of Closing, and/or an additional deposit. Notwithstanding anything to the contrary contained in this Agreement, if the Closing Date specified above is extended (hereinafter the "Extended Closing Date"), either by the Corporation at its discretion or in response to a request by the Purchaser, and the Purchaser defaults or wrongfully fails to take title on such Extended Closing Date, the Corporation and the State shall have the right to bring an action for specific performance; or to consider the Agreement breached and retain the Deposit, and any additional deposit and/or interest paid to procure the Extended Closing Date, as liquidated damages, in which latter case the State and the Corporation shall not have any further rights hereunder against the Purchaser, and the Purchaser shall not have any further rights against the State or the Corporation.

5. The State shall convey the Property by quitclaim deed (hereinafter the "Deed") prepared by the Attorney General. The Deed shall: (i) be generally consistent with the description contained in Exhibit 1 of this Agreement; (ii) include the covenants listed in Paragraph 19 below; and (iii) may also contain language consistent with Paragraphs 6 and 14 of this Agreement. The Deed and all other title documents must be approved by the Attorney General as to form and manner of execution.

6. The State shall convey the Property "AS-IS" as to title and physical condition; including, but not limited to, environmental condition and the condition of any structures thereon, as of the Closing Date or Extended Closing Date, whichever is applicable. No representation is made by the State or the Corporation as to future permitted use, occupancy, zoning, condition of title, or physical condition of the Property, including, but not limited to, environmental condition and the condition of any structures

thereon. Further, the Purchaser understands and agrees that nothing in this Agreement shall be construed to mean that the State or the Corporation is making any representation or warranty with regard to title or physical condition or that conveyance of the Property is other than "AS-IS."

7. The risk of loss or damage, by fire or otherwise, between the Execution Date of this Agreement and the Closing Date or Extended Closing Date, whichever is applicable, shall be governed by §5-1311 of the General Obligations Law.

8. In the event that the State is unable to convey title to the Purchaser, the State's and the Corporation's liability shall be limited to the return of the Deposit and any additional deposit and/or interest paid in accordance with the provisions of Paragraph 4(b) herein, and the sale shall be considered cancelled.

9. Prior to the Closing, the Purchaser shall not enter upon the Property without the prior written permission of the Corporation.

10. The Purchaser covenants that: (i) within ten (10) days of the delivery of the Deed by the Corporation, the Purchaser shall record such Deed in the Oneida County Clerk's Office; (ii) if the Purchaser authorized an attorney-in-fact to act under a Power-of-Attorney in connection with the Property, the Purchaser shall record such Power-of-Attorney in the Oneida County Clerk's Office concurrently with the recording of said Deed; and (iii) the Purchaser shall forward to the Corporation, via certified mail, one (1) certified copy of the recorded Deed and one (1) certified copy of the recorded Power-of-Attorney, if applicable as set forth in (ii), within ten (10) days of its receipt thereof. These covenants shall survive delivery of the Deed.

11. The Purchaser shall pay all charges, fees, and/or taxes required to consummate the Closing; including, but not limited to, those associated with: (a) recording the Deed and obtaining a certified copy of the same relative to the provisions of Paragraph 10 herein; (b) filing the Real Estate Transfer Tax Return and Credit Line Mortgage Certificate; and (c) filing the New York State Department of Taxation and Real Property Transfer Report.

12. Neither the State nor the Corporation shall be liable for payment of any brokerage commissions.

13. This Agreement shall not be assigned without the written permission of the State and of the Corporation.

14. The Purchaser understands that, as an AS-IS sale, the Property may be burdened by the following, the existence of any of which shall not be just cause for failing to complete this transaction:

- (a) covenants, conditions, easements, restrictions, reservations, and/or agreements affecting the Property;
- (b) any state of facts that an inspection and/or an accurate survey of the Property may show and/or disclose;
- (c) laws and governmental regulations that affect the use and occupancy of the Property;
- (d) the rights of tenants and persons in possession, if any;
- (e) any and all encroachments; and

(f) rights and/or easements of transportation corporations, governmental entities, and/or other entities to maintain poles, wires, lines, cables, conduits, pipes, boxes, and other fixtures and facilities in, over, under, and/or upon the Property.

The foregoing list is intended to be merely illustrative of what may burden the Property, and should not be interpreted to be comprehensive.

15. The terms and conditions of this Agreement constitute the entire agreement made between the parties, and cannot be changed orally. Nothing contained in this Agreement is intended to create any rights in any party not a party to this Agreement.

16. The following name and address shall appear on the Deed as the grantee:

Name: _____

Address: _____

17. It is expressly agreed that the Corporation and the State make no representations or warranties that the Property complies with federal, state, or local governmental laws or regulations applicable to the Property. The Purchaser expressly acknowledges that the Property is shown on a map entitled “MAP OF LAND TO BE APPROPRIATED BY THE STATE OF NEW YORK FROM THE OWNER OR OWNERS IN THE TOWN OF ROME, COUNTY OF ONEIDA, N.Y. FOR THE USE OF THE IMPROVED CANALS. CHAP. 196, LAWS OF 1908, DATED NOVEMBER 14, 1908 CONTRACT NO. 55, PARCEL NO. 1956-A”; and, also shown on Abandonment Map No. 889, and both of these maps are on file at the New York State Thruway Authority, 200 Southern Boulevard, Albany, NY. The Purchaser expressly acknowledges that the Property may also be shown on publicly filed tax maps and that the Purchaser shall be responsible for effecting any change(s) that may be desired or required, including, but not limited to, taking all actions that may be necessary to comply with applicable local zoning ordinances and/or code. The Purchaser further acknowledges that the State and the Corporation shall have no responsibility for effecting any such change(s) and/or taking any such action(s).

18. The Purchaser affirms, under penalty of perjury, that the bid purchase price was made independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such bid purchase price, with any other bidder or with any competitor. The Purchaser further affirms that no attempt was made to induce any other party to bid or not to bid for the purpose of restricting competition.

19. (a) The Purchaser covenants that he/she/it shall not sue the State of New York, the New York State Thruway Authority, and the New York State Canal Corporation (hereinafter the “State Entities”) for, and shall forever release the State Entities from, any and all claims, damages, liabilities, costs and expenses occasioned by or related to: percolation; changes in water elevation or overflow from the Delta Reservoir; flooding by the waters of the State canal and waterways; and any surface water or other waters accustomed to flow to, upon, or over the Property.

(b) The Purchaser covenants that it shall have no right to deposit or place fill material on or around the boundary of any portion of the Property that continues to abut, or is contiguous with, any currently existing or remaining canal property without prior notice to, and approval by, the Corporation.

The covenants contained in 19(a) and 19(b) shall: (i) survive delivery of the Deed; (ii) be included in such Deed; and (iii) run with the land and bind the successors and assigns of the Purchaser.

20. This Agreement shall inure to the benefit of, and bind, the distributees, legal representatives, and successors of the parties hereto.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected, but shall remain binding and in full force and effect as against all parties hereto.

22. The Purchaser agrees to comply with, and be bound by, Appendix A, the Standard Clauses for all New York State Canal Corporation Contracts, which Clauses are attached hereto as Exhibit 3 and are made a part of this Agreement. This Paragraph 22 shall survive delivery of the Deed.

23. The State and the Corporation reserve the right to terminate this Agreement if it is found that the certification filed by the Purchaser in accordance with New York State Finance Law Section 139-j and Section 139-k was intentionally false or intentionally incomplete.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

(name of Purchaser)

EMPLOYER I.D. OR SOCIAL SECURITY
NUMBER: _____

By: _____
(name of signatory)

(title of signatory)

(signature)

NEW YORK STATE CANAL CORPORATION

BY: ROBERT L. MEGNA
EXECUTIVE DIRECTOR

APPROVED AS TO FORM, ONLY
GENERAL COUNSEL

(signature)

(signature)

THE PEOPLE OF THE STATE OF NEW YORK ACTING BY AND THROUGH THE NEW YORK STATE CANAL CORPORATION

BY: ROBERT L. MEGNA
EXECUTIVE DIRECTOR

RECOMMENDED
CONTRACTING OFFICER

(signature)

(signature)

APPROVED AS TO FORM AND MANNER OF EXECUTION:

NEW YORK STATE ATTORNEY GENERAL

By: _____
(name of signatory)

Date: _____

(signature)

APPROVED:

NEW YORK STATE COMPTROLLER

By: _____
(name of signatory)

DATE: _____

(signature)

SAMPLE

STATE OF NEW YORK

} SS:

COUNTY OF _____

On the _____ day of _____ in the year 201_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC – STATE OF NEW YORK

STATE OF NEW YORK

} SS:

COUNTY OF ALBANY

On the _____ day of _____ in the year 201_, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT L. MEGNA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as the Executive Director of the New York State Canal Corporation, and that by his signature on the instrument, the individual, acting for and on behalf of the New York State Canal Corporation, executed the instrument.

NOTARY PUBLIC – STATE OF NEW YORK

STATE OF NEW YORK

} SS:

COUNTY OF ALBANY

On the _____ day of _____ in the year 201_, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT L. MEGNA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as the Executive Director of the New York State Canal Corporation, and that by his signature on the instrument, the individual, acting for and on behalf of the New York State Canal Corporation, acting for and on behalf of The People of the State of New York, executed the instrument.

NOTARY PUBLIC – STATE OF NEW YORK

EXHIBIT I

Description
Real Property Reference No. SC060019

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, being part of the lands acquired for the construction of Delta Reservoir under Contract No. 55, Parcel No. 1056-A, and being further described as follows:

BEGINNING at a point in the centerline of Golf Course Road at the southwest corner of said Parcel No. 1056-A and running thence the following five (5) courses and distances along the bounds of said Parcel No. 1056-A:

- 1) N 06° 54' W, 540.49' to a concrete monument found stamped "Monument No. 6", said last described course passing through a capped 5/8" iron re-rod set 38.17' from the centerline of said road; thence
- 2) N 86° 04' 10" E, 152.04' to a concrete monument found stamped "Monument No. 7"; thence
- 3) N 20° 00' 20" E, 430.02' to a concrete monument found stamped "Monument No. 8"; thence
- 4) N 84° 32' 45" E, 301.66' to a concrete Monument found stamped "Monument No. 9"; thence
- 5) N 84° 32' 45" E, 19.34 feet to the westerly high water line of Delta Reservoir; thence the following fifteen (15) courses and distances along said westerly high water line:
 - 1) S 09° 36' 05" W, 40.11' to a point; thence
 - 2) S 19° 27' 05" W, 35.43' to a point; thence
 - 3) S 21° 46' 05" W, 52.68' to a point; thence
 - 4) S 27° 01' 45" W, 54.52' to a point; thence
 - 5) S 18° 30' 25" W, 38.00' to a point; thence
 - 6) S 24° 24' 05" W, 70.19' to a point; thence
 - 7) S 27° 52' 00" W, 36.81' to a point; thence
 - 8) S 20° 50' 25" W, 46.88' to a point; thence
 - 9) S 23° 19' 25" W, 60.62' to a point; thence
 - 10) S 19° 37' 15" W, 73.57' to a point; thence
 - 11) S 21° 49' 50" W, 72.44' to a point; thence
 - 12) S 20° 06' 25" W, 64.42' to a point; thence

13) S 31° 20' 25" W, 49.56' to a point; thence

14) S 18° 31' 50" W, 15.48' to a point; thence

15) S 17° 08' 50" W, 8.50' to a point; thence N 76° 11' 15" W a distance of 280.4 feet to a capped 5/8" iron re-rod set, said last described course passing through a capped 5/8" iron re-rod set a distance of 10 feet from said high water line; thence

S 17° 41' 55" W a distance of 56.25 feet to a capped 5/8" iron re-rod set; thence S 06° 54' E a distance of 322.90 feet to a point in the centerline of Golf Course Road on the south line of Parcel 1056-A, said last described course passing through a capped 5/8" iron re-rod set 25.0 feet from the centerline of said road; thence

S 73° 58' W along the south line of said Parcel 1056-A a distance of 35.45 feet to the point of beginning, containing 4.994 acres of land, more or less, as surveyed by J.D. Plumley Land Surveying on February 6, 2008.

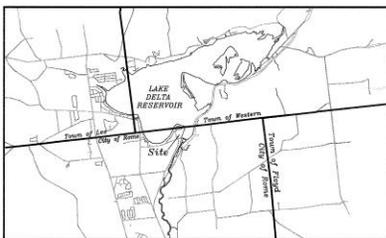
All bearings referred to the True Meridian as established by Contract No. 55, Parcel 1056-A.

SUBJECT to the rights of the public in and to all of the above described premises which lie within the bounds of the public highway known as Golf Course Road.

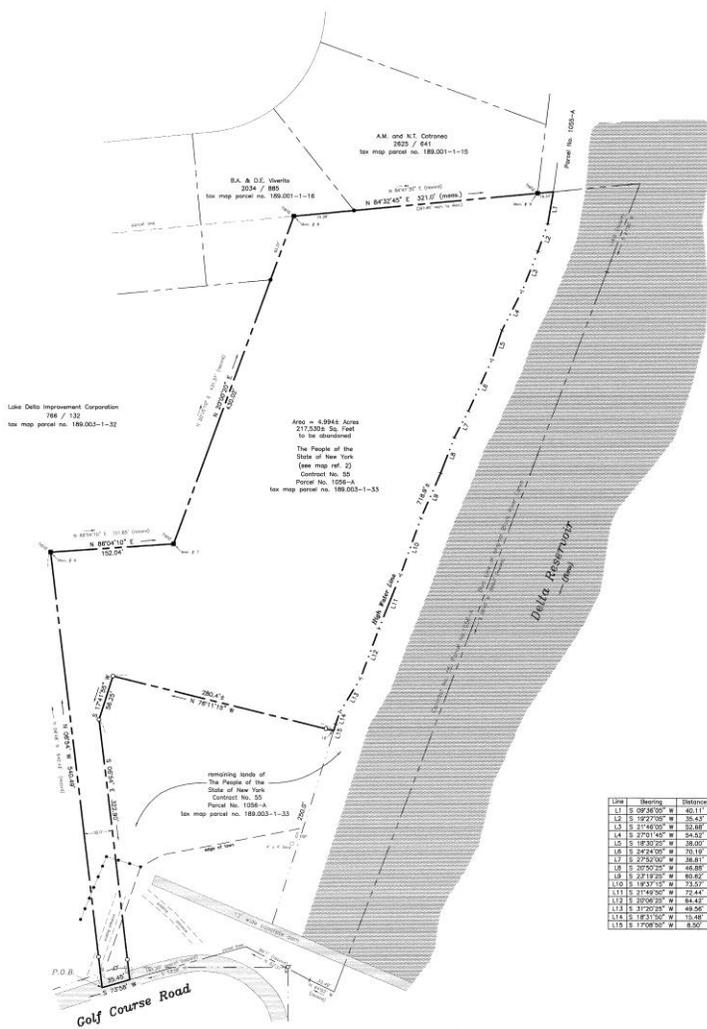
Together with and subject to any and all covenants, easements and restrictions, whether or not of record.

EXHIBIT II

Abandonment Map No. 889



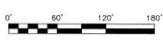
Site Location Map - no scale



| Line | Bearing | Distance |
|------|---------------|----------|
| L1 | S 09°30'00" W | 46.11' |
| L2 | S 19°27'00" W | 38.65' |
| L3 | S 21°48'00" W | 52.00' |
| L4 | S 22°51'45" W | 54.50' |
| L5 | S 18°50'00" W | 38.00' |
| L6 | S 14°45'00" W | 70.10' |
| L7 | S 27°50'00" W | 38.81' |
| L8 | S 30°00'00" W | 46.80' |
| L9 | S 23°15'00" W | 86.65' |
| L10 | S 18°15'00" W | 75.50' |
| L11 | S 21°48'00" W | 72.44' |
| L12 | S 30°00'00" W | 84.40' |
| L13 | S 31°00'00" W | 49.20' |
| L14 | S 18°00'00" W | 71.40' |
| L15 | S 17°00'00" W | 8.50' |

- Legend:**
- ▲ - survey baseline (#00 common spike)
 - - existing canal measurement
 - - abandonment signed 5/8" iron re-rod set
 - - monument used
 - - utility pipe
 - - unmarked utilities

- Map References:**
- 1) Map of Property - Lake Delta Improvement Corporation - same as Title to Abandonment dated October, 1920 and filed in the Onondaga County Clerk's Office January, 28 1921 on Map No. 133.
 - 2) Map of Land to be Appropriated by the State of New York from the water or waters in the Town of Rome, County of Onondaga, N.Y. For the use of the Improved Canals, Chap. 186, Laws of 1908, dated November 14, 1908 Contract No. 55, Parcel No. 1028-A.



- Map revised September 25, 2006.
- Map revised June 25, 2011.
- Map revised July 17, 2013.

Survey Map of part of
**Property Belonging to the
 People of the State of New York**
 Part of Great Lot 33 of
 PONDICK & PONDICK
City of Rome
 Onondaga County, New York

J.D. Flansburg Land Surveying
 P.O. Box 823 - 63 Main Street
 Onondaga, New York 13624
 (315) 246-3388

I hereby certify to the New York State Canal Corporation that this is an accurate map, prepared by me or under my direction and performed in accordance with the New York State Canal Corporation Abandonment Map and Description Procedure (DAP-913)

J.D. Flansburg 7/17/2013
 State License #49793



This sheet being map number 889 shows certain lands and structures abandoned for canal purposes pursuant to section 51 of canal laws, upon execution of the official order.

The 24th day of July, 2013
 Director of Canal Maintenance & Operations

**New York State
 Canal Corporation**
 Map
 Showing Abandoned Canal Lands
 in the City of Rome
 County of Onondaga

Abandonment Map No. 889

APPENDIX A**Standard Clauses For New York State Thruway Authority And
New York State Canal Corporation Procurement Contracts**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (“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 and its agents, successors and assigns, other than the Thruway Authority (“Authority”) or Canal Corporation (“Corporation”), whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority/Corporation and any attempts to assign the contract without the Authority’s/Corporation’s written consent are null and void.

2. **COMPTROLLER APPROVAL.** Unless otherwise provided by resolution of the Authority or Corporation Board, if this contract involves the expenditure of funds for goods or services in excess of \$50,000, or the expenditure of funds for any other purpose in excess of \$15,000, or if, by this contract, the Authority/Corporation agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, this contract shall not be valid, effective or binding upon the Authority/Corporation until it has been approved by the State Comptroller and filed in his office.

3. **WORKERS’ COMPENSATION AND DISABILITY BENEFITS.** 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 State Workers’ Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers’ Compensation Act endorsement must be included.

4. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the State 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, military status, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with State Labor Law §220-e, 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 State Labor Law §230, then, in accordance with §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 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the State 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 State 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 State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State 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 New York State Labor Law shall be a condition precedent to payment by the Authority/Corporation of any Authority/Corporation approved sums due and owing for work done on the project.

6. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that,

at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority/Corporation a non-collusive bidding certification on the Contractor's behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with State Labor Law §220-f, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this 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. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the 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 Authority/Corporation within five (5) business days of such conviction, determination or disposition of appeal.

8. SET-OFF RIGHTS. The Authority/Corporation shall have rights of set-off. These rights shall include, but not be limited to, the Authority's/Corporation'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 by the Contractor to the Authority/Corporation with regard to this contract, or any other contract with the Authority/Corporation, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority/Corporation for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority/Corporation and third parties in connection therewith.

9. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority/Corporation, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority/Corporation will take reasonable steps to protect from public disclosure those

Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority/Corporation official, in writing, that said records should not be disclosed; (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 Authority's/Corporation's right to discovery in any pending or future litigation.

10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Authority/Corporation must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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 State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority/Corporation 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 State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority/Canal Corporation, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority/Corporation 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 Authority/Corporation; or (ii) a written agreement in excess of \$100,000 whereby the Authority/Corporation 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 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract 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, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority/Corporation 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. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

(b) At the request of the Authority/Corporation, 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.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this 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.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such 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 Authority/Corporation will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority/Corporation 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 Authority/Corporation may

waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining thereto.

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 Appendix A, the terms of this Appendix A 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. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

15. **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.

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

17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (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 Authority/Corporation.

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 State Finance Law §165. Any such use must meet with the approval of the Authority/Corporation; 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 Authority/Corporation.

18. 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 State Finance Law §165), and shall permit independent monitoring of compliance with such principles.

19. 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
30 South Pearl Street – 7th Floor
Albany, NY 12245
Phone: (518) 292-5220
Fax: (518) 292-5884
<http://www.esd.ny.gov>

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

NYS Department of Economic Development Minority and Women's Business Development Division
30 South Pearl Street – 2nd Floor
Albany, NY 12245
Phone: (518) 292-5250
Fax: (518) 292-5803
<http://www.esd.ny.gov>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, the Contractor certifies 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 Authority/Corporation;

(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 NYS 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 Authority/Corporation upon request; and

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

20. 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 (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

21. NON-PUBLIC PERSONAL INFORMATION. The 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). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

22. OBSERVANCE OF LAWS. The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

23. NO WAIVER OF PROVISIONS. The Authority's/Corporation's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the

Authority/Corporation of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority/Corporation, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

24. **ENTIRE AGREEMENT.** This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

BIDDER PRE-REGISTRATION FORM

AUCTION OF REAL PROPERTY REFERENCE NO. SC060019

NEW YORK STATE CANAL CORPORATION

This Bidder Pre-Registration Form must be completed by the bidder and received by the Corporation NO LATER THAN 1:00 p.m. on December 21, 2015. Included with the submission of this form must be the completed Bid Envelope containing the completed Bid Form. Note: The Bidder Pre-Registration Form must *not* be placed inside the Bid Envelope; it, along with the Bid Envelope, must be placed inside the separate Return Envelope.

By submission of its bid, the bidder, and, if applicable, the duly authorized agent, hereby affirm(s) and attest(s), under penalty of perjury, that the amount of the bid was arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such bid with any other bidder or with any competitor; and that it has not made, nor shall make, any attempt to induce any other party to bid or not to bid for the purpose of restricting competition. Further, if the bidder's duly authorized agent is signing this Bidder Pre-Registration Form, such agent hereby affirms and attests that he/she has been duly appointed by such bidder to the position entitled hereinbelow, and that, in such capacity, is duly authorized to act on behalf of such bidder and to contractually bind the same.

PLEASE TYPE OR PRINT CLEARLY

| | |
|---|---------------------------------|
| BIDDER IS (check one): <input type="checkbox"/> AN INDIVIDUAL <input type="checkbox"/> A BUSINESS ORGANIZATION <small>(The remaining information that you provide below should correspond with the box that you check.)</small> | |
| BIDDER (state <u>full</u> name of individual; or, if a business organization, <u>exact</u> name and form thereof): | |
| EMPLOYER IDENTIFICATION NUMBER OR (if the bidder is an individual and does not have an EIN) SOCIAL SECURITY NUMBER: | |
| STREET ADDRESS/P.O. BOX: | |
| CITY/STATE/ZIP CODE: | TELEPHONE NO. (with area code): |
| DULY AUTHORIZED AGENT, IF APPLICABLE (state <u>exact</u> name and title and, if applicable, attach hereto documentation required under section 2.5 of the Auction bid packet): | |
| NAME: | TITLE: |
| SIGNATURE OF BIDDER OR DULY AUTHORIZED AGENT: _____ | |

FOR AUTHORITY USE ONLY

| | |
|---------------------------------------|-------------------------|
| REGISTERED RECEIVED ON: / /2015 | BIDDER NUMBER ASSIGNED: |
|---------------------------------------|-------------------------|

**AFFIDAVIT OF AUTHORITY
TO
EXECUTE REAL PROPERTY DOCUMENTS**

The undersigned _____ [name of authorized person], in his/her capacity as _____ [title of authorized person] (referred to hereinafter as “Affiant”), personally appeared and, being first duly sworn upon oath said:

1. This affidavit is being executed and submitted on behalf of _____ [name of individual/business organization] (referred to hereinafter as “Principal”), an individual; or a(n) _____ [legal form of business organization, *e.g.*, corporation, partnership, limited liability company, etc.], in good standing in the state of New York.
2. It is in the interest of the Principal to purchase certain real property (referred to hereinafter as “Property”) located in the City of Rome, county of Oneida, and state of New York, identified by the New York State Canal Corporation (referred to hereinafter as “Corporation”) as Real Property Reference No. SC060019, and as shown on the Corporation’s Abandonment Map No. 889; and to take all actions necessary for, and to execute any and all documents associated with, such purchase.
3. Affiant is duly authorized to execute such real property documents on behalf of the Principal and to bind the Principal to the same. Such authorization includes, but is not limited to, explicit authorization to bid for, and to execute agreements in connection with, the purchase and sale of the Property, and to execute all documents required by the Corporation in connection with New York State Finance Law §§ 139-j and 139-k.
4. Affiant is not prohibited or limited by the Principal’s governing documents or by any applicable law from bidding in an auction for the sale of the Property, or from taking any action in connection therewith, including, but not limited to, executing all documents related to the purchase and sale of the Property.
5. Affiant shall notify the Corporation within one (1) business day of any change(s) affecting his/her authorization to bid and/or execute real property documents on the Principal’s behalf, including, but not limited to, the termination of such authorization to execute real property documents.

6. Affiant is providing this Affidavit with the knowledge that the Corporation will be relying on it prior to entering into any agreement with the Principal for the purchase and sale of the Property.
7. Affiant affirms that he/she is aware that to knowingly swear and subscribe to a false statement may constitute a misdemeanor pursuant to New York Penal Law § 210.35 or § 210.45.

AFFIANT'S NAME

AFFIANT'S SIGNATURE

STATE OF NEW YORK

COUNTY OF _____ } SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____ who personally appeared, and who having proved to me on the basis of satisfactory evidence to be the affiant whose name is subscribed hereinabove, affirmed, declared, and swore that the statements and representations made hereinabove were, to the best of his/her knowledge and belief, accurate, correct, and true.

NOTARY PUBLIC

New York State Thruway Authority/New York State Canal Corporation

Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence

Chapter 1 of the Laws of 2005, as amended (referred to as the “Lobbying Law”), set forth in the Legislative Law and State Finance Law specific requirements relative to lobbying on government procurements and procurement contracts. More specifically, the Lobbying Law created two new sections in the State Finance Law: Section 139-j addresses restrictions on “contacts” during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of offerers¹ during the procurement process. In this regard, a procurement contract means a contract or agreement (including an amendment, extension, renewal or change order to an existing contract where such amendment, extension, renewal or change order is not authorized and payable under the terms of the contract) involving an estimated annual expenditure in excess of \$15,000 for a commodity, service, technology, public work, or construction; purchase, sale, lease, or acquisition of real property; or revenue contract.

In conformity with the Lobbying Law, during the restricted period² for an Authority/Corporation procurement, an offerer may only make permissible “contacts” regarding such procurement, which means that the offerer shall contact only the Authority/Corporation designated contact person(s) for that procurement. In this regard, “contact” means any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s conduct or decision regarding the Authority/Corporation procurement. Exceptions to this rule include:

- submission of a written proposal in response to a Request for Proposals (RFP), Invitation for Bids (IFB) or any other solicitation method;
- submission of written questions as part of an RFP, IFB or other solicitation method where all written questions and written responses will be provided to all offerers;
- participation in a pre-proposal or pre-bid demonstration, conference or other exchange of information open to all bidders scheduled as part of an RFP, IFB or other solicitation process;

¹ An individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts the Authority/Corporation about a procurement during the restricted period whether or not the caller has a financial interest in the outcome of the procurement. A governmental agency or its employees that communicates with the Authority/Corporation regarding a procurement in the exercise of its oversight duties shall not be considered an offerer.

² The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals (RFP), Invitation for Bids (IFB), or solicitation of proposals, or any other method for soliciting responses from offerers intending to result in a procurement contract with the Authority/Corporation, and ending with the final contract award and approval by the Authority/Corporation, and, where applicable, the State Comptroller.

- written complaints that the Authority/Corporation designated contact for a procurement fails to respond in a timely manner to authorized offerer contacts;
- negotiation of procurement contract terms with the Authority/Corporation following tentative award;
- contacts between designated Authority/Corporation staff and an offerer to request the review of a procurement contract award;
- communications with the Authority/Corporation regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney or State Comptroller; and,
- communications between Authority/Corporation staff and offerers that solely address the determination of vendor responsibility.

An offerer shall not, under any circumstance, attempt to influence an Authority/Corporation procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of state agencies, public authorities and public benefit corporations, members of the New York State Legislature, and Legislative employees.

An offerer who contacts the Authority/Corporation designated contact person for a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact, and whether the person/organization making the contact is the offerer or is retained, employed or designated by or on behalf of the offerer to appear before or contact the Authority/Corporation about the procurement.

An offerer that submits a proposal, bid or other response to an Authority/Corporation RFP, IFB or other solicitation method must: certify that it understands and agrees to comply with these Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence; and disclose whether any governmental entity has, within the prior four years, found the offerer non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. Further, all Authority/Corporation procurement contracts will contain: a certification by the offerer that all information provided to the Authority/Corporation with respect to the Lobbying Law is complete, true and accurate; and a provision authorizing the Authority/Corporation to terminate the contract in the event such certification is found to be intentionally false or incomplete.

The Authority/Corporation will investigate all allegations of violations of the Authority/Corporation Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. A finding that an offerer has knowingly and willfully committed such a violation may result in a determination that the offerer and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four years of the first such determination may render the offerer and its subsidiaries ineligible to submit a bid or proposal or be awarded a procurement contract for four (4) years from the date of the second determination. The Authority/Corporation will notify the New York State Office of General Services (“OGS”)

of any determinations of non-responsibility or debarments due to violations of the Lobbying Law.

These Guidelines and related forms are available on the Authority's website, www.thruway.ny.gov, under Purchasing Services; Forms, Guidelines and Reports section; Lobbying Law Forms & Guidelines or on the Corporation's website, www.canals.ny.gov, under the Doing Business section. Copies of Sections 73 and 74 of the Public Officer's Law are also available on the Authority/Corporation websites. If you require further guidance on the new Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at www.ogs.state.ny.us/aboutogs/regulations/defaultadvisorycouncil.html, where the Lobbying Law and the Guidelines on Procurement Lobbying (Frequently Asked Questions) adopted by the Council are posted.



**CERTIFICATE OF COMPLIANCE WITH THE AUTHORITY/CORPORATION GUIDELINES
 REGARDING PERMISSIBLE CONTACTS DURING A PROCUREMENT AND THE
 PROHIBITION OF INAPPROPRIATE LOBBYING INFLUENCE**

To protect the integrity and fairness of the procurement process and maintain public confidence in the Thruway Authority/Canal Corporation's (Authority/Corporation) stewardship role, all Authority/Corporation procurement decisions must be based on the merits of proposals, free of any inappropriate lobbying influence. Toward that end, the Authority/Corporation has adopted Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335), Guidelines with which all vendors/firms/proposers must comply. A copy of these Guidelines is available in the Purchasing Services section of the Authority's website at www.thruway.ny.gov or in the Doing Business section of the Corporation's website at www.canals.ny.gov. Further, Authority/Corporation funds may not be used to reimburse a vendor/firm for its outside lobbying expenses. Authority/Corporation payments made under a contract cannot be used to pay outside lobbying costs and a vendor/firm is prohibited from seeking reimbursement of such costs.

Certification

The undersigned certifies that the vendor/firm/proposer has read, understands and agrees to comply with the Authority/Corporation Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335). Further, the undersigned certifies that the vendor/firm/proposer will not utilize Authority/Corporation payments made under a contract or agreement, including an amendment, extension, renewal or change order to an existing contract, to pay outside lobbying expenses and will not seek reimbursement of such costs. The undersigned also certifies that he or she is authorized to bind the vendor/firm/proposer contractually.

| | |
|------------------|---------------|
| Contract No. | Description |
| Vendor/Firm Name | Telephone No. |
| Print Name | Title |
| Signature | Date |



**New York State Finance Law Sections 139-j and 139-k
Disclosure of Prior
Non-Responsibility Determinations**



Contract/Project/Transaction Description:

Contract # (if applicable): _____ Date: _____

Name of Offerer/Applicant: _____

Address: _____

Name and Title of Person Submitting this Form
(if different from above): _____

Has any governmental entity* made a finding of non-responsibility regarding the Offerer/Applicant in the previous four years where:

the basis for the finding of the Offerer/Applicant's non-responsibility was due to a violation of State Finance Law Section 139-j? No Yes

the basis for the finding of the Offerer/Applicant's non-responsibility was due to the intentional provision of false or incomplete information to a governmental entity? No Yes

If yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility (attach additional sheets if necessary):

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law Section 139-k is complete, true and accurate.

By: _____
Signature

_____ Date

_____ Name (please print)

() - Telephone No.

_____ Title

* A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the Public Authorities Law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the Governor or who serves as a member by virtue of holding a civil office of the State; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

For engineering agreements and construction contracts, submit this form to the Department of Engineering, P.O. Box 189, Albany, 12201-0189. All other form submissions should be forwarded to the address listed on the solicitation material or application.

If you have any questions, please call the contact person listed on the solicitation material or application.