



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

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(315) 798-5901

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Michael J. Hennessy  
Minority Leader

## COMMUNICATIONS FOR DISTRIBUTION JUNE 11, 2008 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2008-310 . . .	Public Works, Ways & Means .....	2-4
2008-311 . . .	Human Resources, Ways & Means .....	5-6
2008-312 . . .	Education, Youth & Agriculture, Ways & Means .....	7-10
2008-313 . . .	Public Health, Ways & Means .....	11-13
2008-314 . . .	Public Works, Ways & Means .....	14-24
2008-315 . . .	Economic Development & Tourism, Ways & Means .....	25-26
2008-316 . . .	Public Works, Ways & Means .....	27-28
2008-317 . . .	Resolution to Follow .....	29
2008-318 . . .	Ways & Means .....	30-33
2008-319 . . .	Human Resources, Ways & Means .....	34-36
2008-320 . . .	Human Resources, Ways & Means .....	37-39
2008-321 . . .	Public Works, Ways & Means .....	40-41
2008-322 . . .	Economic Development & Tourism, Ways & Means .....	42-43
2008-323 . . .	Ways & Means .....	44
2008-324 . . .	Read & Filed .....	45
2008-325 . . .	Internal Affairs, Ways & Means .....	46-52

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

JOHN J. WILLIAMS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6200  
Fax: (315) 768-6299

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

May 16, 2008

7/2008-310

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

**PUBLIC WORKS**

**WAYS & MEANS**

Dear County Executive Picente,

Abatement of asbestos containing materials and subsequent renovation of the 5th floor in the County Office Building requires that the entire floor be vacated. There is space elsewhere in the building for all departments with the exception of the Youth Bureau.

Therefore, the Department of Public Works negotiated a proposed lease amendment for additional office space on the third floor of 209 Elizabeth St. (a.k.a. the Paul Building). The amendment would provide 1,450 square feet of additional office space at a rate of \$11,592.00 per year or approximately \$7.99 per square foot per year.

Please consider the enclosed amendment agreement at your earliest convenience. Please note that a June 1, 2008 start/occupancy date is noted in the amendment. Due to unexpected delays in negotiations with the landlord we realize that it may not be possible to meet this schedule. However, please process the amendment agreement as soon possible and if Board action is required please request full Board consideration by **June 11, 2008**.

Thank you for your support.

Sincerely,

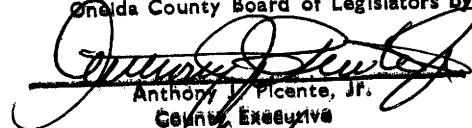


John J. Williams  
Commissioner of Public Works

cc: Mark E. Laramie, P.E., Deputy Commissioner

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 JUN -3 AM 11:19

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



Anthony J. Picente, Jr.  
County Executive

Date: 5/2/08

THIRD AMENDMENT AGREEMENT

Amendment of lease dated the 12 day of May, 2008 by and between Property Management Co., Inc. (formerly known as CG Properties), with offices located at 502 Burnet St., Utica, NY 13501, hereinafter referred to as "Lessor" and Oneida County, a municipal corporation organized under the laws of the State of New York, with principal offices located at 800 Park Ave., Utica, NY 13501, hereinafter referred to as "Lessee"

WITNESSETH

WHEREAS, the Lessor and the Lessee entered into a lease agreement ("original lease") on or about August 1997 for the rental of office space on the first and second floors of the Lessor's building located at 209 Elizabeth Street, Utica, New York (Paul Building), for the use and occupancy of Lessee's Workforce Development and Social Services departments; and

WHEREAS, the original lease was modified on or about April 2002 to include additional rental space on the third floor of the aforesaid building (first amendment to lease"); and

WHEREAS, the original lease was modified on or about August 2003 to adjust space leased on the second floor and adjust minimum rent for first and second renewal terms ("second amendment of lease"); and

WHEREAS, the Lessee now wishes to lease from Lessor approximately 1,450 square feet of additional space on the third floor; and

WHEREAS, the parties desire to modify the original Lease accordingly, and have reached an understanding in that regard and this instrument is intended to formalize that understanding.

NOW, THEREFORE, in consideration of the foregoing, the original lease and all of the amendments thereto shall be further amended as follows:

1. Effective June 1, 2008, the demised premises leased to the Lessee on the third floor of the Paul Building shall be increased from 2,400 square feet to 3,850 square feet.

3.

- 2. Effective June 1, 2008, the minimum rent due during the second renewal term shall be increased to the sum of Thirteen Thousand-Nine Hundred-Sixty Nine dollars and Thirty-Four cents (\$13,969.34) per month, an increase of Nine Hundred Sixty Six dollars (\$966.00) per month.
- 3. Lessor agrees to replace any worn, wrinkled or stained carpeting, replace light lenses/fixtures, clean, paint and otherwise make the aforementioned additional space on the third floor suitable for occupancy as shall be mutually agreed upon by Lessor and Lessee.
- 4. Lessor agrees to renovate, at its own expense, the aforementioned additional space on the third floor to provide a conference room as mutually agreed upon by Lessor and Lessee.
- 5. All other terms and conditions of the original lease and any amendments thereto remain unchanged and in effect, except to the extent that same are amended herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Third Amendment to Lease Agreement on the day and year first above written.

Oneida County

Property Management Co., Inc.

by:

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

by:

\_\_\_\_\_  
 Mary J. Gaetano

Approved as to Form

\_\_\_\_\_  
 Oneida County Attorney





**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building 800 Park Avenue Utica, NY 13501

May 27, 2008

*7/12008-311*

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

**HUMAN RESOURCES**  
**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 JUN -2 PM 1:39

Dear Mr. Picente:

The Heap Program has received additional funding for the administrative portion of the program, in the amount of \$448,023. The Heap Program provides assistance to low income families in reducing the burden of rising energy costs. Even though the state has taken over the processing of Heap vendor payments, it is still the responsibility of the counties to process applications and determine eligibility for all county recipients. This is a federally funded program, with no local share.

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

To:	A6015.102	Temporary Help	\$ 160,000
	.103	Overtime	5,000
	.109	Salaries, Other	10,000
	.495	Other Expenses	15,000
	.810	Retirement	32,000
	.830	Social Security	9,000
	.850	Unemployment Insurance	11,000
Total			\$ 242,000

Offset by unanticipated revenue in:		
A4615.01	Federal Aid – Heap	\$ 242,000

The remaining administrative allocation will be used to reimburse indirect costs incurred in other cost centers.

Sincerely,

Lucille A. Soldato  
Commissioner

Cc: T. Keeler

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

Anthony J. Picente, Jr.  
County Executive

Date 5-28-08

5.

## Reference #6

15-Feb-08

## REVISED 2006-07 HEAP ADMINISTRATIVE ALLOCATIONS

DISTRICT	CURRENT 2007-08 ALLOCATION	ADDITIONAL ALLOCATION CONTINGENCY FUNDING	REVISED 2007-08 ALLOCATION
ALBANY	\$389,036	\$153,507	\$542,543
ALLEGANY	\$132,164	\$48,084	\$180,248
BROOME	\$330,791	\$121,451	\$452,242
CATTARAUGUS	\$239,097	\$94,046	\$333,143
CAYUGA	\$203,885	\$83,483	\$287,368
CHAUTAUQUA	\$442,813	\$172,871	\$615,684
CHEMUNG	\$214,748	\$82,266	\$297,014
CHENANGO	\$135,945	\$52,948	\$188,893
CLINTON	\$247,764	\$105,143	\$352,907
COLUMBIA	\$75,235	\$26,142	\$101,377
CORTLAND	\$130,646	\$52,181	\$182,827
DELAWARE	\$112,451	\$42,568	\$155,019
DUTCHESS	\$154,084	\$57,954	\$212,038
ERIE	\$2,896,303	\$1,230,180	\$4,126,483
ESSEX	\$85,275	\$31,242	\$116,517
FRANKLIN	\$158,307	\$67,070	\$225,377
FULTON	\$189,718	\$79,348	\$269,066
GENESEE	\$108,409	\$41,442	\$149,851
GREENE	\$105,986	\$42,228	\$148,214
HAMILTON	\$9,414	\$2,725	\$12,139
HERKIMER	\$161,610	\$58,382	\$219,992
JEFFERSON	\$236,283	\$94,372	\$330,655
LEWIS	\$75,146	\$29,128	\$104,274
LIVINGSTON	\$106,756	\$41,384	\$148,140
MADISON	\$154,355	\$61,774	\$216,129
MONROE	\$961,761	\$363,173	\$1,324,934
MONTGOMERY	\$179,544	\$76,873	\$256,417
NASSAU	\$182,700	\$47,698	\$230,398
NIAGARA	\$504,402	\$197,369	\$701,771
ONEIDA	\$687,932	\$281,292	\$969,224
ONONDAGA	\$857,800	\$340,338	\$1,198,138
ONTARIO	\$124,921	\$45,789	\$170,710
ORANGE	\$274,387	\$112,571	\$386,958
ORLEANS	\$104,208	\$41,384	\$145,592
OSWEGO	\$262,568	\$101,711	\$364,279

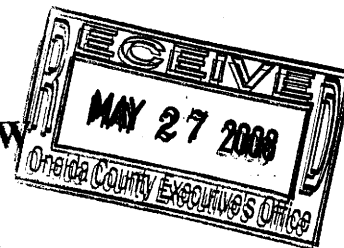
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**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax (315) 798-5603



**LINDA M.H. DILLON**  
COUNTY ATTORNEY

*JW 2008-312*

**EDUCATION, YOUTH & AGRICULTURE**

**WAYS & MEANS**

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

May 23, 2008

RE: Cooperative Extension-Rural Economic Development position

Dear Mr. Picente:

Enclosed is a proposed contract with Cornell Cooperative Extension for the funding of a Rural Economic Development position. I am advised that the proposed contract reflects an understanding reached in discussions with CCE and some legislators. Essentially, the person hired would be available to assist localities as more fully set forth in the contract.

If acceptable please forward it to the Board for approval.

Thank you.

*HJS/maw*  
Very truly yours,

Harris J. Samuels  
Assistant County Attorney

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

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

Date 5-28-08

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 JUN -2 PM 1:39

*7.*

**MEMORANDUM OF AGREEMENT**  
**Between the County of Oneida &**  
**Cornell University Cooperative Extension of Oneida County**  
**January 1, 2008**

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This agreement for the period of January 1, 2008 to December 31, 2008, between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business at 800 Park Avenue, in the City of Utica, Oneida County, New York, hereinafter referred to as "Oneida County"; and Cornell Cooperative Extension Association of Oneida County, an association duly organized and approved by Cornell University, with its principal offices located at the Farm and Home Center, 121 Second Street, Oriskany, New York, hereinafter referred to as "CCE".

This program first authorized on \_\_\_\_\_, in resolution # \_\_\_\_\_ includes the staff position of a Rural Development Specialist.

Now therefore, in consideration of the promises and mutual covenants made herein Oneida County and the CCE hereby agree that CCE will administer the Rural Economic Development Program, which within the available funds provided by the County, includes the following responsibilities:

Primary role is to build the capacity of local communities to address community development needs. Responsible for representing Cornell Cooperative Extension and the Oneida County Board of Legislators by working with Cornell Faculty, local government, elected officials, businesses, agencies, and citizens to achieve project goals and objectives. This includes functions, such as but not limited to: developing partnerships necessary to implement projects; researching potential sources of federal, state, and private funding; facilitating grant writing and other capacity building skills; and handling public relations.

Essential Job functions as follows:

**Issue Area Program Development and Priority Setting Accountabilities 5%**

- *Assist municipalities in identification of community specific project problems / opportunities*
- *Build community capacity among the municipalities, empowering them to better help themselves, especially in terms of successful completion of projects.*
- *Identify common community development needs and matching them with appropriate resources and delivery methods*

**Program Management and Coordination Accountabilities 45%**

- *Serve as a catalyst for project completion, including facilitation of grant writing and technical assistance in grant administration.*
- *Facilitate inter-community cooperation and communication*
- *Monitor and report progress of projects on a monthly basis*



- *Communicate regularly, at least monthly, with AED Board, the Oneida County Department of Planning, the Local Government Education Committee, the County Board of Legislators as deemed appropriate, and other related partner organizations as required.*

**Subject Matter Resource and Program Delivery Accountabilities 20%**

- *Continuous research and networking for resources that can benefit any rural community project.*
- *Identify and share “best practices” with municipal, project leaders, and interested citizens through varied delivery methods.*
- *Problem solve; tailor assistance to meet project needs – identify alternatives.*
- *Provide technical assistance, e.g. planning, grant writing, training, and evaluation.*

**Research and Program Evaluation Accountabilities 10%**

- *Oversee evaluation of projects and the entire program*
- *Collaborate on and/or pursue CU research funding and research opportunities in keeping with the mission and vision of the program.*

**Administrative Management Accountabilities (Finance, Budget) 15%**

- *Monitor expenditures, accountable to CCE and AED Boards for an accurate accounting of program funds*

**Professional Improvement 5%**

- *In cooperation with supervisor, jointly develop and pursue a professional development plan as a means to increase competencies relative to position accountabilities and to address change in programming and association priorities.*

The annual payment of \$50,000.00 will be made to CCE in two equal installments. The first installment of \$25,000.00 will be paid after January 1<sup>st</sup>, and the second installment of \$25,000.00 will be paid on July 1.

CCE shall be responsible for managing all contract funds, including the preparation of progress reports, accounting and record keeping, undertaking financial audits necessary to satisfy Oneida County financial requirements. Said records, documents and reports shall be available to the County for inspection as requested.

The Rural Economic Development Specialist shall be at all times relevant herein an employee of CCE and shall not be entitled to any of the benefits afforded employees of Oneida County. Such benefits include, but are not limited to pension, sick leave, personal leave, hospital and medical coverage.

A Rural Development Advisory Board will be established to develop and monitor the programmatic activities of this position. This Board shall consist of a minimum of six and maximum of eight individuals including, two legislative representatives appointed by the County governing body, the Cornell Cooperative Extension Executive Director or

9.

his/her designee, and the County Executive's office may appoint one County staff person to serve on this board at his/her discretion.

CCE agrees to indemnify and hold harmless the County, its agents and employees from and against any liability for all claims, losses, damages and expenses to the extent such claims, losses, damages, and expenses are caused by CCE, its agents or its employee's acts, errors or omissions. A 2008-10 Plan of Work for this position will be created, approved and monitored by the Rural Development Advisory Board. A written report of the progress of the Rural Development Program will be submitted to the County Executive annually by January 31<sup>st</sup> of the reporting year.

COUNTY OF ONEIDA:

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

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

CORNELL COOPERATIVE EXTENSION

By: *Kenneth A. Brewer*  
Kenneth Brewer, President

Date: *5/16/08*

Approved as to form  
Oneida County Attorney

*Harri J. [Signature]*

Date: *5/21/08*

*10.*

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138



May 23, 2008



**Public Health**  
Prevent. Promote. Protect.

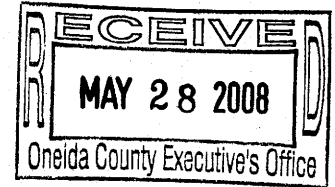


Anthony J. Picente Jr., County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

7/12/08-313

## PUBLIC HEALTH

## WAYS & MEANS



Dear Mr. Picente:

The Health Department's *Diagnostic and Treatment Clinic* performs health screening and health promotion activities, along with diagnosis and treatment or referral for treatment. Due to the increasing cost of pharmaceuticals, we anticipate a shortage in that account that procures vaccines.

To accommodate this increase we are requesting the following supplemental appropriation for the 2008 fiscal year.

To: A4012.447 – Other Expenses..... 25,000

This appropriation will be supported by revenue in A2280 – Refugee Testing for \$25,000.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Nicholas A. DeRosa  
Director of Public Health

cc: Keeler, Director of Budget

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 JUN -3 AM 11:20

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

Anthony J. Picente, Jr.  
County Executive

Date: 6/6/08

**ONEIDA COUNTY DEPARTMENT OF HEALTH**

**Date: 05-23-08**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**APPROPRIATION / SUMMARY**

**Appropriation X**  
**Transfer**  
**Fiscal Year 2008**

**1.) Appropriation or Transfer Description –**

**Cost Center: Public Health-Clinic/ A4012**

**To: Pharmaceuticals..... 25,000**

**2.) Activity or Service –**

**The acquisition of vaccines, see below.**

**3.) Client population to be served –**

**Vaccines are provided to children and adults at various sites throughout the county. Immunizations include those needed for green card status. In 2007, 287 persons were assisted by immunization staff for Green Card requirements, an increase of 3% from 2006 (279). We hold a weekly travel clinic which provides counseling and immunizations for persons traveling to countries with special vaccine requirements. Services for this specialty clinic increase by over 43% from 209 to 300 in 2007.**

*12.*

**4.) Explanation of Appropriation /Transfer –**

**With the increased in the cost of pharmaceuticals couple with an increase in services outlined above we are in need of additional funds in our A4012.447 - Pharmaceuticals account.**

**5.) Funding Source –**

**We can support this appropriation by the increase in the number of Refugee Health assessments which we are reimbursed at \$286.75. Due to the large number of refugees arriving the revenue has exceeded expectations.**

**Oneida County Department Staff Comments:**

13.

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

JOHN J. WILLIAMS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6200  
Fax: (315) 768-6299

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

May 27, 2008

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

7/12008-314  
**PUBLIC WORKS**  
**WAYS & MEANS**


Dear County Executive Picente,

Enclosed is a proposed Agreement of Lease by and between Oneida County and Adirondack Scenic Railroad for space located in the Boehlert Center at Union Station, Utica, NY. This agreement would allow the Adirondack Scenic Railroad to occupy office space as shown on Exhibit A of the proposed agreement for the purpose of ticket sales and general administration.

Please consider the enclosed lease amendment at your earliest convenience and if acceptable forward to the Oneida County Board of Legislators for consideration.

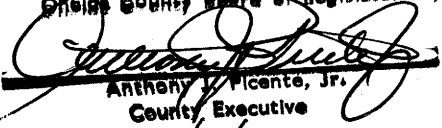
Thank you for your support.

Sincerely,

  
John J. Williams  
Commissioner of Public Works

cc: Mark E. Laramie, PE, Deputy Commissioner  
File  
RF

RECEIVED  
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2008 JUN -3 AM 11:19

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 6/2/08

This Agreement of Lease made the \_\_\_\_\_ day of \_\_\_\_\_, 2008

WITNESSETH That the County of Oneida, a municipal corporation organized under the laws of the State of New York, hereinafter called Lessor, hereby leases to the Adirondack Scenic Railroad, 321 Main Street, Utica, New York 13501 hereinafter called the Lessee, in consideration of the rents to be paid and of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed, the following described premises:

All that certain space located in and adjacent to the Lessor's Union Station Building, 321 Main Street, City of Utica, County of Oneida and State of New York, as shown on Exhibit A attached herewith and made a part hereof.

The above described premises, together with any and all buildings or other structures and improvements thereon owned by Lessor are hereinafter referred to as the demised premises.

Lessee shall not use or occupy the demised premises for any purpose other than train ticket sales and associated gift shop and offices in conjunction with Lessee's business.

#### LESSOR'S FACILITIES

1. Lessor hereby reserves unto itself and its licensees the right and easement to construct, use, operate, maintain, repair and review any pipe, conduit or tunnel and any electric communication or signal transmission lines, together with poles and guys therefore, and any other facilities of like character, as may now exist or may hereafter be placed upon, under or over the demised premises it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses. Lessee shall occupy and use the demised premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of the business of Lessor or of its licensees and tenants or with any structures or facilities appurtenant to the business of Lessor or its licensees and tenants.

#### TERM/RENT AND ADJUSTMENTS

2. Lessee shall hold the demised premises commencing on June 1, 2008 and ending December 31, 2012 unless sooner terminated as hereinafter provided.

Rental payment shall be as follows.

Period	Annual Payment	Monthly Payment
July 1, 2008 - December 31, 2008	\$1,350.00	\$225.00
January 1, 2009 - December 31, 2009	\$2,760.00	\$230.00
January 1, 2010 - December 31, 2010	\$2,820.00	\$235.00
January 1, 2011 - December 31, 2011	\$2,880.00	\$240.00
January 1, 2012 - December 31, 2012	\$2,940.00	\$245.00

15-

Such rents shall be payable to the Lessor in monthly payments the first of which is due June 1, 2008 with the remaining monthly payments due on the first day of each month thereafter.

In recognition that Lessee operates a non winter seasonal attraction, the Lessor reserves the right to renegotiate the appropriate provisions of this lease if winter operations are requested by the Lessee. If, during the term of the lease, extraordinary events occur such as national or state directives and procedures that the Lessor is required to follow for security purposes, the parties agree to further negotiations regarding rent increases over and above the rent in effect at the time based on additional operating costs experienced by the Lessor.

#### ASSIGNMENT

3. The Lessee shall not assign this lease, or sublet the premises or any part thereof, or make any alterations therein, or any additions thereto without the written consent of the Lessor. All additions, permanent fixtures or improvements which may be made by the Lessee, except movable office furniture or other removable fixtures, shall become the property of the Lessor and remain upon the premises as a part thereof and be surrendered with the premises at the termination of this lease.

#### UTILITIES/SERVICES

4. Lessor agrees to furnish Lessee with heat and electricity. The Lessor also will provide janitorial services and maintenance of waiting room and public bathrooms, hallways and entrances. The Lessor will not maintain Lessee's space. Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, solid waste removal from dumpster containers and security for the common areas. Lessee shall not utilize electricity supplied to the demised premises for electrical space heaters or air conditioning units or any additional electrical connections without written consent of Lessor. The Lessor shall not be responsible for any loss of income or suspension of Lessee's service due to a delay or loss of electric service to the demised premises unless the proximate cause for such loss of income or suspension of service is the Lessor's own negligent act or omission.

#### TELEPHONE SERVICE

5. The Lessee shall have the right to have telephone service installed at the Lessee's own expense. Lessee, upon termination of this agreement, shall have the right to remove any telephone(s) which are the Lessee's property on the demised premises. Establishment of a telephone service shall first be approved by the Lessor to assure proper installation and location thereof and such approval shall not be unreasonably delayed, withheld or conditioned.



### MACHINERY AND EQUIPMENT

6. The Lessee is hereby authorized to install all machinery and equipment for its operation on/at such demised premises; such machinery and equipment installed by the Lessee shall at all times remain the property of the Lessee, notwithstanding the terms of Section 3, ASSIGNMENT, and at no time will such items be considered a fixture or appurtenance of the Lessor's property. At the termination of the lease or any renewal period thereof, the Lessee agrees to remove all items installed, and the Lessor agrees that the Lessee is so entitled. If such removal is not completed by the Lessee within a reasonable period of time, then the Lessor shall have the authority to so remove, charging the expense of such removal, as well as reasonable storage fee, to the Lessee. The Lessor shall have the option of pursuing its appropriate legal remedies to collect such expenses, or, following 120 days after such removal by the Lessor, the Lessor may sell any of such items in storage in order to pay for such expenses, forwarding the surplus if any, to the Lessee providing the Lessor must give the Lessee at least thirty (30) days written notice thereof and an opportunity to remove said items within that thirty-day period. In the event that any items attached to the realty are allowed to be removed, the Lessee shall put the premises back in the condition that existed prior to their installation or in a manner acceptable to the Lessor.

### ACCEPTANCE OF PREMISES/DUTY TO REPAIR

7. Lessee hereby accepts the demised premises in the condition they are in at the beginning of this lease, and agrees to maintain the said premises in the same condition, order and repair as they are at the commencement of said term excepting only reasonable wear and tear arising from the use thereof under this agreement, and excepting such change in condition, order and repair as may be incident to the rehabilitation of the property, and to make reparations to the Lessor immediately upon demand, any damage to water apparatus, or electrical lights or any fixtures, appliances or appurtenances of said premises, or damages to the structure of the building caused by any act of neglect of the Lessee, or of any person or persons in the employ of the Lessee or persons acting on the authority or at the direction of the Lessee.

### RENOVATIONS

8. It is agreed between the parties that the premises leased under this agreement can be renovated to suit the Lessee's needs. Furthermore, Lessee agrees to construct a wall separating the demised premises from space not included in this agreement. It is mutually understood and agreed that the cost of such renovations will be borne fully by the Lessee. Such renovations may only be made by the Lessee following a review of and with the written approval by the Lessor of the proposed renovations, and such approval shall not be unreasonably delayed, withheld or conditioned. If, during such renovations, existing hazardous materials (i.e. asbestos) are discovered, then abatement of such condition shall be made at the Lessee's expense in accordance with any applicable statutes, laws, ordinances, and permits.

#### ACCESS BY HANDICAPPED

9. At all times during the term of this lease, those portions of the Union Station property which are made available to the Lessee as an adjunct to or part of or along the way to the means of ingress and egress to the demised premises shall remain handicapped accessible and safe for the use of Lessee's employees, agents and invitees.

#### OPERATIONS

10. The Lessee shall have the right to operate within the leased premises train ticket sales and associated gift shop and offices including associated exhibits, displays, and sales. No other unrelated activities are permitted.

#### ACCESS TO PREMISES BY LESSOR

11. Lessee agrees that Lessor, its agents and/or employees, shall have the right to enter into and upon the premises or any part thereof, at all reasonable hours for the purpose of examining the same or making emergency repairs or alteration as may be necessary for the safety and preservation thereof. Further, Lessee agrees that Lessor, its agents and/or employees shall have the right to enter into or upon the premises or any part thereof as necessary in order to effectuate any rehabilitation of the premises, to the extent that such right does not interfere with the Lessee's use and enjoyment of the premises.

#### DAMAGES TO LESSEE'S PROPERTY

12. All personal property placed or moved in the premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee's employees arising from any cause (other than such causes as might be attributable to the negligence of the Lessor, or its agents or employees) or from any act of negligence of any co-tenant or occupants of the building or of any other person whosoever, as from any act of theft, vandalism, malicious mischief or similar occurrence.

#### DAMAGE TO LESSOR'S PROPERTY

13. The Lessee shall be responsible for all damages to the premises subject to the lease agreement caused by the negligence of Lessee or any of his agents or employees in the normal operation of the premises subject to this lease agreement; and shall further be responsible for all damage caused to the said premises through the negligence of the Lessee or any of its agents, employees, or invitees; and shall be further responsible for all damages caused to the demised premises by the malfunctioning any equipment or other property used by or in the possession of the Lessee and due to Lessee's negligence and not the property of or in the care and custody of the Lessor. The Lessee shall report to the Lessor any damages to said demised premises no later than the ten (10) working days following the day upon which such damage was discovered.

#### RIGHT TO REPAIR

18.

14. The Lessee reserves the right and agrees to repair said premises within a reasonable period of time through the use of its employees or to hire any party to repair any defects or damage to said premises. Repairs to said premises shall not be made without the approval of the Lessor unless the total cost for each repair is less than One Hundred Dollars (\$100.00), and it is impractical to immediately secure such approval, and additional damages would result if not immediately repaired. Any damages due to the delay of Lessor shall be reimbursed to Lessee by Lessor. Such approval shall not be unreasonably delayed, withheld or conditioned. Lessor shall be responsible for repairs to the furnace, structural and electrical systems of the building.

#### MAINTENANCE

15. Lessee shall be responsible for maintaining the demised premises during the term of this lease agreement in a neat and sanitary condition, to regularly clean the demised premises of litter and debris. Lessee agrees to be responsible for the deposit of the contents of trash receptacles into plastic bags and brought to the dumpster for disposal.

#### DESTRUCTION OF PREMISES

16. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this agreement, whereby said premises shall be rendered untenable, then the Lessor shall have the right to render said premises tenable by repairs to be completed within ninety (90) days therefrom. If said premises are not rendered tenable within said time, it shall be optional with either party hereto to cancel this lease. The cancellation herein mentioned shall be submitted in writing by either party hereto to the other at least fifteen (15) days from the actual cancellation date. If the property is rendered untenable by fire or other disaster or casualty during the term of this lease or any subsequent renewal thereof, then the Lessee's obligation to pay rent hereunder shall be suspended as of the date that the premises became untenable. The determination of what is tenable or untenable shall be made by the fire or building code inspector of the State of New York.

#### INSURANCE

17. Lessee agrees that it will, at its own expense, at all times during the term of this agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the leased premises. The liability coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). Lessee agrees to have the Lessor added to said insurance policies as a named additional insured, as its interest may appear, and to provide the Lessor with a certificate from said insurance company, or companies, showing coverage as herein before required, such certificate to show Lessor as an additional insured and to provide that such coverage shall not be terminated without written prior notice to the Lessor of at least thirty (30) days. In the event that the activities and operations of the Lessee shall change in such a substantial fashion as to pose an additional risk of liability, then the Lessor shall have the

right to request from the Lessee an increase in the type and amount of liability coverage on its insurance policy.

The Lessee shall have the right to self-insure the coverage listed under this section with the consent of the Lessor, which consent shall not be unreasonably withheld and will notify the Lessor of Lessee's intention to do so.

#### LIABILITY OF LESSOR/INDEMNIFICATION OF LESSOR

18. Lessee agrees that it shall indemnify and hold harmless the Lessor from and against any and all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injuries or death to persons or property damages from anything and everything whatsoever solely arising from or out of the negligence, misconduct or lack of care of the Lessee and/or the Lessee's agents, servants and/or employees.

#### DEFAULT OF LESSEE

19. In the event that the Lessee defaults in the performance of any of the material covenants herein, it is mutually understood and agreed that the Lessor may terminate this lease and sue for non-payment of rent and re-enter said premises without resort to judicial process, or resort to any legal remedy available to it.

#### NOTICES

20. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered by registered or certified mail. Notices to the Lessors shall be addressed to the County of Oneida, Department of Public Works, Division of Engineering, Oriskany, New York 13424. Notices to the Lessee shall be addressed to: Adirondack Scenic Railroad, 321 Main Street, Utica, New York 13501.

#### WAIVER LIMITED

21. No waiver of any breach or breaches of any provision or condition of this lease agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of the lease or breach of same.

#### RENEWAL OPTION

22. Upon mutual agreement Lessor and Lessee have the option to renew this lease on the same terms for one (1) additional five (5) year term after the expiration of the original lease, except that the rental payment will be reconsidered and adjusted by the Lessor, as appropriate, prior to renewal.

20.

Lessee shall give Lessor written notice of its desire to renew at least ninety (90) days prior to the termination of this lease. In the event that Lessee fails to give Lessor the aforesaid notice of its desire, such renewal option shall thereafter be and become null and void and of no further force and effect, except as hereinafter provided.

In the event that Lessor and Lessee elect not to exercise the option to renew this lease, Lessor shall have the right to offer the property for lease, sale or other disposition to persons or entities other than Lessee.

In the event that a renewal lease between Lessor and Lessee is not entered into, and that Lessor has not leased or otherwise disposed of the premises to one other than the Lessee, said renewal of lease or other disposition to take effect upon the expiration of the term of this lease, Lessee may continue to rent the premises from Lessor beyond said expiration on a month-to-month basis at an amount equal to the same monthly rate of rental as was paid prior to said expiration plus an immediate and thereafter annual ten percent per month increase thereto, and otherwise upon the terms and conditions contained herein; except that, upon commencement of such month-to-month tenancy, the tenancy is subject to the right of Lessor to terminate the tenancy upon written notice of thirty (30) days to Lessee.

In the event that under the Terms of this agreement there results a month-to-month tenancy by the Lessee, said tenancy shall not extend beyond 180 days from the date of expiration of the original lease agreement.

#### TERMINATION

23. Either party shall have the right to terminate this lease at any time during the term or any continued term hereof by giving to the other party at least two (2) months' written notice of intention to terminate this lease and upon the date of termination specified in such notice this lease shall cease, terminate and come to an end. In the event of the expiration or termination of this lease, whether under the provisions of this section or otherwise, Lessee shall quit and deliver possession of the demised premises to Lessor on or before such date of expiration or termination.

#### TERMINATION IN EVENT OF CONDEMNATION

24. If the whole or any substantial part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose then in that event the term of this lease shall cease from the date of title vesting in such proceeding and Lessee shall have no claim for the value of any unexpired term of the lease.

#### COMMON AREAS

25. Lessee shall have the right to use, in common with Lessor and others legally entitled thereto, the existing pedestrian entrances, hallway vestibules, walkways and rest rooms as shown on Exhibit A.

Lessor makes no representations as to condition, fitness or utility of said common areas, except that such areas shall be neat, sanitary and regularly cleaned. Lessee's liability arising out of use of said areas shall be as if same were included within the demised premises leased herein.

#### JOINT USE

26. Lessor hereby reserves unto itself, its employees, tenants, invitees and licensees, at any time and at all times, the right to use jointly the waiting room and common areas, which right shall be superior to, and supersede, Lessee's use thereof in the event of any conflicting uses.

#### RELOCATION OF FACILITIES

27. The parties agree that in the event Lessee and the Lessor agree that any or all of the Lessee's facilities be relocated elsewhere in the Union Station building, that then and under those circumstances any such agreement for relocation as is agreed upon in writing by, between and among the parties shall become incorporated in and become a part of this lease agreement. The Lessor wishes to retain the right to relocate Lessee's offices elsewhere within the building at no extra cost to Lessee.

In broad principle, Lessee agrees that so long as the space and facilities provided for elsewhere in the building are acceptable to Lessee, then and under those circumstances it will relocate any and all of its ground floor area operations elsewhere in the Station complex.

#### BUSINESS SIGN AND SUPPORT INFORMATION

28. Lessee shall have the right to display one (1) business sign depicting the nature of Lessee's operation within Union Station, the exact location, character, color, size and wording to be approved in writing by Lessor subject to approval by SHPO, if necessary and such consent shall not be unreasonably delayed, withheld or conditioned.

Lessee shall not post additional signage, display advertisements, or permanently store materials on the lobby side of the demised premises.

#### AMENDMENTS AND MODIFICATIONS

29. This lease agreement may be modified or amended only in writing, duly authorized and executed by the Lessor and Lessee. It may not be modified or amended by oral agreements or understandings between the parties.

#### SUCCESSORS IN INTEREST

30. It is the intent of the parties that this lease shall be binding upon the Lessor and Lessee and upon any parties who may in the future succeed to their interests.

22.

SEPARABILITY

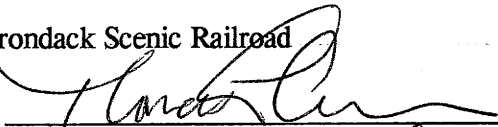
31. If any part of this lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the lease shall remain in full force and effect.

CAPTIONS

32. The captions of the various paragraphs of this lease are for convenience and reference purposes only. They are of no other effect.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year above first written.

Adirondack Scenic Railroad

By:   
Name: *Thomas L. Carver*  
Title: *General Manager*

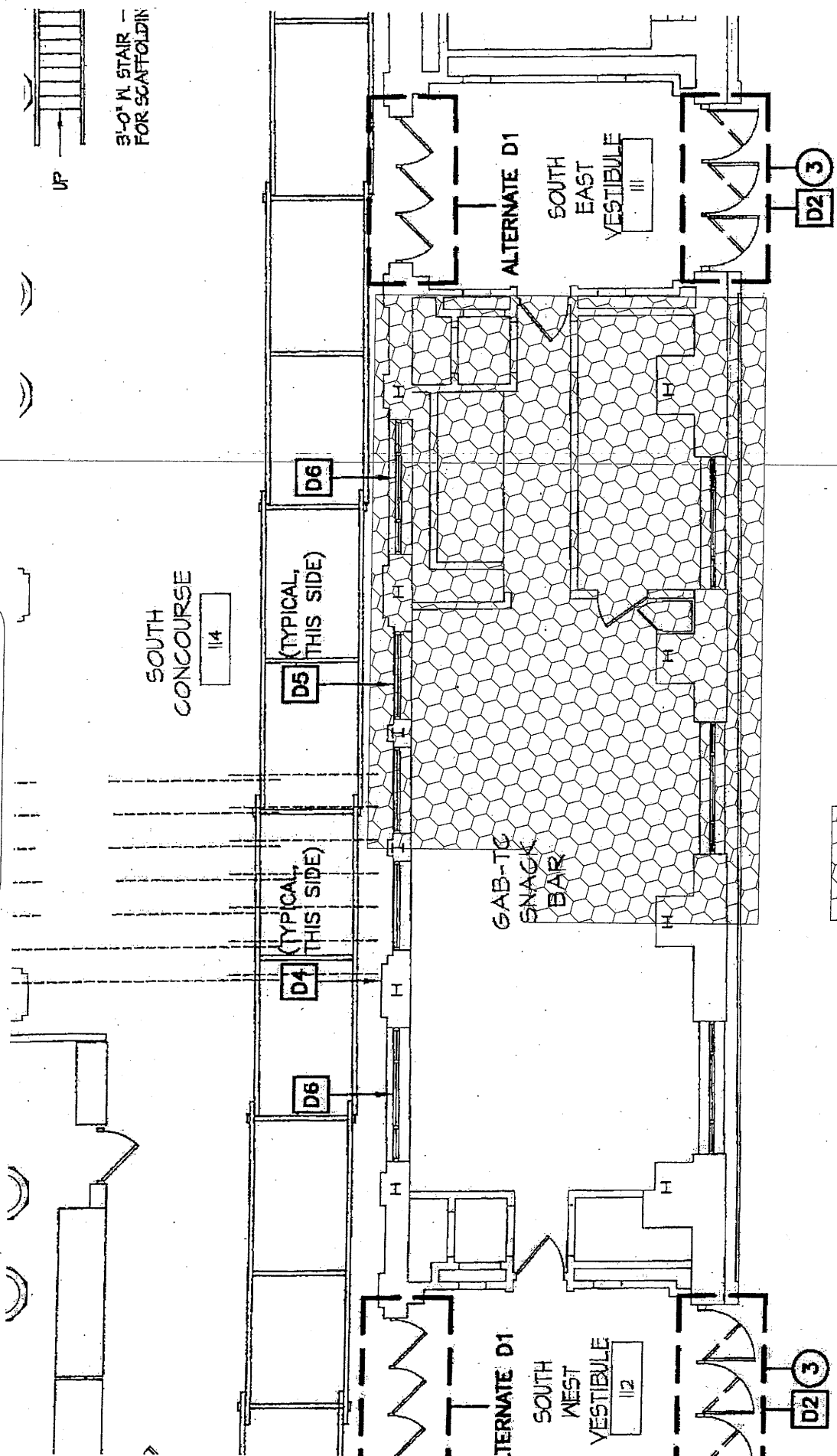
County of Oneida

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

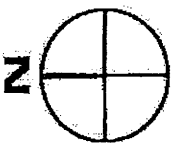
Approved as to Form:

By: \_\_\_\_\_  
Oneida County Attorney

# Exhibit A



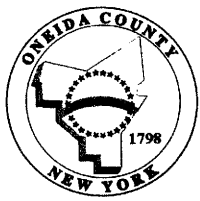
- Demised Premises



## FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"





COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE JR.**

County Executive  
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX: (315) 798-2390  
www.ocgov.net

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2008 JUN -3 AM 11:19

7N 2008-315

June 3, 2008

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

**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

Honorable Members,

In my first year as County Executive, I was approached by several business leaders whose companies are located within the Oneida County Airport Industrial Park in Whitestown. They produced a long list of issues that they feel need attention. They spoke of the poor condition of the roadways, the water and sewer issues, the reliability of the electrical grid, the lack of signage and directional aids, the lack of identity and the overall feeling of being ignored and neglected by local and county officials. Many of these issues have plagued that park for years.

Some of their new concerns were the future of the park, its name, how the NYS Homeland Security Training Center will integrate into the park, as well as how the remaining property of the former airport will be used.

The concerns of these leaders are valid and the resolution of most of these issues is long overdue. These are thriving businesses within the confines of the park that employ more than 3,000 people and they need and deserve our attention.

I have asked MV EDGE to conduct a comprehensive study of the park's current assets, its infrastructure and the prospects for the reuse of the remaining 400+ acres of our former airport. This study will address the public utility needs for the present and future as well as the identity and name issues, and the overall landscape of the park. The study will also examine the integration of any possible new green technology and will apply a best practice approach to all solutions.

In addition, the comprehensive plan will include recommendations for actions to be taken by town and county government as well as by the business tenants. A marketing strategy will also be a part of the plan.

951

EDGE has conducted a search and along with my administration has selected a team of specialty companies headed by HR&A Advisors, Inc. Various staff from EDGE, as well as the Commissioner of Planning and my executive staff, will work with the team member companies to conduct the study and develop the plan. Our projection is to have the study and plan completed within the next 12 months. It is estimated that the cost of this effort could reach \$350,000.

I am pleased to inform you that National Grid has agreed to be a partner with the County in this study. They have pledged a \$150,000.00 grant toward the cost of this project. I am requesting that the Board of Legislators approve up to \$200,000.00 in funding to complete the work of this study. This appropriation will be made from the Economic and Community Development account currently in existence.

I therefore request your Board's approval of the following 2008 Funds Transfer:

TO:

AA# A6414.495 - - Oneida County Regional Assistance.....\$ 200,000.

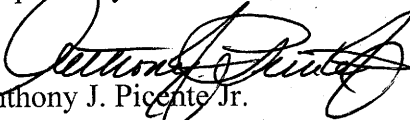
From:

AA# A889-889/10- Appropriated Fund Balance/ Economic Development.....\$200,000.

Together with National Grid, we will move forward in a planned and comprehensive manner that should ensure the fullest development of this significant County asset. I request that your full Board act on this request at **June 25, 2008** regular session.

Thank you for your courtesies.

Respectfully Submitted,

  
Anthony J. Picente Jr.  
Oneida County Executive

AJP: ac

Cc: County Attorney  
County Comptroller  
Budget Director



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

51 Leland Ave, PO Box 442, Utica, NY 13503-0442

(315) 798-5656

wpc@ocgov.net

FAX 724-9812

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

ONEIDA COUNTY LEGISLATURE  
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7W2008-316

**PUBLIC WORKS**

**WAYS & MEANS**

May 29, 2008

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

Re: Oneida County Sewer Use Ordinance Modifications  
Schedule A, Item 9, Consent Order R6-20060823-67

Dear County Executive ~~Picente~~ *Tony*:

Schedule A, Item 9 of the Consent Order for the Sauquoit Creek Pumping Station required the County to develop and submit proposed legal instruments to NYSDEC necessary to insure the County's authority to implement the offset program required by the Consent Order and as required by 6 NYCRR Part 750. Concurrently with this stipulation, USEPA was requiring that the Oneida County Sewer Use Ordinance (SUO) be modified to incorporate changes required by USEPA Pretreatment Streamlining Regulations.

Over the past several months, Department staff has been working with legal counsel to develop the changes to the SUO requested by NYSDEC and USEPA. These changes have been developed, were submitted to both entities for approval. Both USEPA and NYSDEC have approved the changes. As the SUO is a local law, the Board of Legislators must now adopt the proposed changes. By the Consent Order Item 10 and the time extension granted by NYSDEC, this must be accomplished by August 14, 2008.

Attached are two (2) copies of the SUO. One copy is a "redline" version and contains only those Articles of the SUO with proposed revisions to the existing SUO dated March 29, 2006. The other is a clean copy of the new version being proposed for adoption by the County Legislature. Significant changes being proposed to the existing SUO are as follows.

- Article II: The addition of the definitions of Best Management Practice, Offset Plan and the modification of the definition of Significant Non-compliance.
- Article III: Defining municipal requirements for discharging to the sewer system, giving the County the ability to enforce the SUO if the local municipality fails to do so, and the addition of an Offset Plan as a control measure.
- Article IV: The elimination of Section 401(d), as requested by NYSDEC.
- Article VIII: Giving approval authority over all connections to the Commissioner.
- Article IX: Incorporating Best Management Practice language and new sample collection procedures language.
- Article XI: Strengthening the right of inspection language.

The Honorable Anthony J. Picente, Jr.  
May 29, 2008  
Page 2 of 2



I would appreciate consideration of these changes to the SUO by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain these items in more detail.

Thank you for your consideration in this matter.

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

A handwritten signature in black ink, appearing to read "Steven P. Devan", with a long horizontal flourish extending to the right.

Steven P. Devan, P.E.  
Commissioner

Cc: Virginia C. Robbins, Esq. – BS&K  
Peter M. Rayhill, Esq. – Kernan & Kernan  
Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Oneida County SUO changes  
Oneida County SUO proposed final document

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

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.", written over a horizontal line.

Anthony J. Picente, Jr.  
County Executive

Date 6/3/08



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

James M. D'Onofrio  
Majority Leader

Michael J. Hennessy  
Minority Leader

June 5, 2008

*7/12/08-317*

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

Honorable Members:

Traditionally, the Board of Legislators has declared June as "Dairy Month" in Oneida County and recognizes the newly crowned Dairy Princess. This year will be no exception, therefore I pass along this resolution to the full Board to recognize the reign of Laura Kalk as the 2008 Oneida County Dairy Princess, and to also declare that "June is Dairy Month" in Oneida County.

I hereby ask for consideration at the meeting of June 11<sup>th</sup>.

Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

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ONEIDA COUNTY LEGISLATURE  
2008 JUN -5 PH 2:43

*29.*



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Susan L. Crabtree  
Clerk  
(315) 798-5901

James M. D'Onofrio  
Majority Leader

Michael J. Hennessy  
Minority Leader

*7M 2008-318*

June 9, 2008

## WAYS & MEANS

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

Honorable Members:

- Legislators in the Land Claim area have forwarded the attached letter requesting \$3,000 for each of the Towns of Vernon and Verona to assist them in their fight against the land into trust decision.

They ask for consideration to amend Resolution No. 185, so as to take the funds from the \$50,000 that already has been allocated for this mission.

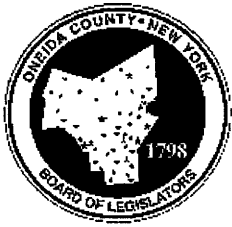
With that in mind, I hereby forward their request to the full Board for consideration at the earliest opportunity.

Respectfully submitted,

Gerald J. Fiorini  
Chairman of the Board

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ONEIDA COUNTY LEGISLATURE  
2008 JUN -9 AM 10:32

*90.*



# ONEIDA COUNTY BOARD OF LEGISLATORS

Michael J. Hennessy, Minority Leader, 439 Betsinger Rd., Sherrill, New York 13461 Home Phone: (315) 527-9663  
Michael J. Clancy, 12<sup>th</sup> District, 4932 Old Oneida Road, Verona, New York 13478 Home Phone: (315) 363-2570  
Chad Davis, 18<sup>th</sup> District, 25 Utica Street, Clinton, New York 13323 Home Phone: (315) 853-4037  
Edward C. Stephenson, 3<sup>rd</sup> District, 135 E. Bacon St., Waterville, New York 13480 Home Phone: (315) 841-8691  
Norman Leach, 4<sup>th</sup> District, 1842 Littlefield Rd., Camden, New York 13316 Home Phone: (315) 245-0256

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ONEIDA COUNTY LEGISLATURE  
2008 JUN -6 PM 3:18

June 6, 2008

The Honorable Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Ave.  
Utica, New York 13501

Dear Jerry:

With regard to our letter dated June 5, 2008 requesting emergency funding in the amount of \$3,000 each for the Towns of Vernon and Verona to assist them in their efforts to fight the land into trust decision, attached please find a resolution amending Resolution No. 185 previously adopted on April 16, 2008. Specifically, this amendment allocates the funding we requested for the towns from the \$50,000 already appropriated to assist the County in its challenge.

We would respectfully request that you forward this resolution to the Board for consideration at the earliest possible opportunity.

Respectfully submitted,

*Michael J. Hennessy,*  
MICHAEL J. HENNESSY  
ONEIDA COUNTY LEGISLATOR, D-2  
MINORITY LEADER

*Michael J. Clancy,*  
MICHAEL J. CLANCY  
ONEIDA COUNTY LEGISLATOR  
12<sup>TH</sup> LEGISLATIVE DISTRICT

*Chad Davis,*  
CHAD DAVIS  
ONEIDA COUNTY LEGISLATOR  
18<sup>TH</sup> LEGISLATIVE DISTRICT

*Edward C. Stephenson,*  
EDWARD C. STEPHENSON  
ONEIDA COUNTY LEGISLATOR  
3<sup>RD</sup> LEGISLATIVE DISTRICT

*Norman Leach,*  
NORMAN LEACH  
ONEIDA COUNTY LEGISLATOR  
4<sup>TH</sup> LEGISLATIVE DISTRICT

kp  
Enc.



# ONEIDA COUNTY BOARD OF LEGISLATORS

Michael J. Hennessy, Minority Leader, 439 Betsinger Rd., Sherrill, New York 13461 Home Phone: (315) 527-9663  
Michael J. Clancy, 12<sup>th</sup> District, 4932 Old Oneida Road, Verona, New York 13478 Home Phone: (315) 363-2570  
Chad Davis, 18<sup>th</sup> District, 25 Utica Street, Clinton, New York 13323 Home Phone: (315) 853-4037  
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Norman Leach, 4<sup>th</sup> District, 1842 Littlefield Rd., Camden, New York 13316 Home Phone: (315) 245-0256

June 5, 2008

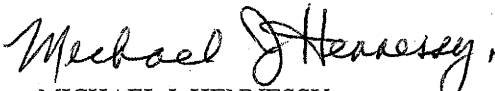
The Honorable Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Ave.  
Utica, New York 13501

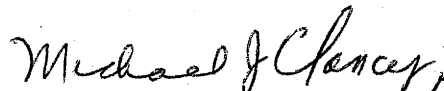
Dear Jerry:


Since the State of New York has decided not to include the local towns of Vernon and Verona in the legal challenge on the land into trust decision we are respectfully requesting emergency funding in the amount of \$6,000 to assist these two towns in their efforts to fight the land into trust decision.

Specifically, we are requesting an amount of \$3,000 each for Vernon and Verona. They have hired an attorney from Albany, Cornelius Murray, who is well known for his legal work on Indian related issues. We believe that the efforts of these two towns to fight this decision will only benefit our own efforts and that we should, therefore, do what we can to support their efforts to support the interests of their towns.


Respectfully submitted,

  
MICHAEL J. HENNESSY  
ONEIDA COUNTY LEGISLATOR, D-2  
MINORITY LEADER

  
MICHAEL J. CLANCY  
ONEIDA COUNTY LEGISLATOR  
12<sup>TH</sup> LEGISLATIVE DISTRICT

  
CHAD DAVIS  
ONEIDA COUNTY LEGISLATOR  
18<sup>TH</sup> LEGISLATIVE DISTRICT

  
EDWARD C. STEPHENSON  
ONEIDA COUNTY LEGISLATOR  
3<sup>RD</sup> LEGISLATIVE DISTRICT

  
NORMAN LEACH  
ONEIDA COUNTY LEGISLATOR  
4<sup>TH</sup> LEGISLATIVE DISTRICT

kp



**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY: Messrs. Hennessy, Leach, Clancy, Davis, Stephenson**

**2ND BY:**

**RE: AMENDMENT OF RESOLUTION NO. 185, ADOPTED ON APRIL 16, 2008**

**WHEREAS,** Resolution No. 185 adopted by the Oneida County Board of Legislators on April 16, 2008 authorized an appropriation of \$50,000 to engage the services of a consultant or legal counsel to assist the county in its response to the Oneida Indian Land into Trust process, and

**WHEREAS,** The State of New York has decided not to include the Towns of Vernon and Verona in the legal challenge on the Land into Trust decision, and

**WHEREAS,** The Towns of Vernon and Verona have hired their own legal counsel to represent them in their challenge to the Land into Trust decision, and

**WHEREAS,** It is the opinion of the Board of Legislators that the efforts of these two towns in fighting this decision will only benefit our own efforts and that we should help support their efforts to protect the interests of their towns, and

**WHEREAS,** It is the desire of this Board to allocate funding in the amount of \$3,000 each for the Town of Vernon and the Town of Verona to be expended from the original \$50,000 appropriated pursuant to Resolution No. 185 dated April 16, 2008, to assist these two towns in hiring counsel to advise them in their efforts to fight the Land into Trust decision, now therefore, be it hereby

**RESOLVED,** That Resolution No. 185 adopted by the Oneida County Board of Legislators on April 16, 2008, be amended to authorize the allocation of \$3,000 to the Town of Vernon and \$3,000 to the Town of Verona to be expended from the previously appropriated amount of \$50,000 in AA#A1240.195,-Law Department – Land Claim Task Force, to assist these two towns in hiring legal counsel to advise them in their efforts to fight the Land into Trust decision.

APPROVED: Ways & Means Committee ( )

DATED:

Adopted by the following v.v. vote:  
AYES: \_\_\_\_ NAYS: \_\_\_\_ ABSENT: \_\_\_\_

Anthony J. Picente Jr.  
County Executive

Lucille A. Soldato  
Commissioner



RECEIVED  
ONIEDA COUNTY LEGISLATURE  
2008 JUN -9 AM 10:38

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building 800 Park Avenue Utica, NY 13501

May 30, 2008

*FN 2008-319*

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

**HUMAN RESOURCES**  
**WAYS & MEANS**

Dear Mr. Picente:

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

Enclosed is a Purchase of Services Agreement with the House of Good Shepherd for the operation of Non-Secure Detention Services for Oneida County.

All Counties are mandated to have operational Non-Secure Detention Services. The House of Good Shepherd has provided this service for the Department for several years. This co-ed facility provides a local temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth either awaiting further court action or youth who are already adjudicated PINS (Person in Need of Supervision) or JD (Juvenile Delinquents). Oneida County had 127 placements at this non-secure detention program during the period April 1, 2007 through March 31, 2008.

The program's total budget for 2008-2009 is \$ 816,086.00 and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51% in the amount of \$416,203.86.

I respectfully request that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

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

Anthony J. Picente, Jr.  
County Executive

Date 6/5/08

34.

5/30/08  
# 12902

**Oneida Co. Department Social Services**

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

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

**Name of Proposing Organization:** The House of the Good Shepherd  
1550 Champlin Avenue  
Utica, New York

**Title of Activity or Services:** Non-Secure Detention

**Proposed Dates of Operations:** July 5, 2008 through July 4, 2009

**Client Population/Number to be Served:** Youth placed by Family Court Remand PINS warrant, JD warrant or placed by Peace Officer.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The non-secure detention program will establish 8 beds for youth in need of Detention Services. The Contractor will operate a co-ed 8 bed non-secure facility located at 1606 Sunset Avenue.

**2). Program/Service Objectives and Outcomes -**

Provides for the local temporary placement of youth who are placed by Family Court Remand PINS warrant, JD warrant or placed by a Peace Officer until or when a permanent placement is provided, determined or located.

**3). Program Design and Staffing Level -**

A co-ed Non-Secure facility 24 hour supervision and care. Staffing level:

- 9 Full Time Child Care Workers
- 1 Full Time Program Manager
- 1 Full Time Relief Child Care Worker
- 1 Part Time Relief Child Care Worker
- 62 % Case Worker
- 20 % Service Coordinator
- 2 Full Time Shift Supervisors
- 1 Senior Child Care Worker
- 7 % Assoc. Exec. Dir. For Community Services
- 1 Part-time Summer Teacher
- 33 % LPN
- 1 Part-time Cook

**Total Funding Requested:** \$ 816,086

**Oneida County Dept. Funding Recommendation:** Account #: A6123.495

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

<b>State</b>	49 %	\$ 399,882.14
<b>County</b>	51 %	\$ 416,203.86

**Cost Per Client Served:**

**Past performance Served:**

	<b>4/1/07-3/31/08</b>	<b>4/1/06-3/31/07</b>
Total Number of Placements	127	149
Number of PINS (Person in Need of Supervision)	81	87
Number of JD Juvenile Delinquents	46	62
Average Age	14.8	14.5
Average Length of stay	20	17

**O.C. Department Staff Comments:**

The Department has contracted with this provider for this service since 1990. The budget for the year July 5, 2007 through July 4, 2008 was \$ 785,081.00. The cost per available day is \$ 279.48. The cost of other non-secure detention facilities the Department of Social Services utilizes daily rates are higher than the cost of the contract. Example: Children's Home of Jefferson County daily rate is \$289.05.



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 JUN -9 AM 10:39

May 30, 2008

7N2008-320

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

**HUMAN RESOURCES**

Dear Mr. Picente:

**WAYS & MEANS**

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

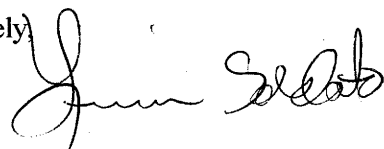
New York State's Office of Temporary and Disability Assistance has encouraged local districts to design programs which assist applicants or recipients of public assistance in obtaining employment thus alleviating or reducing their need for Temporary Assistance.

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

The total cost for this Purchase of Services Agreement is \$ 311,000 with a local share of \$ 77,750. The term of the Agreement is July 1, 2008 through June 30, 2009.


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

Thank you for your consideration.

Sincerely,  


Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 6/5/08

5/30/08  
# 67301

**Oneida Co. Department Social Services**

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

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

**Name of Proposing Organization:**

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

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

**Proposed Dates of Operations:** July 1, 2008 through June 30, 2009

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

**SUMMARY STATEMENTS**

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

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

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

**2). Program/Service Objectives and Outcomes** This is a full time four week program designed to help Temporary Assistance Applicants/Safety Net find employment which would negate their need for temporary assistance benefits. Public Assistance Recipients that are considered

employable will also be placed into the program to reduce their need for public assistance by obtaining employment.

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

Staffing: Employment & Training

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

Madison/Oneida BOCES

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

**Total Funding Requested:** \$ 311,000

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

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

<b>Federal</b>	50 % =	\$ 155,500
<b>State</b>	25 % =	\$ 77,750
<b>County</b>	25 % =	\$ 77,750

**Cost Per Client Served:** If based on approximately 200 individuals per quarter, approximately \$ 388.75 per individual.

**Past performance Served:** The cost of the Contract for the period 7/1/07 - 6/30/08 was \$ 311,000. Pride in Work had 801 Referrals for the period 4/1/07 through 3/31/08 (455 SN, 346 FA Recipients). Only 22 safety net applicants completed the program and a case was opened on temporary assistance.

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



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

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

Anthony J. Picente, Jr.  
County Executive

Steven P. Devan, P.E.  
Commissioner

May 28, 2008

7/1/2008-321

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

**PUBLIC WORKS**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 JUN -9 AM 10:39

Re: Work Order #7 Amended for FY 2008, Program Administration  
Work Order #9, Phase I Physical Survey  
Shumaker Consulting Engineering and Land Surveying, P.C.

Dear County Executive ~~Picente~~ *Tony*:

On July 25, 2007 the Oneida County Board of Legislators authorized hiring Shumaker Consulting Engineering and Land Surveying, P.C. to provide engineering services for compliance with the consent order issued by the New York State Department of Environmental Conservation and for resolving permit issues affecting the Oneida County Water Pollution Control Plant. The formal contract between Shumaker and Oneida County, approved on November 28, 2007 by the Board of Legislators, calls for the submission of Work Orders with associated pricing for specific tasks that are needed as the project develops.

Shumaker has submitted for consideration an amendment to Work Order #7 which would cover program administration costs for FY 2008. The details of the specific work tasks can be found in the work order itself. Generally, the following tasks would be performed by Shumaker and/or members of its project team under this work order.

- Project Management
- Meeting Planning and Facilitation
- Consultation Services
- Media relations and Communication Member Community Coordination
- Financial and Funding Assistance
- Data Management Planning

Department staff has reviewed Work Order #7-Amended and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$209,000.

Shumaker has also submitted for consideration Work Order #9 which would cover Phase I of the Physical Survey of the interceptor sewers and major trunk lines in the Sauquoit Creek Pumping Station service area. The elements of this work order are very labor-intensive. Under this program it is anticipated that approximately 3000 manholes will be inspected. When necessary, piping tributary to these manholes will be inspected using specialized cameras. Some allowance for smoke testing is included in this proposal. A Physical Survey Report will be produced, documenting the results of the survey and recommendations for supplemental investigations as necessary. The following task items are included in Work Order #9.

SD





- Manhole Inspection Program
- Pipe Inspection Program
- Smoke Testing
- Physical Survey Report
- Data Management and Analysis
- Workshops
- Municipal Coordination

Department staff has reviewed Work Order #9 and its scope of work and find it acceptable. It is recommended that this work order be accepted with an estimated cost of \$547,000.

I would appreciate consideration of these work orders by you and the Board of Legislators at your earliest possible convenience. I am available to meet with you or the Board at your convenience to discuss this request and explain these items in more detail.

Thank you for your consideration in this matter.

Sincerely,

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

A handwritten signature in black ink, appearing to read "Steven P. Devan".

Steven P. Devan, P.E.  
Commissioner

Cc: Karl E. Schrantz, P.E. – Shumaker Engineering

Attachments: Six (6) copies of Work Order #7-Amended  
Six (6) copies of Work Order #9

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

A handwritten signature in black ink, appearing to read "Anthony J. Picente, Jr.".  
Anthony J. Picente, Jr.  
County Executive

By

Date

4/15/08

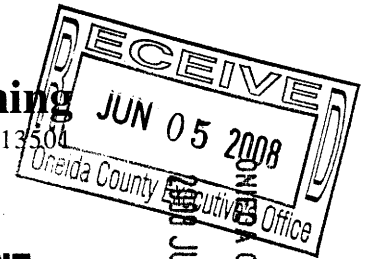
41.

ANTHONY J. PICENTE, Jr., *County Executive*  
JOHN R. KENT, Jr., *Commissioner*

(315) 798-5710  
FAX (315) 798-5852  
planning@ocgov.net



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



7N2008-322

**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
JUN -9 AM 10:40

June 2, 2008

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

Re: Submission of the FFY 2008 FTA Section 5307  
Operating Assistance Grant Application -  
Authorizing Resolution and Related Supplemental  
Appropriation Resolution

Dear County Executive Picente:

The Federal Transit Act provides funds for the payment of up to 50 percent of the operating deficits for public transportation systems providing scheduled mass transit services in the urbanized areas of the country. The same law allows the use of FTA funds for up to 80 percent of the cost of the preventative maintenance and capital purchases to be subsidized. These funds are distributed on an annual basis through the Section 5307 Urbanized Areas Formula. Oneida County is the designated recipient of federal funds appropriated and approved by the Federal Transit Administration (FTA). The Oneida County Board of Legislators resolution No. 55 from 02/28/2007, approved continuation of Oneida County as the sponsor of FTA grant applications.

The Federal Fiscal Year 2008 Federal Budget allocated \$1,843,952 Section 5307 funds for public transportation operators in the Utica Urbanized Area. Based on the available funds and local allocation formula the Birnie Bus Tours Inc share is \$394,809. These funds will be used for funding the line haul services between Little Falls and Syracuse provided by Birnie Bus Tours Inc and grant administration provided by Oneida County Planning Department. The State and local share will meet deficit expenses not covered by the Federal funding. There are no Oneida County funds involved in the Section 5307 subsidy program, as the public transit operator will provide the local share.

This project is included in 2008-12 Transportation Improvement Program approved by the Governmental Policy and Liaison Committee.

The Planning Department is preparing the Section 5307 Urbanized Areas Formula Grant application for Birnie Bus Tours, Inc. A draft of the application will be placed in the

42.

Transportation Electronic Award and Management (TEAM) system for FTA review and approval. When the application is approved, funds will be distributed to Birnie Bus Tours Inc to cover up to 50% of the net operating deficit incurred in 2008 and for Oneida County Planning Department grant administration expenses.

I request that you recommend to the Board of County Legislators for its consideration and approval the attached resolution authorizing you, as the Oneida County Executive, to file the Federal Fiscal Year 2008 FTA Operating Assistance Grant application.

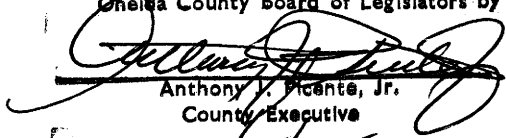
Harry Miller and I would be pleased to discuss this matter with you and/or the Board at your convenience.

Sincerely,

*John R. Kent Jr.*

John R. Kent Jr.  
Commissioner

Attch.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony V. Vicente, Jr.  
County Executive  
Date 6/5/08



**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ fax (315) 798-5603

**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
JUN 9 PM 3:02  
M.H. DILLON  
COUNTY ATTORNEY

7N2008-323

**WAYS & MEANS**

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

June 5, 2008

RE: Land in Trust

Dear Mr. Picente:

As you know, the County is preparing to challenge the Department of Interior's decision to take land into trust for the benefit of the Oneida Indian Nation. We are working in conjunction with New York State and Madison County, with the intent to file a joint challenge. Please ask the Board to formally authorize the County to join in such a challenge. Because the June 11 meeting is the only meeting scheduled between now and the deadline to file our challenge, the resolution to proceed with the challenge should be passed on June 11. Thank you.

Very truly yours,

Harris J. Samuels  
Assistant county Attorney

HJS/mah

REVIEWED AND APPROVED FOR SUBMITTAL TO THE  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 6/9/08

44



STATE OF NEW YORK  
 DEPARTMENT OF AGRICULTURE AND MARKETS  
 10B Airline Drive, Albany, New York 12235  
 518-457-8876 Fax 518-457-3087  
 www.agmkt.state.ny.us

Eliot Spitzer  
 Governor

Patrick Hooker  
 Commissioner

Susan L. Crabtree, Clerk  
 Oneida County Legislature  
 County Office Building  
 800 Park Avenue  
 Utica New York 13501

7/2008-324

**READ & FILED**

Dear Ms. Crabtree:

In accordance with Section 303-a of the Agriculture and Markets Law, the Oneida County Legislature submitted to me, by ~~Legislation No. 138 of 2007~~, a district review plan to consolidate, with modification Oneida County ~~Agricultural District No. 6~~.

Following review of the plan and its related documentation, I find that the plan is eligible for districting.

In accordance with the statutory procedures for certification of agricultural district review plans, the Commissioner of Environmental Conservation has determined that the District is consistent with state environmental plans, policies and objectives.

In consideration of my review of the proposal and the determination of the Commissioner of Environmental Conservation, I hereby certify that:

- A. The District is eligible for redistricting.
- B. The District consists predominantly of viable agricultural land.
- C. The plan of the District is feasible.
- D. The District will serve the public interest by assisting in maintaining a viable agricultural industry within the District and the State.

The County is required to complete the next review of Oneida County Agricultural District No. 6 on or before July 16, 2015.

Signed and Sealed at the Town of Colonie,  
 County of Albany, NY,  
 This 27<sup>th</sup> day of December, 2007

*Patrick Hooker*  
 PATRICK HOOKER  
 Commissioner of Agriculture and Markets  
 of the State of New York

cc: McCrea Burnham, Div. of Lands and Forests, DEC  
 James Vincent, Chair, Advisory Council on Agriculture  
 Susan Hoskins, IRIS  
 Pam Mandryck, Chair, Oneida County AFPB

45.

# Oneida County Department of Public Works

ANTHONY J PICENTE JR  
County Executive

JOHN J WILLIAMS  
Commissioner

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

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

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2008 JUN 10 AM 10:11

June 9, 2008

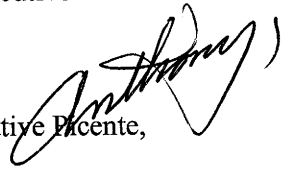
7N2008-325

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

**INTERNAL AFFAIRS**

**WAYS & MEANS**

Dear County Executive Picente,



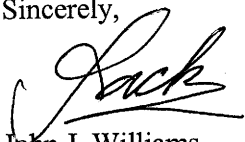
As you know, the laws and regulations governing the election process have changed significantly. Oneida County must now deal with many new mandates including upgrading all election machines and the ballot casting process by 2009. One of the first steps in this process is acquisition of approximately 113 new voting machines for use in the 2008 general election. Please note that additional machines may be required for election events held in 2009.

All election machines are now owned by Oneida County and must be stored in one central, secure, accessible and environmentally controlled location. Items such as ballots, handicap accessibility (ADA) devices, privacy booths, and etcetera must be stored as well. The total area required for storing the new election machines and ancillary equipment is approximately 15,000 square feet.

Oneida County does not own 15,000 square feet of vacant space at any location that meets the above mentioned criteria. Therefore, an advertisement was placed in the Rome Sentinel and Observer Dispatch requesting proposals from property owners interested in leasing space to Oneida County. Proposals were received from Broad Street Industrial Park, Inc. for space in an existing building at 901 Broad St., Utica and BBK Associates, LLC for build-to-suit space at 523 Main St., Utica. Broad Street Industrial Park, Inc. proposed an all inclusive (landlord pays utilities) lease rate of \$4.75/sf for a three year term with two, three year renewal options. Please note that the lease rate would increase to \$5.00 and \$5.25 for the first and second renewal terms respectively. BBK Associates, LLC proposed a triple-net (tenant pays all utilities) lease rate of \$8.62/sf for a three year term with two, three year renewal options.


The Broad Street Industrial Park, Inc. proposal was significantly less costly. The space was inspected, met the County's requirements, and the enclosed Lease Agreement was prepared. We have been informed by the Board of Elections that the new election machines and ancillary equipment are ready to be shipped. Renovation of the space at 901 Broad St. will take approximately two (2) months. Therefore, a Lease Agreement must be executed as soon as possible. If the enclosed document is acceptable please forward to the Oneida County Board of Legislators for consideration with [REDACTED]

Sincerely,



John J. Williams  
Commissioner

cc: Pamela N. Mandryck, Legislator R-17<sup>th</sup>  
Patricia A. Hudak, D-29<sup>th</sup>

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 6/10/08

46

## LEASE AGREEMENT

THIS AGREEMENT made as of the 1<sup>st</sup> day of September, 2008, by and between BROAD STREET INDUSTRIAL PARK, INC., 901 Broad Street, Utica, NY 13501 (hereinafter "Landlord") and the COUNTY OF ONEIDA, 800 Park Avenue, Utica, NY 13501 (hereinafter "County").

WITNESSETH, that the Landlord has agreed to let and hereby does let to the County and the said County has agreed to take and hereby does take from the said Landlord, for the initial term of September 1, 2008, through August 31, 2010, on the terms and conditions hereinafter set forth, the following premises:

1. Approximately 12,253 square feet of space, as shown on Exhibit A attached hereto and hereinafter referred to as "Demised Premises", located on the third floor of Buildings 3 and 4, 901 Broad Street, Utica, New York, together with all the necessary entrances, exits, and parking areas.
2. The County covenants that it will pay to the Landlord for the use of said premises the sum of \$4,850.15 per month (\$4.75 per square foot per annum), in advance, on or before the first day of each month. This sum shall include the cost of all utilities, taxes, fees, maintenance, improvements and other expenses normally incurred. Prior to taking possession of the premises tenant agrees to pay a security deposit of \$4,850.15 together with the first month's rent.
3. Rental payments shall be made to Broad Street Industrial Park, Inc. at 901 Broad Street, Utica, New York.
4. The County shall have the option to renew this lease for two (2) consecutive three (3) year periods. For the period September 1, 2011, through August 31, 2014, the

monthly rent shall be \$5,105.42 (\$5.00 per square foot per annum) and for the period September 1, 2014, through August 31 2017, the monthly rent shall be \$5,360.69 (\$5.25 per square foot per annum). All other provisions of the lease shall remain the same. The options shall be exercised by written notice from County to Landlord at the address hereinabove set forth at least sixty (60) days prior to the termination of the existing lease period.

5. In the event the County shall fail to pay said rent, or any part thereof when it becomes due, it is agreed said Landlord may sue for the same, or resort to any legal remedy. The County shall have thirty (30) days following written notice of any default in rent or otherwise to cure its obligations under this lease. Notice shall be given to County via postal mail to the address hereinabove set forth.
6. The Landlord shall be responsible for structural maintenance and repairs to the premises, including elevators, roofing system, and all maintenance and repairs not caused by damage to the premises by the agents, servants, and/or employees of the County. Landlord shall immediately correct structural, roofing, heating, ventilating and air conditioning defects that create a hazard to County's employees, representatives, materials and equipment.
7. Landlord shall renovate the Demised Premises as shown on Exhibit A. The intent is to create a presentable and fully securable space. Renovations shall include new hard floor surfacing, finished walls that extend from floor to ceiling, adequate lighting and steel doors with hardware capable of accepting Best Lock key cores. All work shall be performed in accordance with applicable local building codes.



8. Landlord shall provide unobstructed access to the Demised Premises, including a freight elevator and loading dock twenty four (24) hours per day, three hundred sixty five (365) days per year. This shall include unobstructed access to an alternate elevator in the event that the primary freight elevator is out of service.
9. Landlord shall provide water, heat, air conditioning, lights and snow removal. The heat and air conditioning shall be provided within the parameters required by the County for the safe storage of its machinery, materials and equipment. At times when the space is unoccupied by personnel the minimum allowable temperature shall be forty degrees Fahrenheit (40°F), the maximum allowable temperature shall be ninety degrees Fahrenheit (90°F), and the maximum allowable relative humidity level shall be eighty percent (80%). At times when the space is occupied by personnel the minimum allowable temperature shall be sixty eight degrees Fahrenheit (68°F), the maximum allowable temperature shall be seventy five degrees Fahrenheit (75°F), and the maximum allowable relative humidity level shall be eighty percent (80%). County is responsible for its own garbage removal.
10. Prior to taking possession of the premises County agrees to provide Landlord with a comprehensive liability insurance policy in an amount not less than \$1,000,000.00 naming Broad Street Industrial Park, Inc., its successors and assigns, as an additional insured. The Landlord agrees to maintain commercial general liability insurance coverage in the amount of \$1,000,000 for personal injury and a general aggregate amount of \$2,000,000. The County shall be included as named insured.
11. In case of damage by fire or other cause to the building in which the leased premises are located, without the fault of the County, or its agents or employees, if the damage

is so extensive as to amount practically to the total destruction of the leased premises or of the building, the Landlord shall either repair/rebuild the building or terminate this lease. If the building is not repaired/rebuilt within 90 days of the date of the casualty, the County shall have the right to terminate this lease. No rent shall be payable during any period when the building is unsafe or uninhabitable.

12. There shall be no storage of hazardous materials at the premises nor shall any machinery or equipment, other than customary computer equipment, be left engaged or operating unattended.
13. County shall not, without first obtaining the written consent of the Landlord, make any alterations, additions, or improvements in, to or about the premises; which consent shall not be unreasonably or arbitrarily refused.
14. County shall not, without first obtaining the written consent of the Landlord, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of such premises; which consent shall not be unreasonably or arbitrarily refused.
15. The Landlord shall have the right to enter in and upon said premises but, in accordance with New York State Law and Federal Law, only when escorted by the County and at such times approved by the County. Landlord's access to said premises shall not be unreasonably or arbitrarily refused.
16. The failure of either party to insist upon a strict performance of any of the terms, conditions, and covenants herein, shall not be deemed a waiver of any rights or remedies that either party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.

17. The County covenants that at the expiration of said term it will surrender up said premises to the Landlord in the same condition as when the County takes possession, normal wear and damage expected.
18. The Landlord covenants that the County, on paying the said rent and performing the covenants aforesaid, including the lawful use of the premises as intended, shall and may peacefully and quietly have, hold, and enjoy said demised premises for the term aforesaid.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

BROAD STREET INDUSTRIAL PARK, INC.

By: \_\_\_\_\_  
Walter G. Pratt  
President

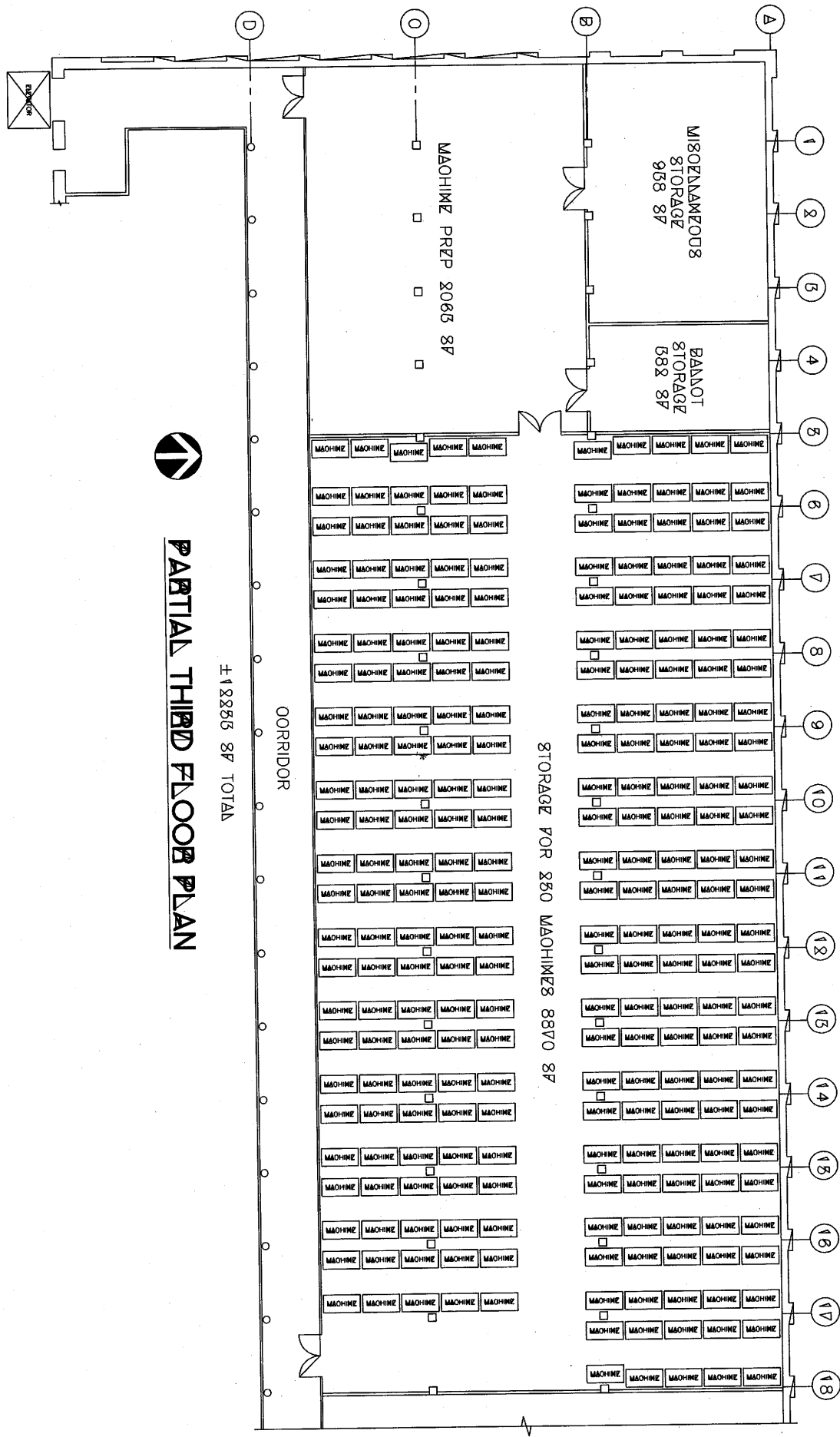
THE COUNTY OF ONEIDA

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

APPROVED AS TO FORM

\_\_\_\_\_  
Oneida County Attorney

# Exhibit A



## PARTIAL THIRD FLOOR PLAN