



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

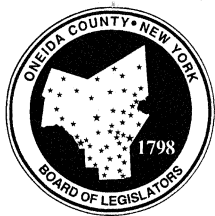
George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

## COMMUNICATIONS FOR EXPEDITED ACTION FOR BOARD MEETING DATED OCTOBER 10, 2012

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2012-362 . . .	Ways & Means .....	2
2012-364 . . .	Airport, Ways & Means .....	3-5
2012-368 . . .	Airport, Ways & Means.....	6
2012-369 . . .	Public Works, Ways & Means.....	7-46
2012-370 . . .	Public Safety, Ways & Means.....	47-48
2012-371 . . .	Ways & Means .....	49
2012-372 . . .	Government Operations, Ways & Means.....	50
2012-374 . . .	Ways & Means .....	51
2012-375 . . .	Ways & Means .....	52



## ONEIDA COUNTY BOARD OF LEGISLATORS

George Joseph, Majority Leader  
7315 Merriman Road ♦ Clinton, New York 13323  
Phone: (315) 853-3006 ♦ Email: nrthstr40@aol.com

October 3, 2012

FN 20

12 - 362

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

### WAYS & MEANS

Dear Chairman Fiorini:

In accordance with Local Law #1 of 1991, I am required to submit two names to serve on the Oneida County Board of Ethics.

On September 11, 2012, I submitted the names of Steven Fortnam and Michael Laucello to serve. I am hereby withdrawing the name of Michael Laucello and submitting the name of Dean Dzwonkas.

Steven Fortnam resides at 7052 Lowell Road, Westmoreland, New York 13490, and will serve a two year term and Dean Dzwonkas resides at 5102 Stop 7 Road, Whitesboro, New York 13492 and will serve the three year term.

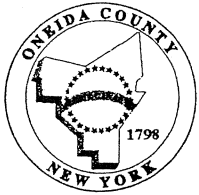
I am requesting that said appointments take effect the date of the confirming resolution of the Board of Legislators which is October 10, 2012 at regular session.

Thank you for your anticipated cooperation.

Sincerely,

George Joseph  
Majority Leader

2



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

September 12, 2012

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

FN 20 12-364



RE: Appointment of F. Richard Gifford, II

**AIRPORT**

Honorable Members:

**WAYS & MEANS**

After a review of candidates applying for the position of Aviation Commissioner for Oneida County and pursuant to Article IX, Section 901 of the Oneida County Charter, I hereby appoint F. Richard Gifford, II to be the Commissioner of Aviation for Oneida County.

Mr. Gifford comes to us after retiring as a Colonel with the United States Army. During his extensive military career, Mr. Gifford gained valuable experience and knowledge in the field of aviation. As Aviation Program Manager, he supervised over four hundred military technicians in ten facilities across fourteen states to support more than one hundred and seventy aircraft. As Executive Manager/Chief of Staff, he orchestrated initiatives, including operations, training and budget planning processes, to ensure sustainment of four thousand, two hundred personnel assigned to multiple military organizations, including aviation business units. He also led technical and management staff in acquiring and standing up two Black Hawk Helicopter Medical Evacuation Companies, simultaneously relocating two additional companies to new facilities.

Mr. Gifford's career demonstrates proficiency in change management, strategic planning and innovative resource management. His exceptional meritorious conduct in the performance of outstanding services and achievements for the United States Army were recognized by the military decoration of the Legion of Merit.

I ask the Board of Legislators to confirm the appointment of F. Richard Gifford, II to the position of Oneida County Commissioner of Aviation at a grade of H 49.

Thank you for the Board's kind attention to this request for action.

Very truly yours,

Anthony J. Picente, Jr.  
Oneida County Executive

# F. RICHARD "DICK" GIFFORD, II, Colonel, USA (retired)

703.232.2139

1500 North George Street, Rome, NY 13440

colonelgifford@gmail.com

## ~ EXECUTIVE MANAGER: PROGRAMS / PROJECTS ~

Strategic Planning & Vision | Human Capital Management | Process Innovation  
Collaboration & Negotiation | Crisis & Action Planning | Risk & Resource Management  
Executive Coalition-Building | Budget Formulation & Execution

**Top Secret/SCI Clearance, valid through 2013**

### Change Management

**Recognized leadership** in creating sweeping changes to drive readiness, staffing, training initiatives, and logistics for deploying forces supporting U.S. Army and Coalition combat operations.

### Strategic Planning

**Sophisticated knowledge** of planning to maximize organizational readiness for high-level challenges. Analyzed existing and emerging Army programs to validate funding needs and availability to support personnel increases from 482,000 to 547,000 to meet Army operational requirements.

### Innovative Resource Management

**Demonstrated creative vision and flawless execution** for complex plans and programs. Guided a team in analyzing and outlining resource requirements for Army National Guard and Reserve, yielding \$1.13B for reserve component equipping.

"... Producing extraordinary results and profound improvements for every organization he served. He accepted every challenge with intense focus and energy." Legion of Merit, 2011

### SELECTED PROFESSIONAL HIGHLIGHTS

UNITED STATES ARMY, RETIRED as Colonel/O-6 (03/2011)

1984 – 2011

#### EXECUTIVE MANAGER / CHIEF OF STAFF

2009 – 2011

11th Aviation Command, Fort Knox, KY

**Planned and developed innovative solutions to complex resource management problems.**

- ❖ Orchestrated a suite of initiatives, including operations, training, and budget planning processes, to ensure sustainment of 4,200 personnel assigned to multiple military organizations, including aviation business units.
- ❖ Managed an operating budget of \$47M, attaining 97% execution rate to sustain command operations.
- ❖ As Aviation Program Manager, supervised 400+ military technicians in 19 facilities across 14 states to support 170+aircraft executing a 35,000-hour annual flying program.
- ❖ **SIGNATURE ACHIEVEMENT:** Led diverse technical and management staff in acquiring and standing up 2 Black Hawk Helicopter Medical Evacuation Companies, simultaneously relocating 2 additional companies to new facilities.

#### DEPUTY CEO, READINESS & MOBILIZATION

2008 – 2009

88th Regional Readiness Command, Fort Snelling, MN

**Supervised, directed, and controlled ongoing operations to prepare military forces for deployment.**

Designed and implemented preparedness actions for organizations dispersed across a 6-state region and comprising 16,000 personnel. Managed/supervised 52+ military/civilian staff.

- ❖ Created short- and long-term plans to identify and allocate essential resources for military units and individuals deploying to Iraq and Afghanistan.
- ❖ Directed successful mobilization and deployment of 1,000 Army Reserve personnel. Reduced anticipated timeline from 6-9-nine months to only 2 months.
- ❖ **SIGNATURE ACHIEVEMENT:** Orchestrated physical and organizational transfer of 11,000+ personnel and associated equipment to new organizations, delivering superior results to support U.S. national security interests.

4.



**ASSISTANT DIRECTOR (MANPOWER & RESERVE AFFAIRS)**

2007 – 2008

Office of the Assistant Secretary of the Army, The Pentagon, Washington, DC

Directed all Army force structure (active duty, reserve, and National Guard), and Total Army Analysis (TAA) processes, including determining requirements, creating policy, and performing budget cost-analysis.

- ❖ Analyzed and validated massive Army human capital programs to support decision-making at the executive levels of Army leadership.
- ❖ Applied the federal budget process (planning, programming, budgeting, and execution/PPBE) to Army requirements development; validated funding availability and sustainment for future years (through 2013).
- ❖ Exercised communications expertise to develop diverse correspondence, including responding to congressional inquiries and meeting needs of Army senior executives offering testimony before Congress.
- ❖ **SIGNATURE ACHIEVEMENT:** Played a key role in developing new military support programs, such as Warrior Transition Units and Family Readiness Programs. Satisfied congressional requests for briefings, executive summaries, and information papers.

**DIVISIONAL MANAGER (BATTALION COMMANDER)**

2005 – 2006

696th Aviation Support Organization, Grand Prairie (Dallas-Fort Worth), TX

Spearheaded planning to establish a multi-component aviation support unit comprising 569 personnel and 183 vehicles, as well as maintenance equipment, night-vision systems, and other associated equipment.

- ❖ Secured \$2.6M in project resources to fund construction efforts and overall project needs.
- ❖ Projected staffing and equipment requirements to position the new organization for success.
- ❖ Served a six-month detail as **Force Development Operations Manager**, analyzing emerging Army requirements, initiatives, concepts, and changes impacting broad Army staffing issues.

**PROGRAM MANAGER / LEAD OPERATIONS EXERCISE PLANNER**

2004 – 2005

U.S. Central Command (USCENTCOM), MacDill AFB (Tampa), FL

Led design, planning, coordination, resourcing, and execution for major military training scenarios to prepare for combined and Joint Task Force operations supporting Operations ENDURING/IRAQI FREEDOM.

- ❖ Integrated Iraqi nationals within a U.S. military exercise—the largest of its kind—a first for Coalition partners.
- ❖ Chief of CENTCOM's Joint Training Functional Capabilities Board working group, building requirements, including cost benefit and risk analyses, and gaining funding approval for complex military initiatives.

**SENIOR PROGRAM MANAGER (CHIEF/FORCE INTEGRATION)**

2003 – 2004

Headquarters, Department of the Army (HQDA), The Pentagon, Washington, DC

Drove priorities and performance for 15 senior military managers (officers) and a team of contractors supporting development and execution of military strategies for planning, resourcing, and deploying Army Reserve resources.

- ❖ Evaluated Total Army Analysis (TAA) detailing force structure requirements / projected impacts through multiple 6-year budget cycles, underpinning Army budget modifications for consideration by Congress.
- ❖ Coordinated sophisticated, rigorous Management Decision Packages supporting budget programming valued at \$50M+ and guiding senior-level decision-making affecting Army budgets.
- ❖ Directed Force Integration Team in the most complex reorganization of the Army Reserve in 100+ years.

ADDITIONAL ENGAGEMENT: SUPERVISORY PROGRAM ANALYST/TEAM CHIEF, HQDA, THE PENTAGON, WASHINGTON, DC 2001 – 2003

**EDUCATION / LEADERSHIP HIGHLIGHTS****BS, Management & Marketing**, Clarkson University, Potsdam, NY

Advanced Strategic Leadership Training (Command &amp; General Staff College), Fort Leavenworth, KS

Leadership Management Program, Army Management Staff College Fort, Belvoir, VA

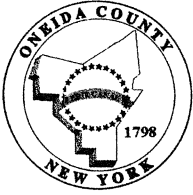
Army Management Staff College: Human Capital / Force Management, Fort Belvoir, VA

**MEMBERSHIPS / RECOGNITION**

Military Officers Association of American (MOAA), Member

Legion of Merit; Meritorious Service Medal (5); Army Staff ID Badge; Army Commendation Medal (4)  
Army Achievement Medal (2); Humanitarian Service Medal; Global War on Terrorism Service Medal

5.



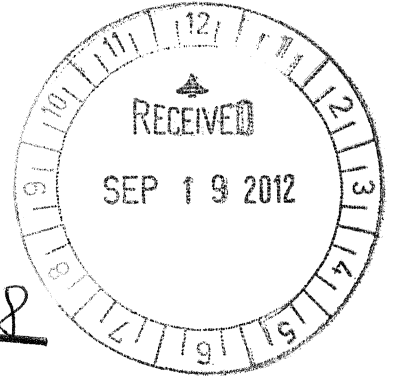
COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**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

September 19, 2012

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



FN 20 12 - 368

**AIRPORT  
WAYS & MEANS**

Dear Honorable Members:

Oneida County is in the final phases of obtaining a clear title of ownership for the former Oneida County Airport, in Oriskany which currently houses the New York State Preparedness Training Center. Final steps include the completion of the FAA Land Release Application and Environmental Assessment. Upon satisfactory completion, the FAA will release the lands free and clear to Oneida County. The total cost estimate to compete this work is approximately \$100,000.00.

Fortunately, there is an anticipated surplus in a Department of Aviation account for the 2012 budget year.

I therefore request your Board approval for the following 2012 fund transfer:

**TO:**

AA# A1620.4951 DPW – Buildings and Grounds / Other Expenses ..... \$100,000.

**FROM:**

AA# A5620.491 Department of Aviation / Other Materials ..... \$100,000.

I also respectfully request the full Board act on this legislation at their **October 10, 2012** meeting.

Respectfully submitted,

Anthony J. Picente, Jr.  
County Executive

- CC: County Attorney
- Comptroller
- Budget Director
- Airport Commissioner
- DPW Commissioner

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6235  
Fax: (315) 768-6299

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

October 1, 2012

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

FN 20 12-369

**PUBLIC WORKS**

Dear County Executive Picente,

**WAYS & MEANS**

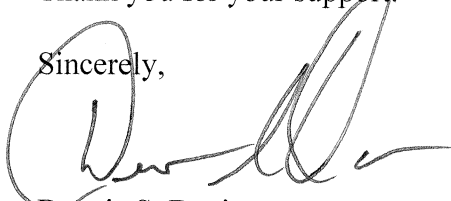
I enclose herewith a Lease Agreement between Oneida County and Cheryl Zammiello/Richard Goodman for the letting of the restaurant space at Union Station.

This Lease Agreement is the culmination of a lengthy process that began with the release of a Request for Proposals (RFP) in June 2012. Two responses to the RFP were received by the July 13, 2012 due date. A screening committee reviewed the responses and, on August 7, 2012 interviewed all three of the responders. Based on these interviews, it was the opinion of the screening committee that the proposal submitted by Cheryl Zammiello and Richard Goodman appeared to be the most viable and have the greatest chance of long term success.

If you approve, I respectfully request that the Lease Agreement be considered by the Oneida County Board of Legislators at the October 10, 2012 regular session. The reason for the expedited review process is that, if acceptable to the Board, Cheryl Zammiello and Richard Goodman need to begin making the necessary renovations to the demised premises in order to accommodate a November 2012 opening of the facility for business.

Thank you for your support.

Sincerely,



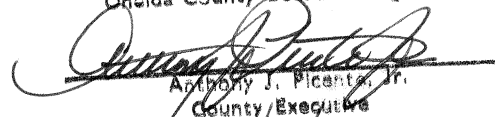
Dennis S. Davis  
Commissioner

cc: County Attorney w/o enc.  
Planning w/o enc.  
Purchasing w/o enc.

Encl.



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



Anthony J. Picente Jr.  
County Executive

Date 10/1/12

# Oneida County DPW Contract Summary

Division: Buildings & Grounds  
Contact: Mark Laramie  
Telephone Number: (315) 793-6236

Commodity and/or Labor Contract \_\_\_\_\_  
Professional Services Contract \_\_\_\_\_  
NYSOGS Contract \_\_\_\_\_  
Competitive Bid or Proposal X  
Sole Source \_\_\_\_\_  
Lease X

Board of Legislators Approval Required Yes

Name of Contracting Organization: **Cheryl A Zammiello & Richard Goodman**  
**9393 Pinegrove Lane**  
**Marcy, NY 13403**

Title of Activity or Service: **Lease**

Description of Proposed Services: **Lease for restaurant area at Union Station, 321 Main St., Utica, NY.**

Total Funding Requested: **\$150,000.00**  
(5 Year Period)

Account Number **A1740**

Proposed Funding Source: Federal \_\_\_\_\_  
State \_\_\_\_\_  
County \_\_\_\_\_  
Other \_\_\_\_\_

Oneida County Department Staff Comments: \_\_\_\_\_

## LEASE AGREEMENT

This Lease Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the **County of Oneida**, a municipal corporation organized under the laws of the State of New York with offices at 800 Park Avenue, New York 13501, hereinafter called the **Lessor**, and **Cheryl A. Zammiello and Richard Goodman**, residing at 9393 Pinegrove Lane, Marcy, New York 13403, hereinafter called the **Lessee**, in consideration of the covenants and agreements hereinafter mentioned on the part of the Lessee to be kept and performed at the following described premises:

Approximately six thousand and nine hundred (6,900) square feet of space on the first floor 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 hereto 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 the operation of a restaurant facility. The sale and dispensing of any alcoholic beverages may be done upon proper licensure and then, only as incidental to the operation of the restaurant. Lessee agrees that the Demised Premises shall not be used or allowed to be used for any illegal or criminal activity and, in the event that it can be shown that Lessee engaged in or allowed such activity, Lessor shall have the right to immediately terminate Lessee's use and occupancy of the Demised Premises under this agreement.

### 1. LESSOR'S FACILITIES

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, orderly and neat manner so as not to interfere in any way with the maintenance or operation of the business of Lessor or of its other licensees and tenants or with any structures or facilities appurtenant to the business of Lessor or its licensees and tenants and so as not to detract from the appearance of the Station.

### 2. TERM

Lessee shall hold the Demised Premises for an initial term of five (5) years, commencing on November 1, 2012 and ending on October 31, 2017, unless sooner terminated as hereinafter provided. Provided the Lessee is not then in default under the terms of this Lease, Lessee shall have the option to renew this lease on the same terms and conditions subject to the rental adjustments hereinafter provided, for one (1) additional five (5) year term.\*Should the Lessee elect to exercise the renewal option, the Lessee shall provide written

\*Subject to Board of Legislator approval.

RA  
C2

9.

notice to the Lessor not less than one hundred eighty (180) days prior to the expiration of the initial lease term.

### 3. RENT

Lessee shall pay to the Lessor as and for rent of the Demised Premises as follows:

	<u>Annual rent</u>	<u>Monthly Installment</u>
Year 1	\$24,000.00	\$2,000.00
Year 2	\$27,000.00	\$2,250.00
Year 3	\$30,000.00	\$2,500.00
Year 4	\$33,000.00	\$2,750.00
Year 5	\$36,000.00	\$3,000.00

The payment of rent in monthly installments is for the convenience of the tenant only, and the monthly installments are due in advance on the 1<sup>st</sup> day of each and every month. Should the Lessee elect to exercise its renewal option, the rent for the first year of the renewal term shall increase by 4% from the amount paid in the last year of the initial lease term, and shall increase by 4% per year thereafter throughout the remainder of the renewal term.

### 4. ASSIGNMENT

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 express written consent of the Lessor. All additions, permanent fixtures or improvements including lighting, moldings, and signage which may be made by the Lessee, except movable 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.

### 5. CONDUCT OF BUSINESS/OPERATIONS BY LESSEE

- a. The Lessee shall operate a restaurant facility within the leased premises.
- b. No other unrelated activities shall be permitted without the prior written consent of Lessor.
- c. Lessee will conduct business within the confines of the demised space only (as described more completely on **Exhibit A**) and patrons shall be served exclusively within the Demised Premises.
- d. The Lessor will permit the serving of alcoholic beverages only in support of and subordinate to the operation of a restaurant. Alcoholic beverages may be served in the restaurant, Grill Room, and the indoor Cafe area. With the permission of the Lessor, alcoholic beverages may be served in a prescribed outdoor area. Further, alcoholic beverages may be served in the main lobby during special events upon the express written permission of the Lessor on a case-by-case basis. Serving of any alcoholic beverages in any location will be subject to the lessee obtaining appropriate permits from the NYS Alcoholic Beverage Control Board.

e. Lessee shall be responsible for securing and maintaining all required operating permits, licenses and certificates. Copies of all permits, licenses and certificates and copies of any renewals thereto shall be provided to Lessor within 30 days of receipt.

6. HOURS OF OPERATION

a. The Lessee shall be required to serve lunches six (6) days per week, Monday through Saturday, from 11:30 a.m. to 2:30 p.m., and dinners five (5) days per week, Tuesday through Saturday, from 5:00 p.m. to 9:00 p.m.

b. Hours may be extended at Lessee's discretion for special events held on the premises.

c. Hours of operation shall not be modified without the prior written consent of Lessor.

d. Occurrences causing temporary closings, including but not limited to occurrences such as remodeling, strikes, interruption of utilities or a disability or illness of short duration\* shall be excluded from these provisions. The Lessee shall operate the restaurant in a manner that will not result in the introduction into the common area or offices or other rental spaces of noise, music or other loud sounds that may interfere with the ability of other tenants or offices to carry on normal business activity, or that interferes with the public's right to enjoy the Station environment or the public's ability to hear public announcements of activities related to the transportation services at the Station.

7. ENTERTAINMENT

Entertainment will be permitted only in support of and subordinate to restaurant operations. The type of entertainment will be subject to approval by the County. Entertainment must not conflict with the Station's transportation function, other tenant operations or office use. The hours during which entertainment will be permitted will be set forth by the Lessor on an as-needed basis and shall not be unreasonably withheld. All requests must be made at least 48 hours in advance of such events, and shall be made in writing to the Lessor's designated representative. The Lessor may permit the Lessee to conduct entertainment on the Demised premises only of the type and in the location as may described in any special use permits applied for and issued by the Deputy Commissioner of Public Works.

8. MAINTENANCE

Lessee shall be responsible for maintaining the Demised Premises during the term of this Lease in a neat, safe and sanitary condition and shall regularly clear 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.

9. SECURITY

Lessee shall be responsible for securing the Demised Premises and shall provide

\*"of short duration" shall be defined as lasting not more than fourteen (14) consecutive days.



additional security measures at their discretion. Lessor shall not be responsible for any losses resulting from theft or vandalism occurring on the Demised Premises.

#### 10. COMMON AREAS

a. 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**.

b. Lessee shall not use the main lobby for any reason other than as a waiting area for those seeking service at the restaurant facility during those hours when Union Station is open to the public. After hours, patrons must enter and exit the restaurant through the outside entrance located adjacent to Railroad Street. Patrons awaiting service at the restaurant facility shall not interfere with the operations of Union Station or adversely impact other tenants. Additional use restrictions are more fully described in paragraph 14, "Machinery and Equipment."

c. 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.

d. Smoking by restaurant patrons will not be permitted anywhere within Union Station. Smoking will be permitted in the prescribed outdoor areas only as permitted by law.

#### 11. JOINT USE

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.

#### 12. UTILITIES/SERVICES

a. Lessor agrees to furnish Lessee with heat, water and sewer service at their present capacity and configuration. The Lessor also will provide janitorial services and maintenance of waiting room, public bathrooms, hallways, entrances and common areas. The Lessee agrees that they are responsible for all electricity and gas service, and solid waste removal from dumpster containers. The Lessor shall not maintain Lessee's space. Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, and security for the common areas. Lessor shall not be responsible for any loss of income or suspension of Lessee's services due to a delay or loss of electric or gas service to the Demised Premises unless the sole and proximate cause for such loss of income or suspension of services is the Lessor's own negligence or lack of exercise of due care.

b. The Lessor hereby grants to the Lessee the right to use Lessor's two (2) air conditioning units currently on the premises, one of which is in the Grill Room and one of which is in the Dining room. The Lessee takes these units in "as is" condition, and the Lessor shall have no obligation and/or responsibility to repair and/or replace these units in the event

12.



they malfunction or are no longer operational. These units shall be returned to the Lessor at the expiration of the Lease term. The Lessee shall be responsible for maintenance, repair and replacement of these units, if necessary. In the event the Lessor's units are no longer operational, the Lessee shall give written notice to the Lessor prior to replacing and/or disposing of same, and shall obtain the Lessor's prior written consent. In the event no such notice is given by the Lessee or in the event that no such written approval is given by the Lessor, the Lessee shall be financially responsible to the Lessor for the cost of replacing the same.

### 13. TELEPHONE AND DATA SERVICE

The Lessee shall have the right to have telephone and data service installed at the Lessee's own expense. Lessee, upon expiration or termination of this agreement, shall have the right to remove from the Demised Premises any telephones or equipment which are the Lessee's property. Establishment of telephone service must first be approved by the Lessor to assure proper installation and location thereof and such approval shall not be unreasonably delayed, withheld or conditioned.

### 14. MACHINERY AND EQUIPMENT

a. The Lessor hereby grants to the Lessee the right to use Lessor's machinery, kitchen equipment and other miscellaneous personal property in connection with their operation of a restaurant upon the Demised Premises, an itemized list of which is annexed hereto and marked as **Exhibit B**. The Lessor makes no representations and/or warranties as to their capacity, condition or suitability for any particular use or purpose and Lessee hereby accepts such equipment "as is". The Lessor shall have no obligation and/or responsibility to repair and/or replace such equipment in the event it malfunctions or is no longer operational. The Lessee shall keep all such equipment in good and serviceable order and repair and shall use such equipment in compliance with all applicable state and local fire, building and sanitary codes. Such equipment shall be returned to the Lessor upon the expiration or termination of this Lease, reasonable wear and tear excepted. The Lessee shall have no right to replace, remove or dispose of Lessor's property under any circumstances without first obtaining the Lessor's written consent, and, in the event Lessee does so, Lessee shall be financially responsible to the Lessor for the cost of replacing the same.

b. The Lessee shall have the right to purchase and use any machinery and/or equipment as may necessary and incidental to its business operations. If such machinery and/or equipment cannot be installed without affixing it to the Demised Premises in such a way that it cannot be removed without causing damage to the structure, then the Lessee shall first obtain the written consent of the Lessor, which consent shall not be unreasonably delayed, conditioned or withheld. Should this occur, the Lessee agrees that the machinery and/or equipment shall be deemed a "fixture" to the Demised Premises and may not be removed by the Lessee at the expiration or termination of the Lease without first obtaining the written consent of the Lessor. The Lessor shall be under no obligation to consent to the removal of any such fixtures and, in any event, such consent will only be permitted in the event the Lessee agrees to restore the Demised Premises to the condition that existed prior to the installation of same and agrees to post a bond or other security for the faithful performance thereof, in an amount to be determined by the Lessor.

c. To the extent that any of Lessee's machinery, equipment and/or personal property is capable of being removed without damage to the real property, the Lessee shall be permitted to remove same at the expiration and/or termination of the Lease. Upon the expiration and/or termination of the Lease or any renewal period, the Lessee agrees to remove all of its removable machinery and equipment within a period of thirty (30) days thereafter, or such longer period of time as may be agreed to by the Lessor, at its sole discretion. If such removal is not completed by the Lessee within such time frame, the Lessor shall have the right to remove the same, charging the expense of such removal, as well as reasonable storage fees, to the Lessee. The Lessor shall have the option of pursuing its appropriate legal remedies to collect such expense or, following 120 days after such removal by the Lessor, the Lessor may sell any of such machinery and equipment in storage in order to pay for such expenses, forwarding the surplus, if any, which is not needed to satisfy any outstanding liability owed by the Lessee to the Lessor, to the Lessee, provided that the Lessor must give the Lessee at least thirty (30) days written notice thereof and an opportunity to remove said items within such period.

d. The Lessee shall be responsible for cleaning and maintaining both Lessor's and Lessee's equipment and kitchen related venting and ductwork in normal working condition throughout the term of this Lease or any renewal thereof. The Lessee shall also be responsible for any necessary replacement or repair of kitchen equipment and for the purchase and installation of any additional kitchen equipment desired by the Lessee, subject to the terms and conditions elsewhere recited in this Lease. The Lessor shall consent in writing prior to replacement and/or installation by Lessee of any machinery or equipment.

#### 15. ACCEPTANCE OF PREMISES/DUTY TO REPAIR

Lessee hereby accepts the Demised Premises in the condition they are in at the beginning of this Lease and agrees to maintain 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.

#### 16. RENOVATIONS

It is agreed between the parties that the Demised Premises may be renovated by the Lessee to suit the Lessee's needs, provided that the Lessee shall obtain the prior written consent of the Lessor. The Lessor shall be under no obligation or responsibility to consent to any such renovations and may, in its sole discretion, impose any such conditions as it deems necessary appropriate, including but not limited to requiring the posting of a security bond to insure the completion of any work, requiring the posting of a security deposit to protect against any damage that may be caused to the Demised Premises in the performance of such work, and requiring the Lessee to obtain and secure any necessary permits as may be

necessary for the performance thereof. It is mutually understood and agreed that the cost of any such renovations will be borne fully by the Lessee. Such renovations may only be made by the Lessee with Lessor's written consent and subject to approval by the New York State Office of Parks, Recreation and Historic Preservation, if necessary, 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 or lead) 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.

17. BUSINESS SIGN AND SUPPORT INFORMATION

a. Lessee is not allowed to permanently locate items on the lobby side of the restaurant walls without prior approval of the Lessor, including the posting of any signage, notices, or any other item on the lobby side of the restaurant.

b. 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 the New York State Office of Parks, Recreation and Historic Preservation, if necessary, and such consent shall not be unreasonably delayed, withheld or conditioned.

c. Lessee may display support information and promotional material within Lessee's leases premises, the exact location, character, color, size and wording to be approved in writing by Lessor and such consent shall not be unreasonably delayed, withheld or conditioned.

18. ACCESS BY HANDICAPPED

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.

19. LESSEE PARKING

Lessee shall have the right to park two (2) employee automobiles at a location to be determined by the Lessor. The Lessor shall provide access for delivery to the restaurant door on the north side of the Station.

20. ACCESS TO PREMISES BY LESSOR

Lessee agrees that Lessor, its agents and/or employees, shall have the right to enter into and upon the Demised 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 Demised Premises or any part thereof as necessary in order to effectuate any rehabilitation of the Demised Premises, to the extent that such right does not interfere with the Lessee's use and enjoyment

15.

of the Demised Premises.

#### 21. DAMAGES TO LESSEE'S PROPERTY

All personal property placed or moved in the Demised 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.

#### 22. DAMAGE TO LESSOR'S PROPERTY

The Lessee shall be responsible for all damages to the Demised Premises caused by the negligence of Lessee or any of their 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.

#### 23. RIGHT TO REPAIR

The Lessee reserves the right and agrees to repair the Demised 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 Five Hundred Dollars (\$500.00), 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.

#### 24. DESTRUCTION OF PREMISES

In the event the Demised 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 non-tenantable, then the Lessor shall have the right to render said premises tenantable by repairs to be completed within ninety (90) days therefrom. If said premises are not rendered tenantable 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 non-tenantable 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 non-tenantable. The determination of what is tenantable or non-tenantable shall be made by the fire or building code inspector of the State of New York.

25. INSURANCE

a. 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 and property damage 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.

b. 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.

26. LIABILITY OF LESSOR/INDEMNIFICATION OF LESSOR

Lessee agrees that it shall defend, with competent counsel, 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.

27. DEFAULT OF LESSEE

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. The Lessee shall be entitled to receive a notice of default and be given an opportunity to cure such default prior to termination of the Lease. In the case of non-payment of rent, the Lessee shall be entitled to a 3-day notice to cure and, in the case of all other defaults, the Lessor shall be entitled to a 30-day notice to cure, provided, however, that in the event of serious and/or repeated Lease violations, the Lessor may terminate the Lease on 30-days notice and Lessee waives its right to cure.

28. NOTICES

a. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered by either (1) personal delivery or (2) registered or certified mail. Notices to the Lessor 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: **Cheryl Zammiello and Richard Goodman, 9393 Pinegrove Lane, Marcy, New York 13403.**

17.

b. The Lessee acknowledges and agrees that any request, complaints or comments regarding the operation of Union Station, the conduct of its employees or tenants or the obligations of the Lessor with regard to the Demised Premises under this agreement shall be directed exclusively to the County officer or his/her designee indicated above and not to any County employee or Station tenant directly. The designated County officer may be reached at (315) 793-6236 or (315) 793-6248.

29. WAIVER LIMITED

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.

30. CONDITIONS UPON NON-RENEWAL

In the event that Lessee elects not to exercise its 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 Demised 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 Demised 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 a ten percent (10%) increase, 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.

31. TERMINATION IN EVENT OF CONDEMNATION

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.

32. AMENDMENTS AND MODIFICATIONS

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.

33. JOINT AND SEVERAL LIABILITY / SUCCESSORS IN INTEREST

a. The Lessees herein named shall be jointly and severally liable for the performance of the terms of this Lease.

b. This Lease shall be binding upon the Lessor and Lessee and upon any party or parties who may succeed to their interests.

18.

34. SEPARABILITY

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.

35. CAPTIONS

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.


LESSOR (County of Oneida):

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

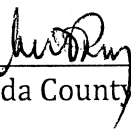
LESSEE:

  
\_\_\_\_\_  
Cheryl A. Zammello

LESSEE:

  
\_\_\_\_\_  
Richard Goodman

Approved as to form only

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

**ADDENDUM**

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

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

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

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

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

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the



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

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

---

---

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in

21.

writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

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

When applicable to the services provided pursuant to the Contract:

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

6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

#### **5. Non-Assignment Clause.**

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

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

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

#### **7. Non-Discrimination Requirements.**

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

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

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

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

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

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

25

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

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

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

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

#### **12. Conflicting Terms.**

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

**13. Governing Law.**

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

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

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

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

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

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

**16. Gratuities and Kickbacks.**

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

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### **17. Audit**

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

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

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

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

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

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



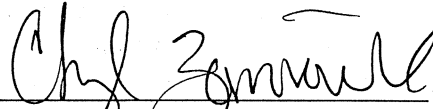
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

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

**County of Oneida**

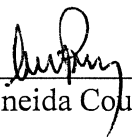
By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

**Contractor**

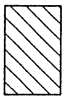
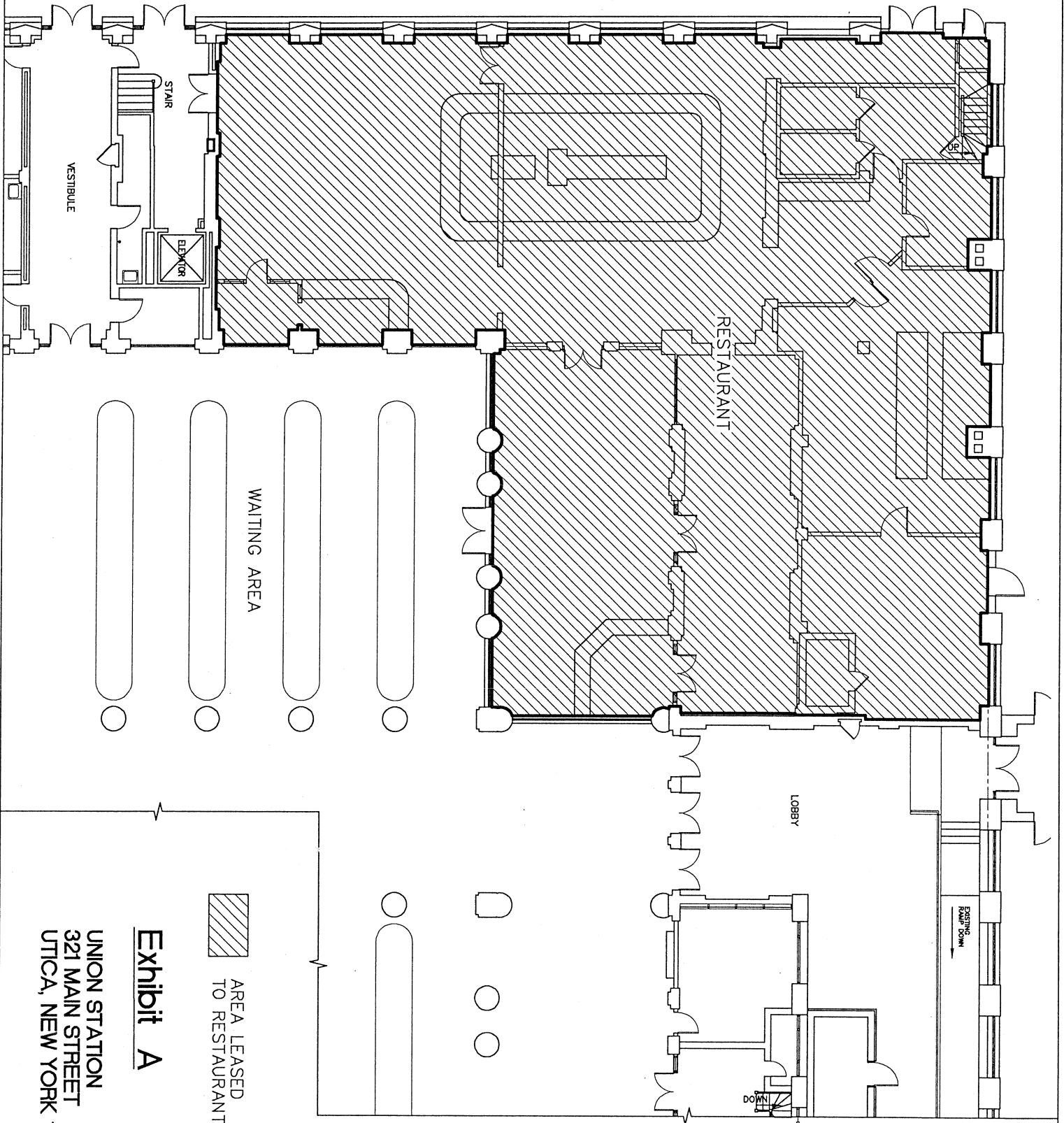
By:   
Cheryl A. Zammiello

By:   
Richard Goodman

Approved as to Form only

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

RAILROAD STREET



AREA LEASED  
TO RESTAURANT

**Exhibit A**

UNION STATION  
321 MAIN STREET  
UTICA, NEW YORK 13501

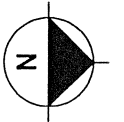


Exhibit B (Page 1 of 16)  
 Oneida County Asset  
 Cooler, Double Door  
 09-28-2012

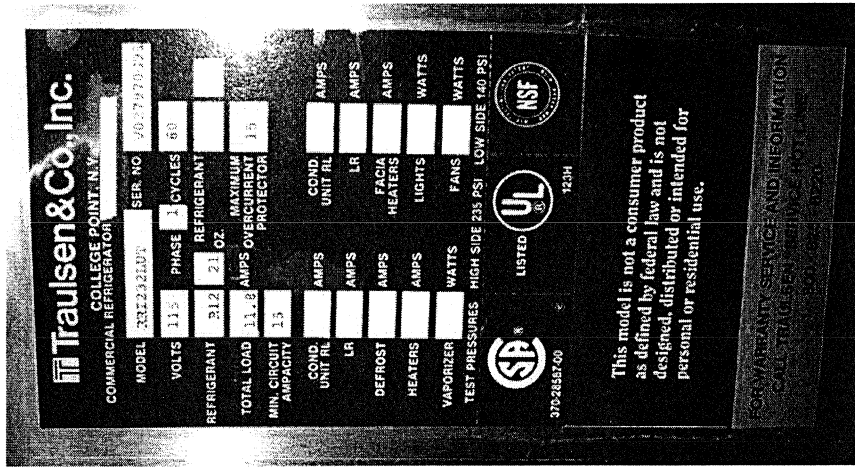
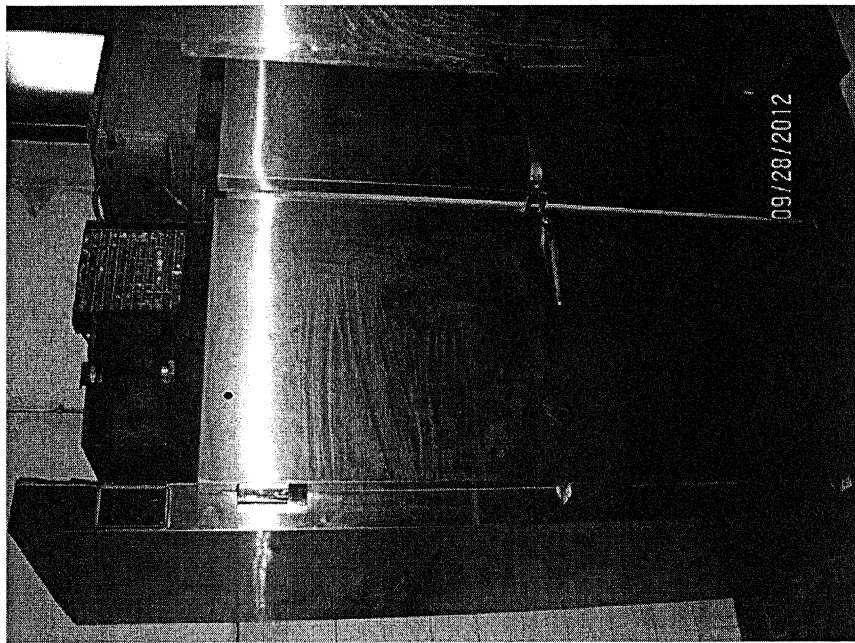


Exhibit B (Page 2 of 16)  
 Oneida County Asset  
 Cooler, Single Door  
 09-28-2012

**Traulsen & Co., Inc.**  
 COLLEGE POINT, N.Y.  
 COMMERCIAL REFRIGERATOR

MODEL	RR1132LUT	SER. NO.	7023040G91
VOLTS	115	PHASE	1
REFRIGERANT	R12	REFRIGERANT	
TOTAL LOAD	2.26	AMPS OVERCURRENT PROTECTOR	15
MIN. CIRCUIT AMPACITY	15		

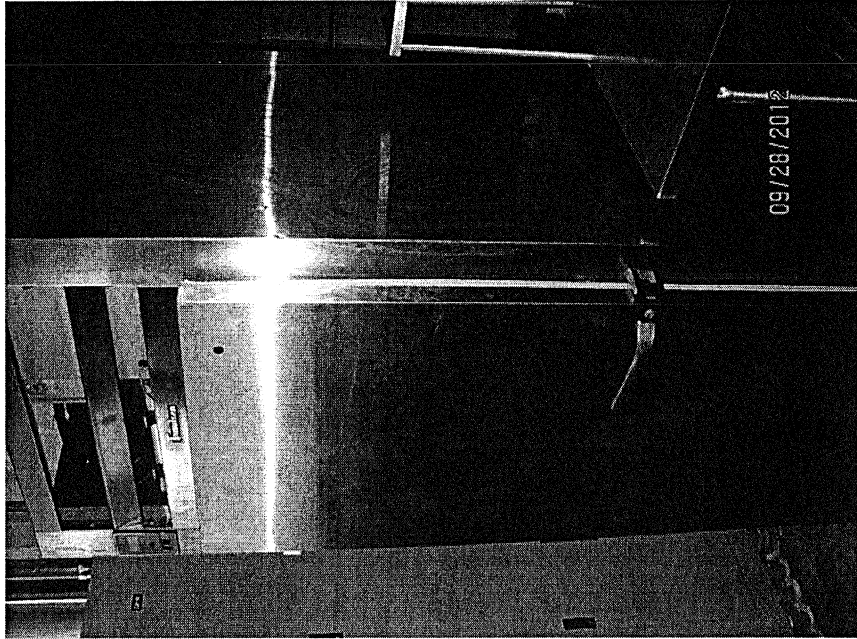
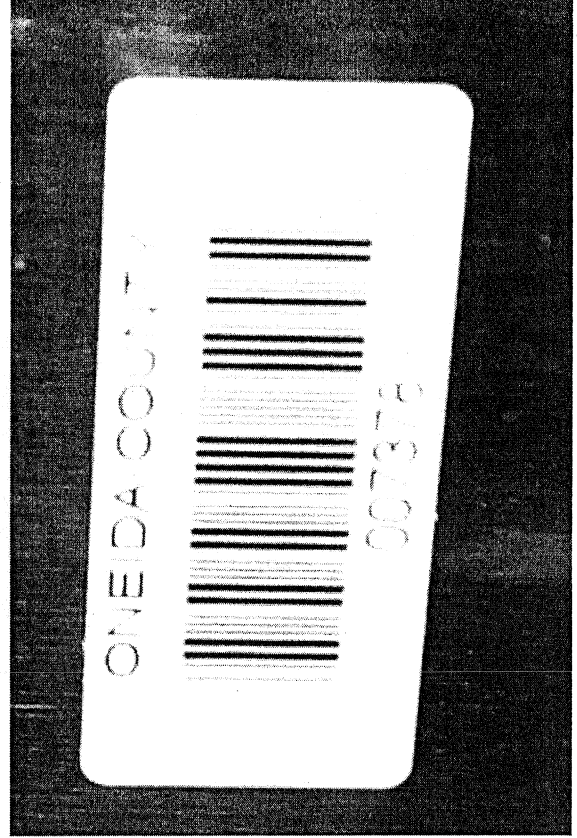
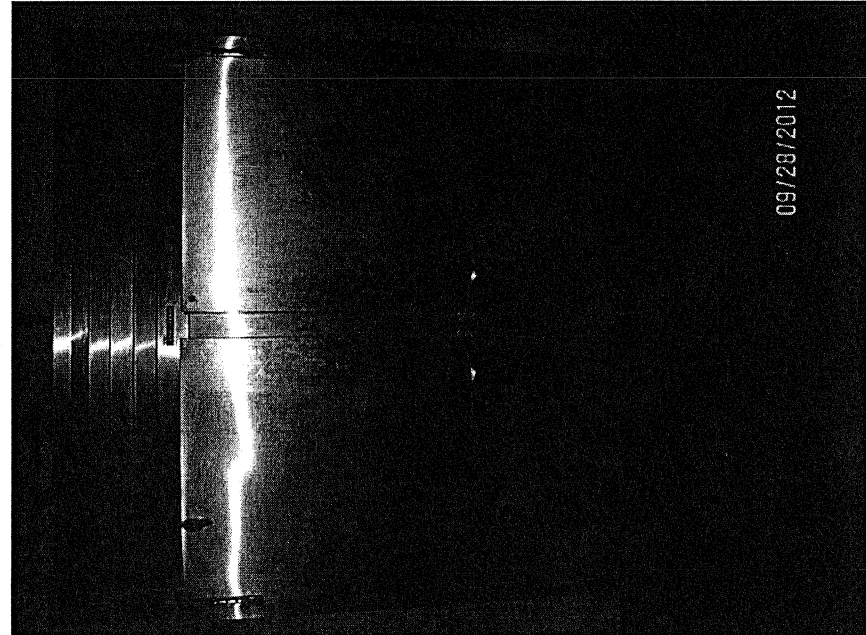


Exhibit B (Page 3 of 16)  
 Oneida County Asset  
 Cooler, Double Door  
 09-28-2012



**Traulsen & Co., Inc.**  
 COLLEGE POINT, N.Y.  
 COMMERCIAL REFRIGERATOR

MODEL	PR1232LTT	SER. NO.	V02 3050G91
VOLTS	115	PHASE	1
REFRIGERANT	R134a	CYCLES	60
TOTAL LOAD	11	REFRIGERANT	
MIN. CIRCUIT AMPACITY		MAXIMUM OVERCURRENT PROTECTOR	1
		OZ.	

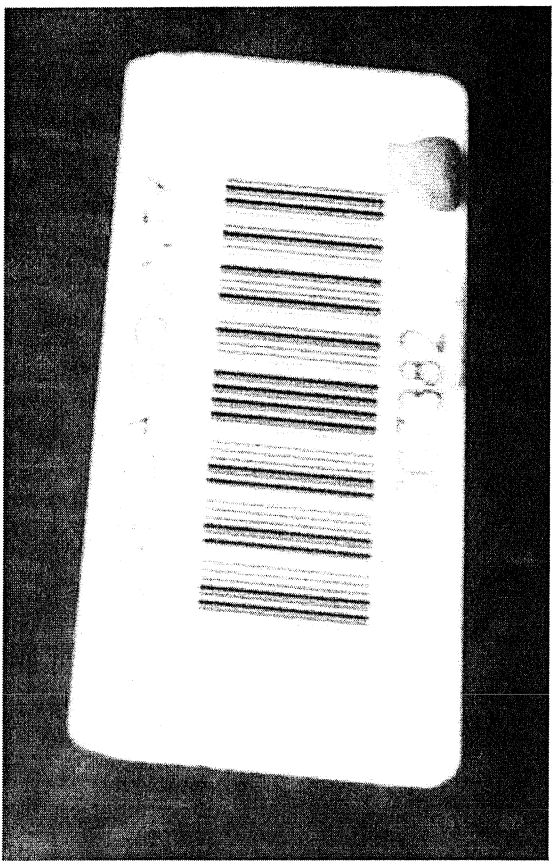






Exhibit B (Page 5 of 16)  
Oneida County Asset  
Cooler, Small Double Door  
09-28-2012



09/28/2012

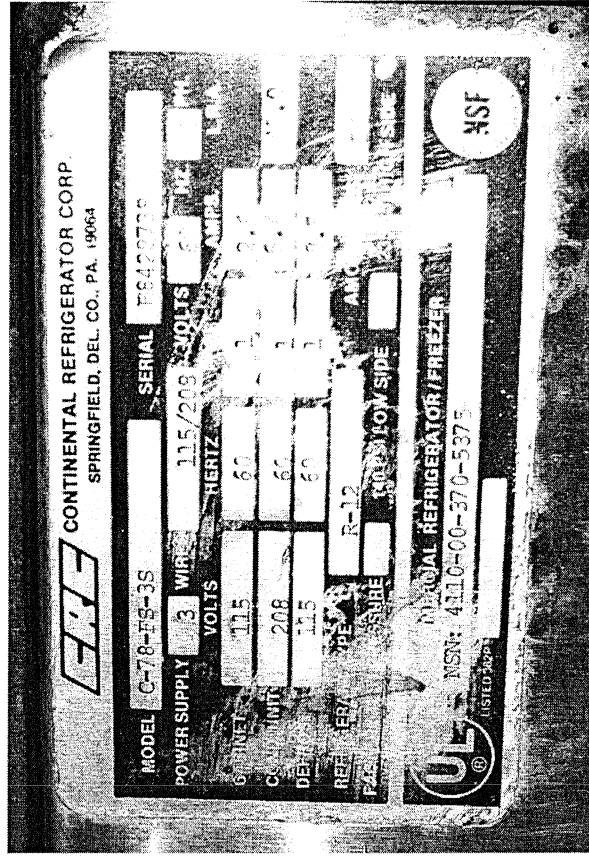


Exhibit B (Page 6 of 16)  
Oneida County Asset  
Cooler, Walk-In  
09-28-2012

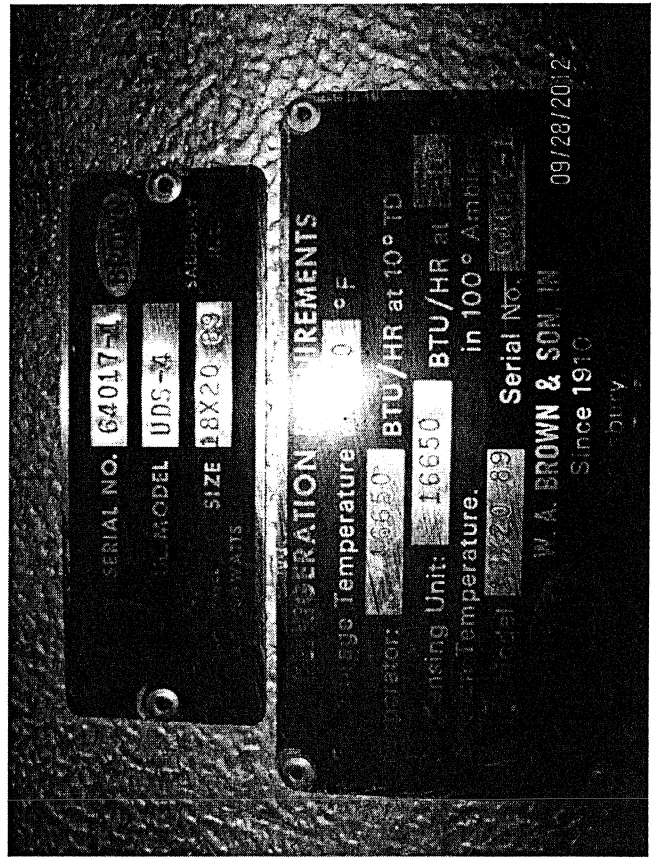
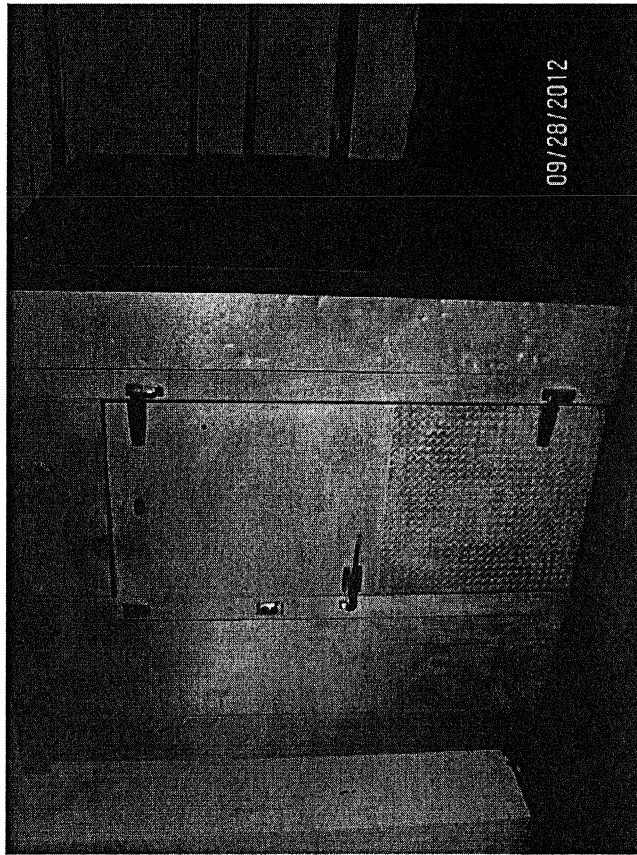




Exhibit B (Page 7 of 16)  
Oneida County Asset  
Bathroom #1  
09-28-2012



Exhibit B (Page 8 of 16)  
Oneida County Asset  
Bathroom #2  
09-28-2012

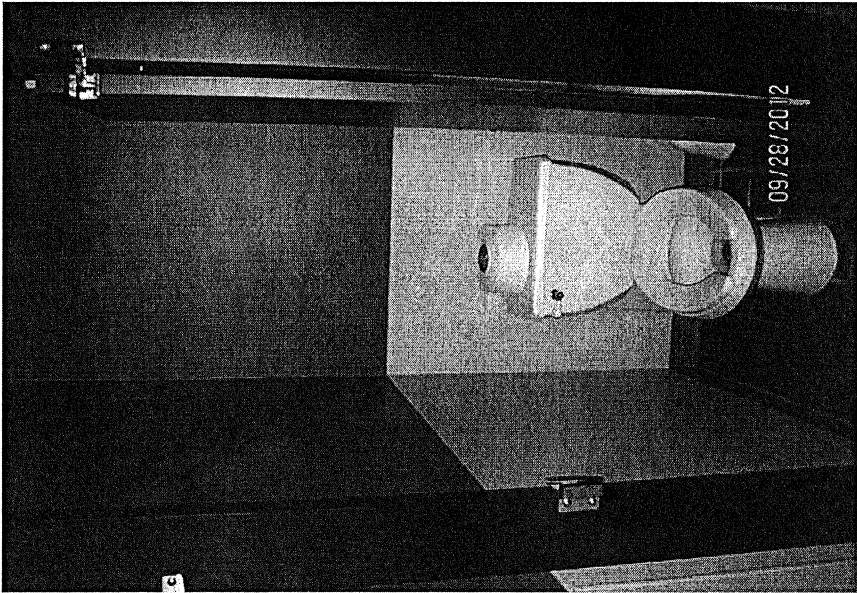
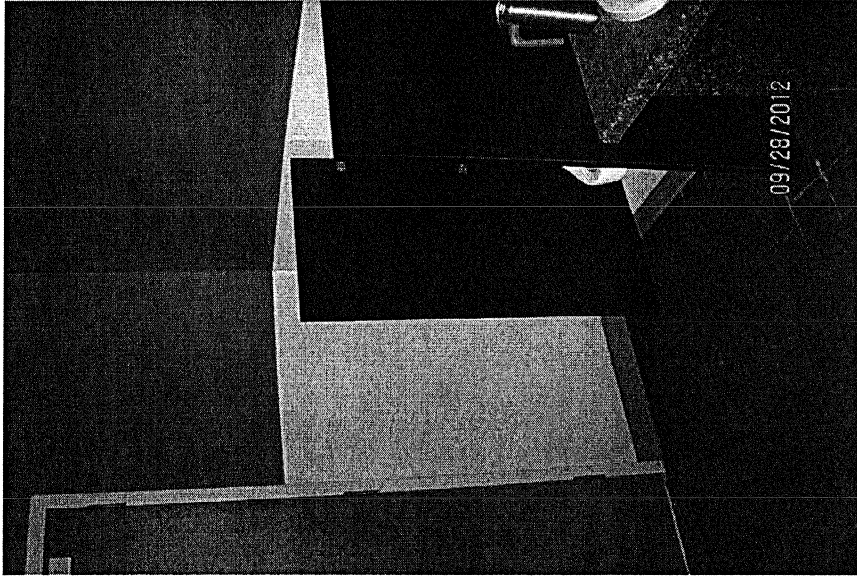


Exhibit B (Page 9 of 16)  
Oneida County Asset  
Bathroom #3  
09-28-2012

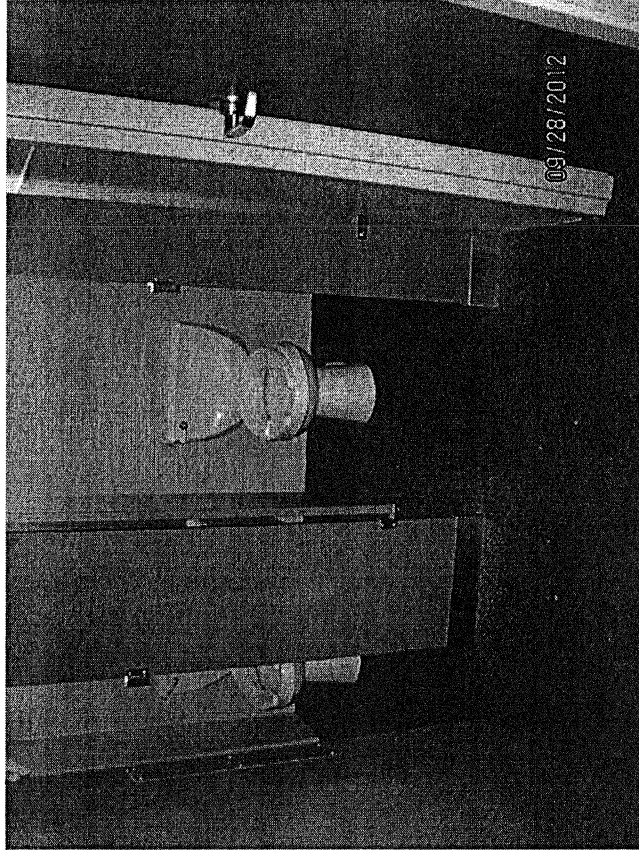
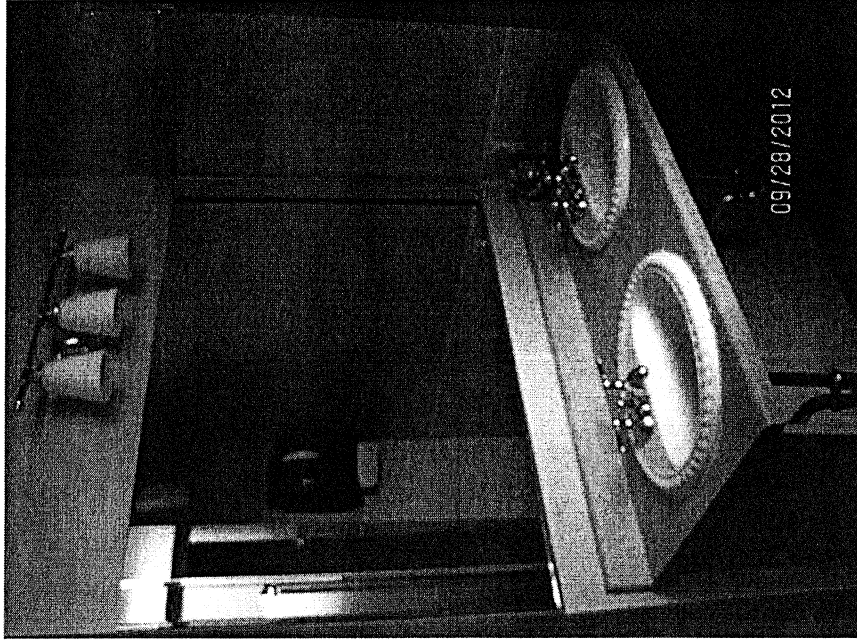


Exhibit B (Page 10 of 16)  
Oneida County Asset  
Small Bar Area  
09-28-2012

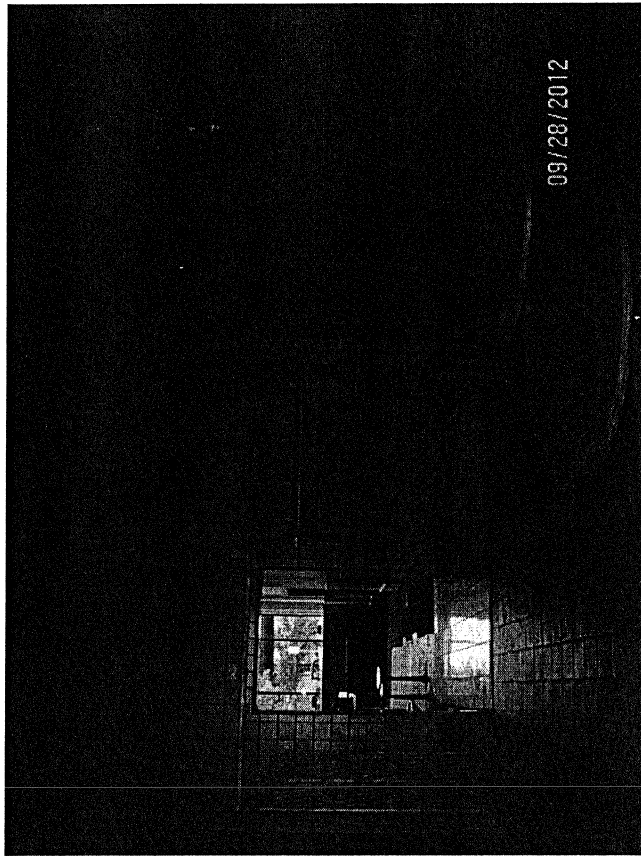
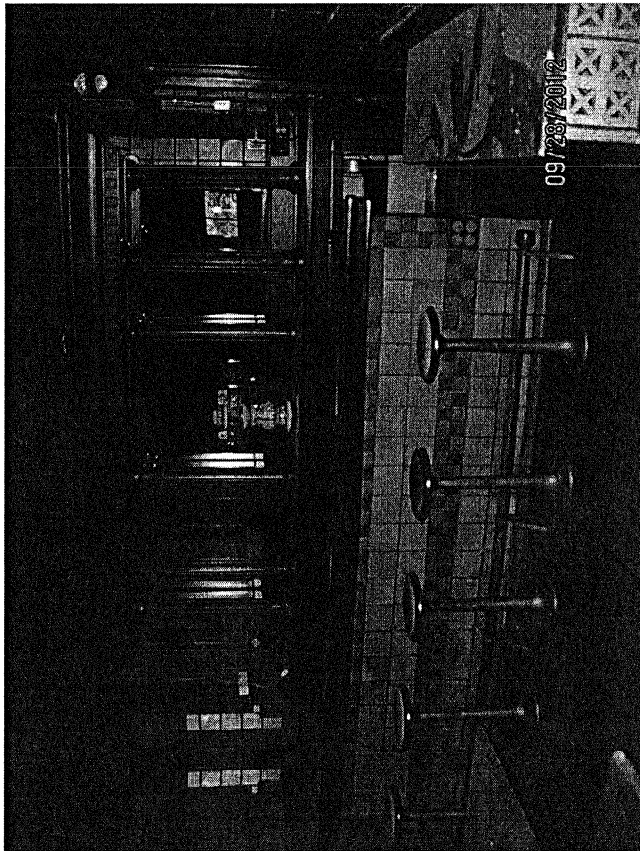




Exhibit B (Page 11 of 16)  
Oneida County Asset  
Bathroom #3  
09-28-2012

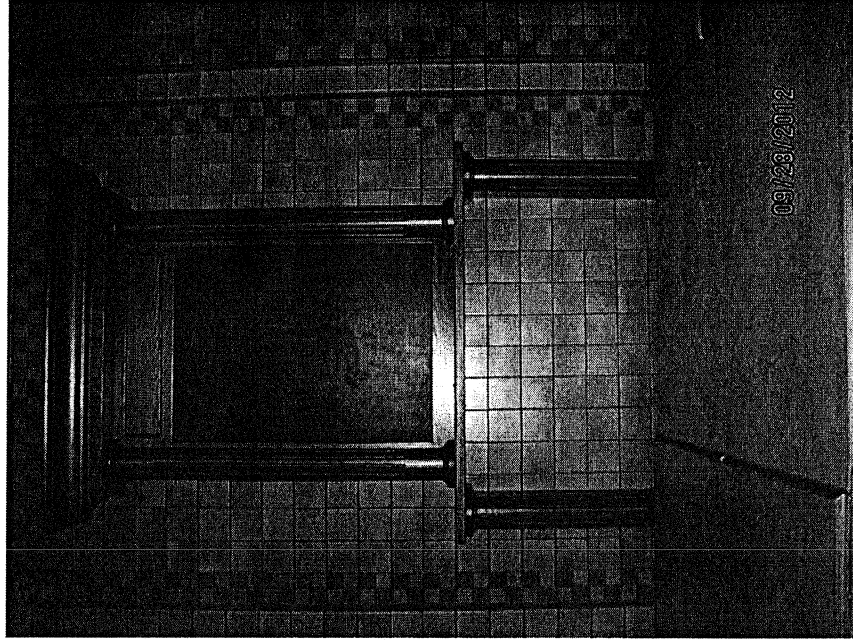
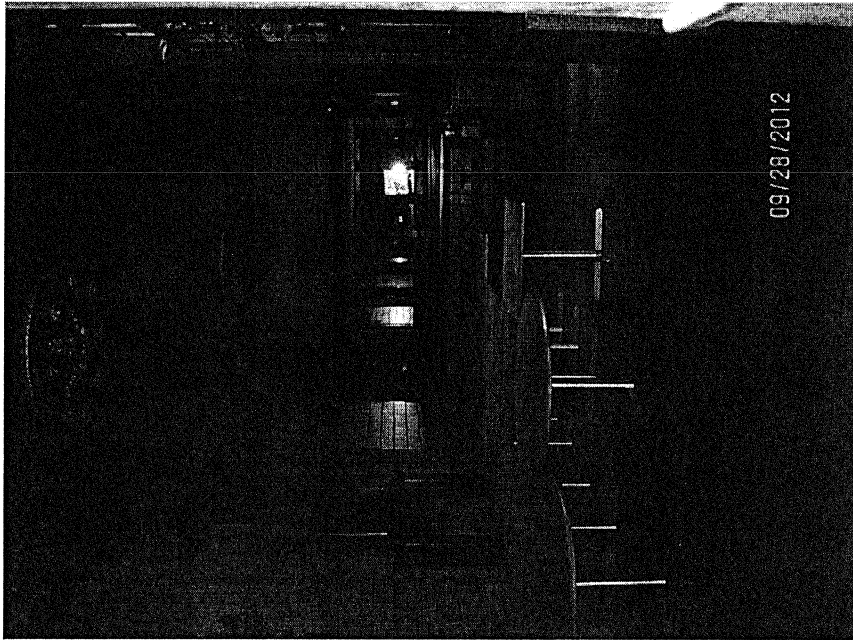


Exhibit B (Page 12 of 16)  
Oneida County Asset  
Large Bar Area  
09-28-2012

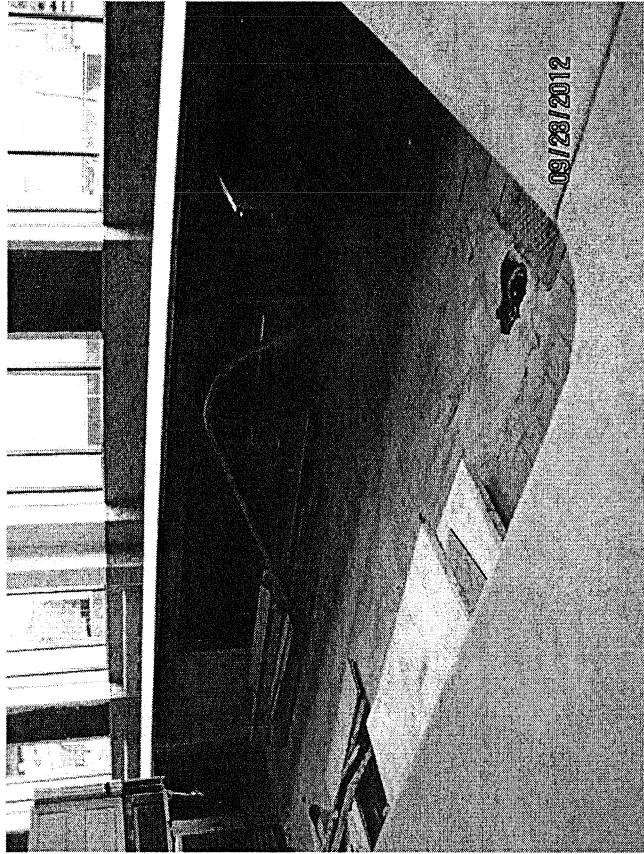
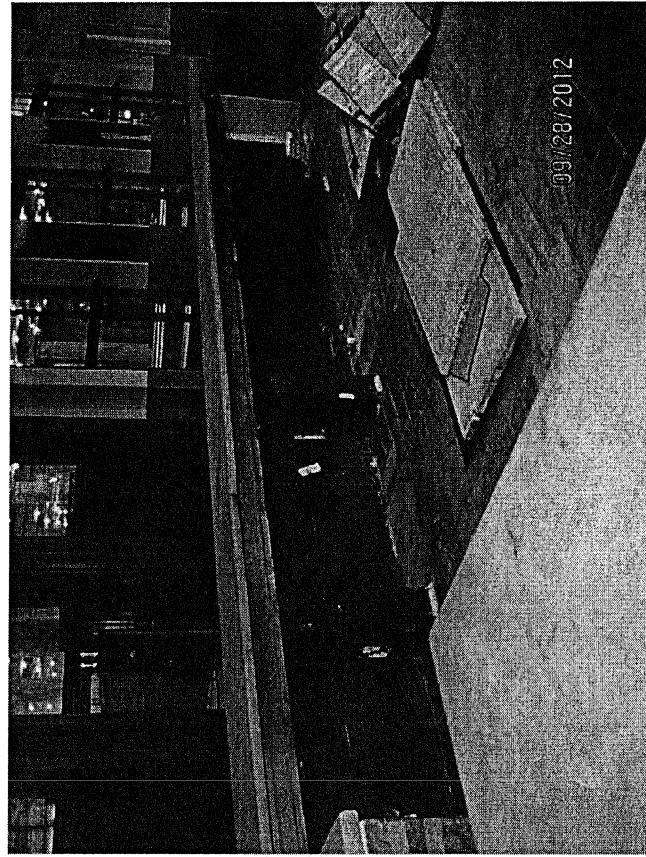


Exhibit B (Page 13 of 16)  
Oneida County Asset  
Large Bar Area  
09-28-2012

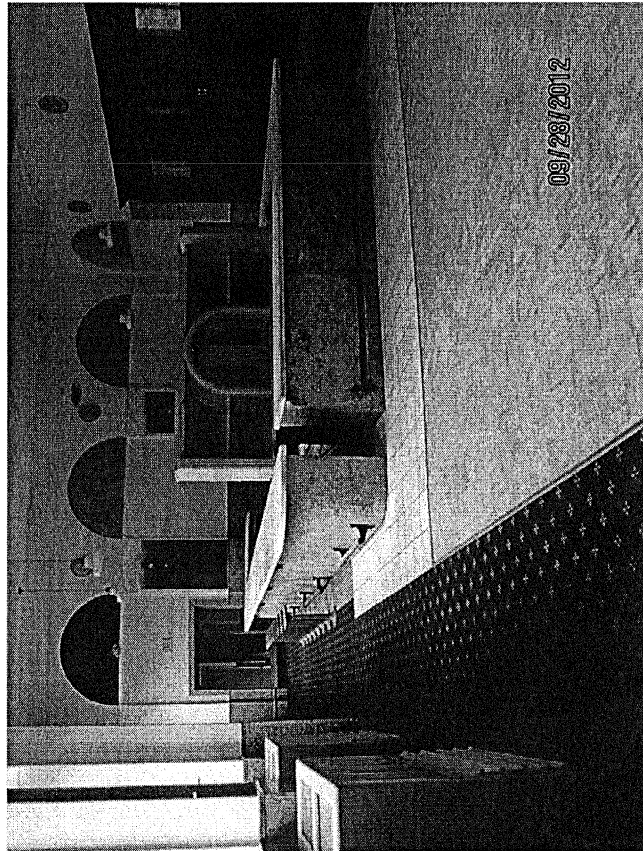
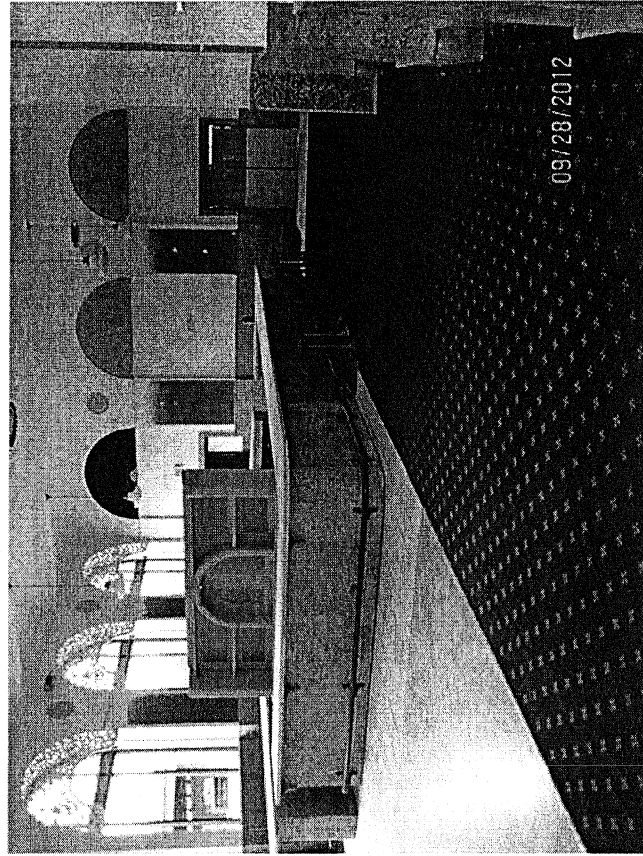


Exhibit B (Page 14 of 16)  
Oneida County Asset  
Large Bar Area  
09-28-2012

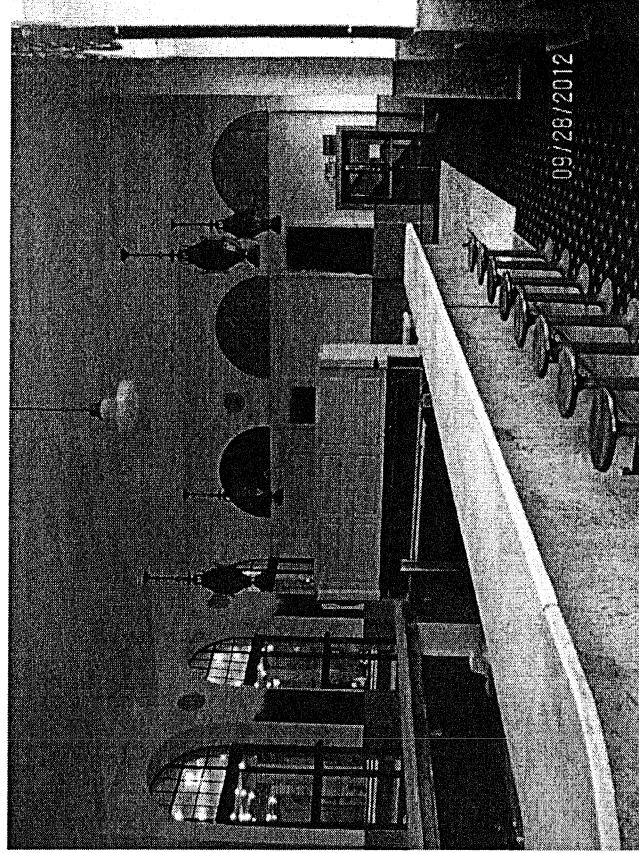
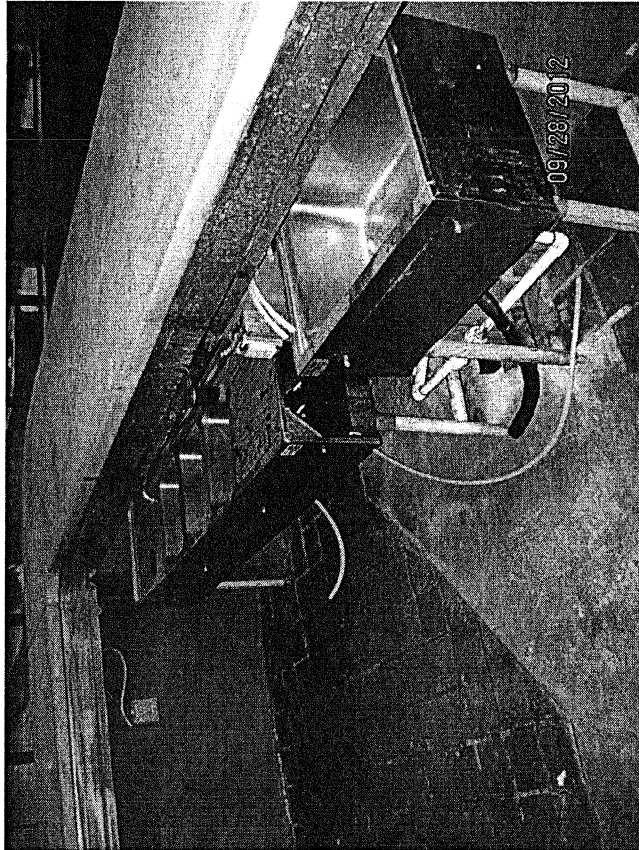




Exhibit B (Page 15 of 16)  
Oneida County Asset  
Water Heater  
09-28-2012

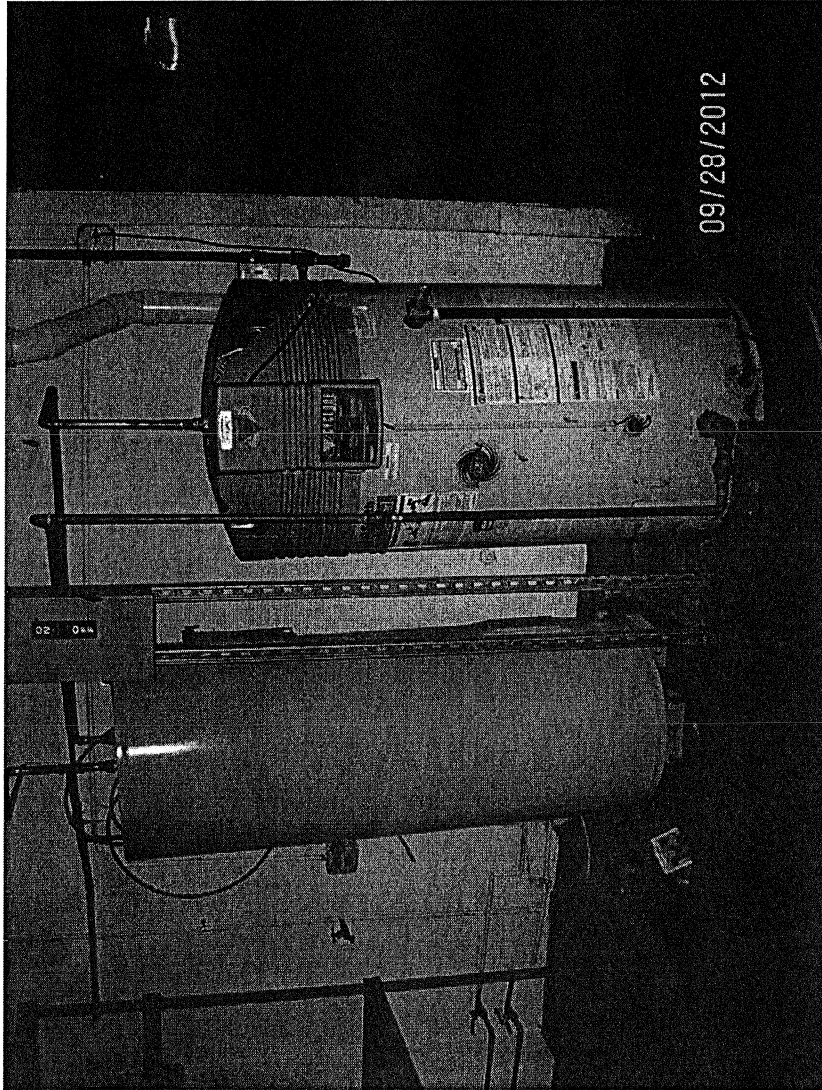
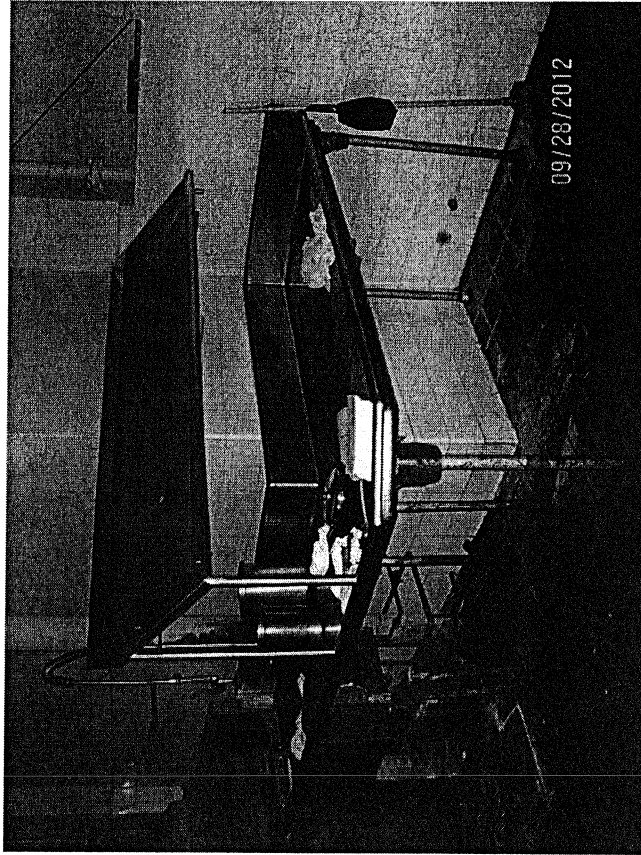
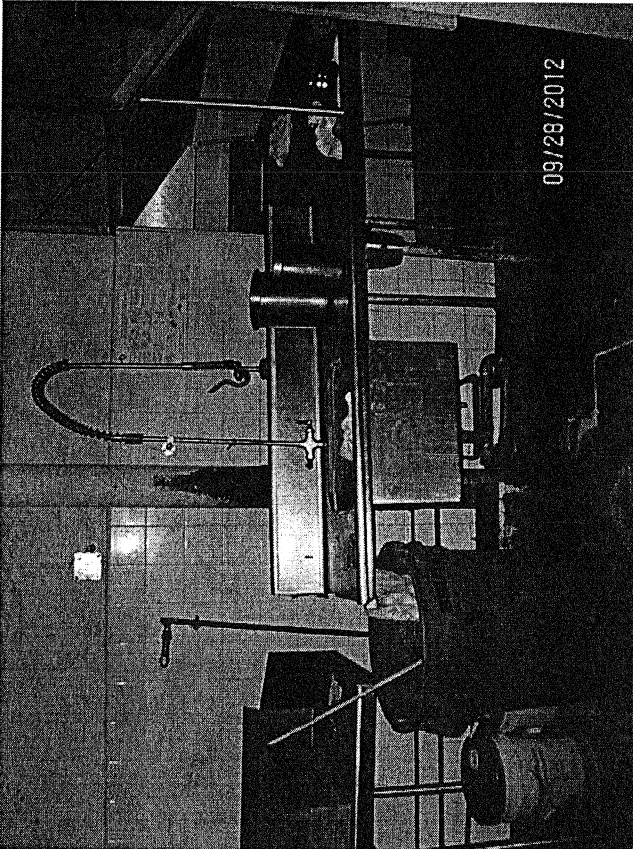


Exhibit B (Page 16 of 16)  
Oneida County Asset  
Stainless Steel Wash/Prep Rack & Sink  
09-28-2012





Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

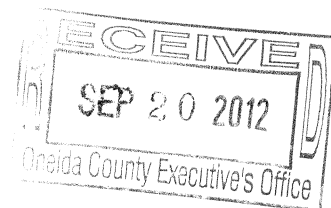
Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

September 5, 2012

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

FN 20 12-370



**PUBLIC SAFETY**

Dear County Executive Picente:

**WAYS & MEANS**

In the 2012 Sheriff's adopted budget, revenue for "Board In Other Governments A2268" was estimated at \$657,000. The actual year to date revenue through August 31, 2012 is \$950,580. I would like to use this extra unanticipated revenue to pay for the Linear Jail Shower Renovation Project and resurface the parking lot attached to the Oneida County Correctional Facility. The current shower unit in the Linear Jail is over 48 years old. There is constant running water which has eaten away at the walls, bases, and surrounding area of the shower units. Proper sanitation is nearly impossible and in many areas mold is present posing a serious health hazard.

Additionally, I would like to propose using this additional revenue to resurface an aging parking lot. Currently there are cracks in numerous areas and separation of pavement. If this problem is not addressed shortly, I am afraid an entire replacement would be needed which would drive the cost up significantly.

By using this extra unanticipated revenue for these (2) essential projects, I am saving the cost of interest and avoiding the need to borrow while improving the long term health of the Jail structure. If approved, both of the proposed capital projects in the 2013 budget could be withdrawn.

I therefore request the following 2012 supplemental appropriation:

To:	<u>Amount</u>
A9950.9 Transfer to Capital Account-H458	\$334,000

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

	<u>Amount</u>
A2268 Sheriff- Board In Other Governments	\$334,000

47.

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

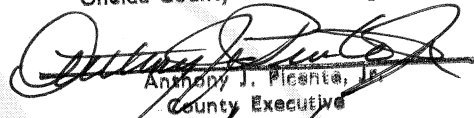


Robert M. Maciol,

Sheriff

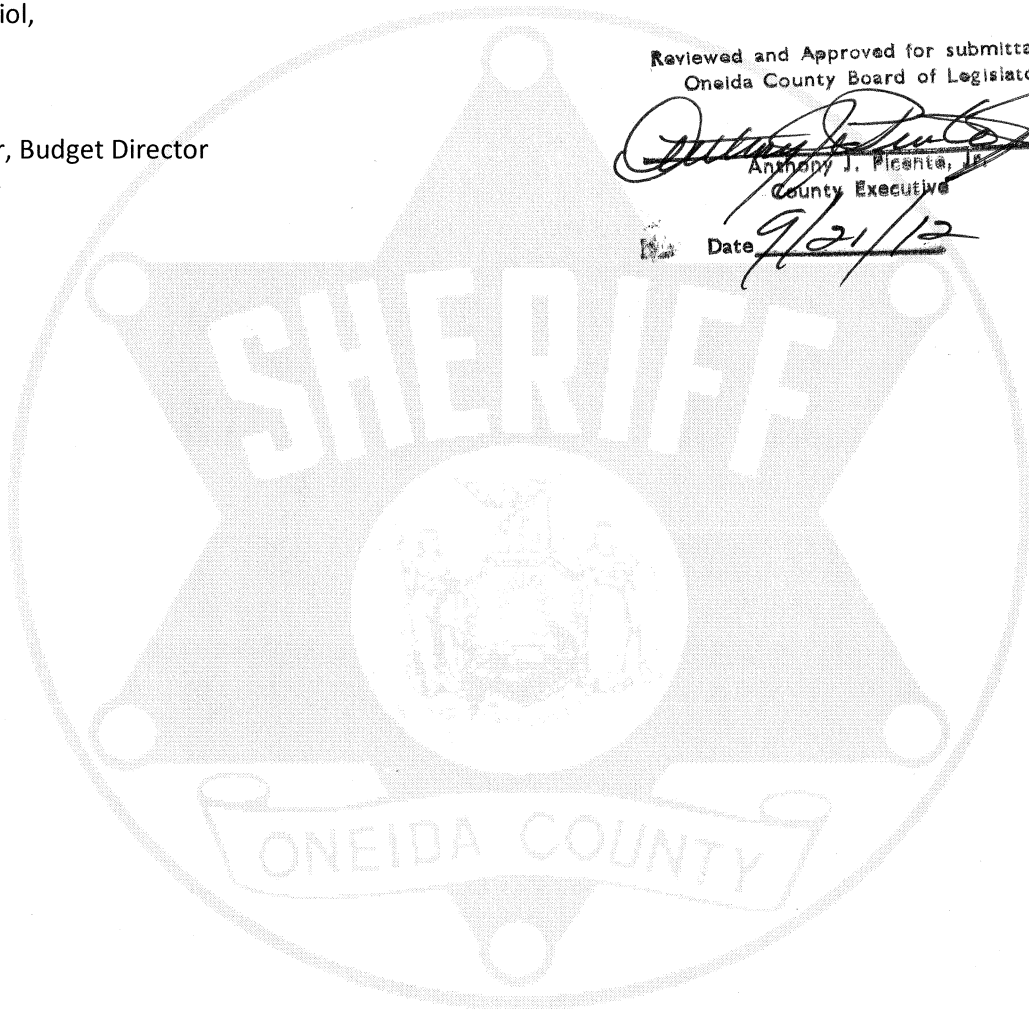
Cc: Tom Keeler, Budget Director

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



Anthony J. Picente, Jr.  
County Executive

Date 9/21/12



**ONEIDA COUNTY BOARD OF LEGISLATORS**

RESOLUTION NO.

FN 20 12 - 371

INTRODUCED BY: Mr. Porter  
2ND BY:

**WAYS & MEANS**

**RE: RESOLUTION SCHEDULING PUBLIC HEARINGS ON PROPOSED 2013 ONEIDA COUNTY BUDGET AND CAPITAL PROGRAM**

WHEREAS, Pursuant to Section 359 of the County Law and Section 606 of the Oneida County Administrative Code, it is necessary to have a public hearing with regard to the proposed County Budget for the year 2013, and

WHEREAS, It is the desire of this Board to hold two public hearings with regard to said budget; one in the City of Rome and the other in the City of Utica, now, therefore, be it hereby

RESOLVED, That the Clerk of this Board be, and hereby is, authorized and directed to cause notices to be published in the Utica Observer Dispatch and the Rome Sentinel in which will be stated the time, place, and purpose of such hearings, and be it further

RESOLVED, That the time and place of the first public hearing shall be Monday, November 12, 2012 at 7:00 P.M. in the Rome Court House, Rome, New York, and be it further

RESOLVED, That the time and place of the second public hearing shall be Tuesday, November 13, 2012 at 7:00 P.M. in the Legislative Chamber, Oneida County Office Building, Utica, New York.

APPROVED: Ways & Means Committee ( )

DATED: October 10, 2012

Adopted by the following vote:

AYES: NAYS: ABSENT:



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

CAROLANN N. CARDONE
Democratic Commissioner
(315) 798-5761

PAMELA N. MANDRYCK
Republican Commissioner
(315) 798-5763

September 17, 2012

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

FN 20 12-372

GOVERNMENT OPERATIONS - bypassed committee
WAYS & MEANS

Dear County Executive:

In a review of the Board of Elections year to date finances it has been determined it is necessary to do some transfers in order to cover some expenses which have been incurred. These expenses are the result of four different elections being run this year instead of the normal two elections.

Fortunately, there is an anticipated surplus in some other accounts for the 2012 budget year freeing up some funds to pay for these additional expenses

We therefore request your Board approval for the following 2012 fund transfer:

TO:

AA# A1451.491 Board Of Elections – HAVA / Other Materials..... \$68,000.

FROM:

AA# A1451.19514 Board of Elections / Machine Transport..... \$45,000.
AA# A1451.295 - Board of Elections / Other Equipment..... \$23,000.
Total..... \$68,000.

We also respectfully request the full Board act on this legislation at their October 10, 2012 meeting.

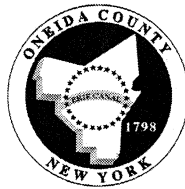
Respectfully submitted,

Pamela Mandryck
Commissioner

Carolann Cardone
Commissioner

CC: County Attorney
Comptroller
Budget Director
Director of Central Services

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
County Executive
Date 9/21/12



**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: www.ocgov.net

October 1, 2012

FN 20 12 - 374



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

**WAYS & MEANS**

Dear County Executive Picente:

Attached please find correspondence from Steven P. Devan, Commissioner of Water Quality & Water Pollution Control, requesting extended sick leave with pay for Stanley Faubert, Wastewater Treatment Plant Maintenance Worker.

Mr. Faubert began his employment with Oneida County on June 7, 2007 and has more than 5 years of service with Oneida County. According to Oneida County Personnel Rules, he may be granted up to twenty (20) working days of extended sick leave with pay with the understanding that he is obligated to pay back the sick days used upon his return to work. He has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

I recommend that this request be forwarded to the Board of Legislators for their consideration at their next meeting.

Sincerely,

Handwritten signature of John P. Talerico.

John P. Talerico  
Commissioner of Personnel

Attachment

Cc: Steven P. Devan, Commissioner of WQ & WPC  
Stanley Faubert

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
Handwritten signature of Anthony J. Picente, Jr.  
Anthony J. Picente, Jr.  
County Executive

Date 10/1/12 51.



**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: www.ocgov.net



October 1, 2012

FN 20 12-375

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

**WAYS & MEANS**

Dear County Executive Picente:

Attached please find correspondence from Michael C. Lawrence, Jr. Acting Commissioner of Aviation, requesting extended sick leave with pay for Dawn Noble, Accounting Supervisor.

Ms. Noble began her employment with Oneida County on July 27, 2000 and has more than 12 years of service with Oneida County. According to Oneida County Personnel Rules, she may be granted up to forty (40) working days of extended sick leave with pay with the understanding that she is obligated to pay back the sick days used upon her return to work. She has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

I recommend that this request be forwarded to the Board of Legislators for their consideration at their next meeting.

Sincerely,

Handwritten signature of John P. Talerico in black ink.

John P. Talerico  
Commissioner of Personnel

Attachment

Cc: Michael C. Lawrence, Jr., Acting Commissioner of Aviation  
Dawn Noble

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

Handwritten signature of Anthony J. Picente, Jr. in black ink, written over a horizontal line.

Anthony J. Picente, Jr.  
County Executive

Date 10/1/12

52.