

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

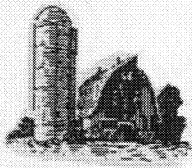
Frank D. Tallarino
Minority Leader

EXPEDITED COMMUNICATIONS FOR DISTRIBUTION April 9, 2014

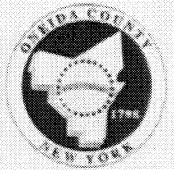
(Correspondence relating to upcoming legislation, appointments, petitions, etc)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2014-128 . . .	Economic Development & Tourism, Ways & Means.....	2
2014-129 . . .	Public Works, Ways & Means.....	3-4
2014-130 . . .	Ways & Means	5-6
2014-131 . . .	Airport, Ways & Means.....	7
2014-132 . . .	Airport, Ways & Means.....	8-10
2014-135 . . .	Public Works, Ways & Means.....	11-20

AVAILABLE ON WEBSITE ONLY
www.ocgov.net



ONEIDA COUNTY FARMLAND PROTECTION BOARD



Brymer Humphreys, Chair

Thomas Cassidy • George Gafner • Michael J. Cosgrove • Andy Gale
Howard Regner • Marty Broccoli • John R. Kent, Jr. • Kathy Pilbeam
Paul Snider • Clifford Kitchen

March 2014

County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 14-128
**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Dear Mr. Picente,

The Oneida County Farmland Protection Board (FLPB) respectfully requests your support for the submission of the Oneida County Farmland Protection planning grant application. With the transfer of the \$3,000 cash match from Oneida County to the Farmland Protection Board, we can now proceed with the actual submission of the application to the New York State Department of Agriculture and Market (NYSDAM).

The Farmland Protection Board is requesting that a resolution (see attached) be approved by the Oneida County Board of Legislators allowing the FLPB to submit the Application for State Assistance Payments for the Municipal Agricultural and Farmland Protection Plan Development on Oneida County's behalf.

The Farmland Protection Board appreciates your consideration of this important initiative and look forward to working with your office on behalf of the citizens of Oneida County. Should you or your staff have any questions regarding this request please do not hesitate to contact us. Thank you for your consideration.

Regards,

Brymer Humphreys
Chairman, OC Farmland Protection Board



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

Anthony J. Picante, Jr.
County Executive

Date 3-19-14

2.



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

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

Anthony J. Picente, Jr.
County Executive

Steven P. Devan, P.E.
Commissioner

March 14, 2014

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

FN 20 14-129
PUBLIC WORKS
WAYS & MEANS

Re: New York State Economic Development Assistance Program (NYS EDAP) Grant

Dear County Executive Picente:

In 2008, Senator Griffo and Assemblywoman Destito secured a NYS EDAP Grant for \$950,000 to be used to defray costs associated with the implementation of the NYSDEC Consent Order. This money has to be used to purchase equipment that will be used to comply with the consent order. Preliminary paperwork for the grant was submitted in October of 2008. Revised paperwork was submitted in July of 2011.

After several years of discussion with the State, it has been confirmed that the County is in fact eligible for the grant and the formal grant process is now ready to move forward. The grant will be used to fund equipment purchases associated with the establishment of the flow monitoring program required by the NYSDEC consent order. As part of this process, I am requesting that the Board of Legislators authorize the acceptance of the NYS EDAP grant for \$950,000 and authorize you as County Executive to execute the necessary paperwork that may be associated with the formal grant process.

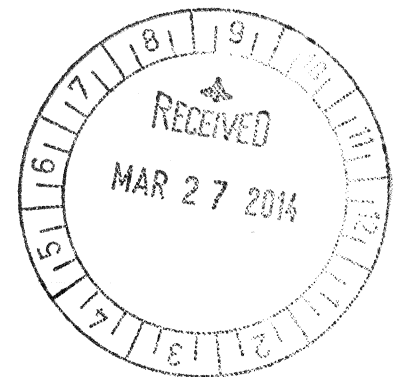
Time is of the essence as the flow monitoring project is behind schedule due to the amount of time in took to secure this funding. I would appreciate consideration of this by you at your earliest possible convenience. I am requesting that the Board of Legislators act on this matter at their April 9th meeting. I am available to meet with you or the Board at your convenience to discuss this request and explain the work order in more detail.

Thank you for your consideration in this matter.

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

Steven P. Devan, P.E.
Commissioner

Attachments: Proposed grant agreement
Contract Summary Sheet



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

Anthony J. Picente, Jr.
County Executive

Date 3-26-14

Oneida Co. Department: WQ&WPC

Competing Proposal _____
Only Respondent X
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Oneida County Sewer District

Title of Activity or Service: NYS EDAP Grant
Flow Monitoring Equipment

Proposed Dates of Operation: Start April 2014

Client Population/Number to be Served: Oneida County Sewer District/
approximately 110,000 people.

Summary Statements

1) Narrative Description of Proposed Services: This \$950,000 NYS EDAP grant will be used to purchase flow monitoring equipment to comply with the NYSDEC consent order and Water Pollution Control Plant SPDES permit.

2) Program/Service Objectives and Outcomes: The outcome will be the installation of a permanent flow monitoring network of approximately 65 meters throughout the Oneida County Sewer District.

3) Program Design and Staffing: O'Brien and Gere Engineers will produce the bid specifications to purchase the equipment.

Total Funding Requested: \$950,000 **Account #:** HG487

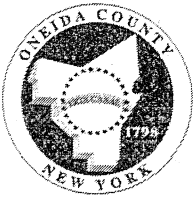
Oneida County Dept. Funding Recommendation: Funding for this work order will be tracked with capital project HG487

Proposed Funding Sources (Federal \$/ State \$/County \$): This activity will be funded by the NYS EDAP Grant.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: Establishment of a permanent flow monitoring system is required by the NYSDEC consent order. The grant will also allow the Department to put meters in the entire Sewer District service area.



ONEIDA COUNTY BOARD OF ELECTIONS

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

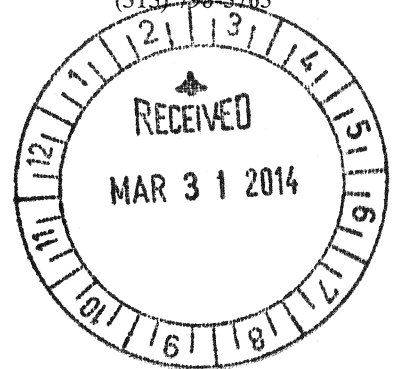
Anthony J. Picente Jr.
County Executive

RUSSELL STEWART
Democratic Commissioner
(315) 798-5761

ROSE M. GRIMALDI
Republican Commissioner
(315) 798-5763

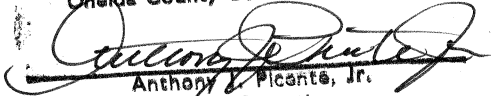
March 19, 2014

FN 20 14-130
WAYS & MEANS



Oneida County Executive Anthony J. Picente, Jr.

Oneida County Office Building
800 Park Avenue – 10th Floor
Utica, New York 13501

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

Anthony J. Picente, Jr.
County Executive
Date 3-31-14

Dear County Executive Picente:

Attached you will find a Temporary Use Agreement between the Oneida County Board of Elections and the Utica City School District for goods and/or services to be provided and performed by the Board of Elections for the School District which will take place on May 20, 2014.

We are requesting that you approve this Contract and forward onto the Board of Legislators for approval. We are also requesting that this Contract be on the April 9, 2014 Ways and Means Agenda and Board Agenda.

Thank you for your anticipated cooperation.

Sincerely,

Russell Stewart
Democratic Commissioner

Rose Marie Grimaldi
Republican Commissioner

Encls.

Oneida Co. Department:

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Federal Agreement/Revenue _____

Oneida County Contract Summary

Name of Proposing Organization: Utica City School District

Title of Activity or Service: Temporary Use Agreement for Goods and Services to be provided and/or performed for the Utica City School District Election on May 20, 2014.

Proposed Dates of Operation: May 19-21, 2014

Client Population/Number to be served: N/A

Summary Statements

- 1) **Narrative Description of Proposed Services:** Temporary Use Agreement for Goods and Services to be provided and/or performed by the Oneida County Board of Elections for Utica City School District Election on May 20, 2014.
- 2) **Program/Service Objectives and Outcomes:** See No. "1" above.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: 0

Oneida County Dept. Funding Recommendation: 0

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

Cost Per Client Served: n/a

Past Performance Data: n/a

O.C. Department Staff Comments: Temporary Use Agreement for Goods and Services to be provided and/or performed by the Oneida County Board of Elections for the Utica City School District Election May 20, 2014.

6.

Griffiss International Airport



592 Hangar Road, Suite 200
 Rome, NY 13441
 Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
 County Executive

CHAD LAWRENCE
 Deputy Commissioner
 Of Aviation

FN 20 14 - 131

March 31, 2014

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

AIRPORT

WAYS & MEANS

On March 14, 2014 bids were received for the Construction of Phase 1 of the Terminal Building and the Federal Inspection Station (FIS). After reviewing the bids, it has been determined that an additional \$500,000 is needed to award the project.

The first phase of this project will include the Construction of a 4200 square foot Federal Inspection Station (FIS) and construction of a ten thousand (10,000) square foot Multiuse Terminal Building Phase 1.

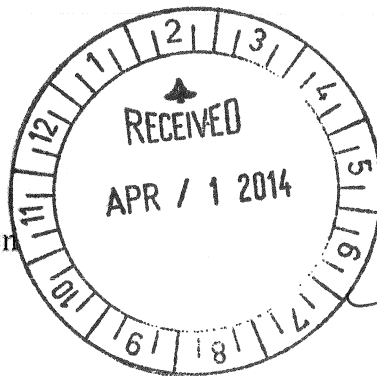
This project is an Oneida County funded project.

I therefore request your Board approval for an amendment to **Capital Project H-495 - Griffiss Airfield - Terminal Building:**

	<u>CURRENT</u>	<u>CHANGE</u>	<u>PROPOSED</u>
Bonding	\$ 5,082,500.	\$ +500,000.	\$5,582,500.
TOTAL:	\$5,082,500.	\$ +500,000	\$5,582,500.

Respectfully submitted,

Chad Lawrence
 Deputy Commissioner of Aviation

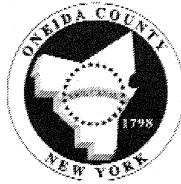


Reviewed and Approved for submittal to the
 Oneida County Board of Legislators by

Anthony J. Picente, Jr.
 County Executive

Date 4/1/14

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

County Office Building • 800 Park Avenue • Utica, New York 13501
(315) 798-5780 • Fax: (315) 798-6415
E-Mail: jtimpano@ocgov.net

FN 20 14 - 132

Memo

AIRPORT

WAYS & MEANS

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

To: Anthony J. Picente Jr., County Executive
Board of Legislators
From: Joseph J. Timpano, Comptroller
Date: April 3, 2014
Re: Bond Resolution

Anthony J. Picente, Jr.
County Executive
Date 4/3/14

Attached please find a bond authorization resolution for the additional funds requested for the Airport Terminal Building project (H495). Bonding for this project was previously authorized for a total of \$4,582,500 on February 12, 2014.

I respectfully request that Ways and Means and Board of Legislators consider this resolution at their April 9, 2014 meeting.

Thank you.

Cc: Mike Billard, Clerk of the Board
Gerald Fiorini, Chairman of the Board
Sheryl Brown, Deputy Comptroller
Dee Elliott, Auditor III



8.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:
2ND BY:

BOND RESOLUTION DATED APRIL 9, 2014.

RE: A RESOLUTION AUTHORIZING COSTS RELATED TO THE CONSTRUCTION OF A TERMINAL BUILDING AT GRIFFISS AIRFIELD IN AND FOR THE COUNTY OF ONEIDA, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$5,582,500 AND AUTHORIZING ISSUANCE OF AN ADDITIONAL \$500,000 BONDS OF THE COUNTY TO PAY PART OF THE COSTS THEREOF. (H495)

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Oneida, New York, as follows:

Section 1. For the specific object or purpose of paying additional costs related to the construction of a terminal building at Griffiss Airfield in and for said County, including incidental improvements and expenses, there are hereby authorized to be issued an additional \$500,000 bonds of said County pursuant to the provisions of the Local Finance Law.

Section 2. The plan for the financing of the \$5,582,500 maximum estimated cost thereof shall be as follows:

- (i) by the issuance of \$4,582,500 bonds of said County authorized by a bond resolution dated February 12, 2014;
- (ii) by the expenditure of \$500,000 grants; and
- (iii) by the issuance of the \$500,000 bonds of said County herein authorized.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is thirty years, pursuant to subdivision 15 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Oneida, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. All the taxable real property within said County shall be subject to the levy of ad valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on said bonds.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized,

including renewals of such notes, is hereby delegated to the County Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the County Comptroller, the chief fiscal officer of such County. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution shall take effect upon the approval of the Oneida County Executive and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution, in summary, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law, in the *Observer Dispatch* and *The Rome Sentinel*, two newspapers each having a general circulation in the County and hereby designated as the official newspapers of the County for such publication.

APPROVED: Airport Committee ()
Ways and Means Committee ()

DATED: April 9, 2014

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____



ONEIDA COUNTY DEPARTMENT OF LAW

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

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

FN 20 14-135

April 4, 2014

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
PUBLIC WORKS
Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive
WAYS & MEANS
Date 4-4-14

Dear Mr. Picente:

I am submitting five amendments to the existing agreements between Oneida County and Oneida-Herkimer Solid Waste Authority.

The agreements date back to 1989, the attached amendments extend the terms of each agreement for an additional twenty-five (25) years.

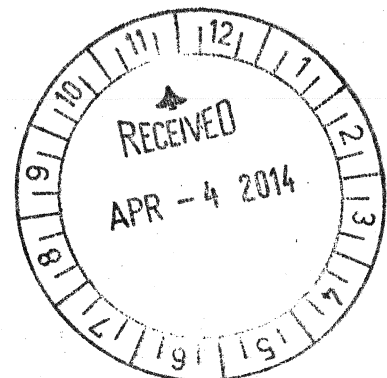
I respectfully request that this matter be forwarded to the Board of Legislators for action at their **April 9, 2014** session.

Thank you for your consideration

Very truly yours,

Peter M. Rayhill
Peter M. Rayhill
County Attorney

PMR/jas
attachment



//.

**FIRST AMENDMENT TO DECEMBER 28, 1989
SOLID WASTE MANAGEMENT AGREEMENT**

This First Amendment to Solid Waste Management Agreement (this “**First Amendment**”) dated the ____ day of April, 2014 (the “**Effective Date**”) is by and among the Oneida-Herkimer Solid Waste Management Authority, a public corporation and body corporate and politic constituting a public benefit corporation of the State of New York (the “**Authority**”), the County of Oneida, New York, a municipal corporation of the State of New York (“**Oneida County**”), and the County of Herkimer, New York, a municipal corporation of the State of New York (“**Herkimer County**” and together with Oneida County, the “**Counties**”). The Authority and the Counties are hereinafter collectively referred to as the “**Parties**.”

WITNESSETH

WHEREAS, the Authority was created pursuant to the Oneida-Herkimer Solid Waste Management Authority Act, being Title 13-FF of the Public Authorities Law of the State of New York, as enacted by Chapter 627 of the Laws of 1988 of New York (the “**Act**”); and

WHEREAS, the Parties previously entered into a Solid Waste Management Agreement dated as of December 28, 1989 (the “**Existing Agreement**”) pursuant to which, among other obligations, the Counties agreed to pay to the Authority a Service Fee equal to the total of the Operating Costs and the Debt Service of the Authority for each Fiscal Year; and

WHEREAS, any contract entered into among the Authority and the Counties pursuant to Section 2049-tt of the Act may not exceed twenty-five (25) years in duration; and

WHEREAS, the Existing Agreement will expire on December 27, 2014; and

WHEREAS, the Parties now wish to extend the term of the Existing Agreement for an additional twenty-five (25) year period; and

WHEREAS, the Existing Agreement may be amended in writing pursuant to Section 7.03 thereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term of Existing Agreement.** Section 7.01 of the Existing Agreement is hereby deleted in its entirety and in lieu thereof there is inserted the following:

“Section 7.01. **Term of Agreement.** This Agreement became binding on the Authority and the Counties on December 28, 1989 and was renewed as of April __, 2014. This Agreement shall remain in full force and effect so long as any Bonds remain outstanding; provided,

however, that this Agreement shall terminate no later than April __, 2039 pursuant to Section 2049-tt(6) of the Act.”

2. **Ratification of Existing Agreement.** Except as expressly modified herein, the Existing Agreement shall continue in full force and effect in accordance with its terms. In all respects not inconsistent with the terms and provisions of this First Amendment, the Existing Agreement is hereby ratified, approved and confirmed.

3. **Definitions.** All terms not expressly defined herein shall have the meaning subscribed to them in the Existing Agreement.

4. **Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Solid Waste Management Agreement to be duly executed and delivered by their respective officers as of the Effective Date.

ONEIDA-HERKIMER SOLID
WASTE MANAGEMENT AUTHORITY

By: _____
Neil C. Angell
Chairman

ONEIDA COUNTY, NEW YORK

By: _____
Anthony J. Picente, Jr.
County Executive

HERKIMER COUNTY, NEW YORK

By: _____
Vincent J. Bono
Chairman, Herkimer County Legislature

**FIRST AMENDMENT TO MAY 10, 1989
SOLID WASTE MANAGEMENT AGREEMENT**

This First Amendment to Solid Waste Management Agreement (this “**First Amendment**”) dated the ____ day of April, 2014 (the “**Effective Date**”) is by and among the Oneida-Herkimer Solid Waste Management Authority, a public corporation and body corporate and politic constituting a public benefit corporation of the State of New York (the “**Authority**”), the County of Oneida, New York, a municipal corporation of the State of New York (“**Oneida County**”), and the County of Herkimer, New York, a municipal corporation of the State of New York (“**Herkimer County**” and together with Oneida County, the “**Counties**”). The Authority and the Counties are hereinafter collectively referred to as the “**Parties**.”

WITNESSETH

WHEREAS, the Authority was created pursuant to the Oneida-Herkimer Solid Waste Management Authority Act, being Title 13-FF of the Public Authorities Law of the State of New York, as enacted by Chapter 627 of the Laws of 1988 of New York (the “**Act**”); and

WHEREAS, the Parties previously entered into a Solid Waste Management Agreement dated as of May 10, 1989 (the “**Existing Agreement**”) pursuant to which, among other obligations, the Authority agreed to purchase and/or operate the existing waste disposal facilities of the Counties and to plan for, develop, finance and construct such additional facilities as might be deemed necessary to properly manage the solid waste generated in the Counties, and the Counties agreed to cause the solid waste and recyclables generated, originated or brought within their boundaries to be delivered to the Authority’s facilities; and

WHEREAS, any contract entered into among the Authority and the Counties pursuant to Section 2049-tt of the Act may not exceed twenty-five (25) years in duration; and

WHEREAS, the Existing Agreement will expire on May 9, 2014; and

WHEREAS, the Parties now wish to extend the term of the Existing Agreement for an additional twenty-five (25) year period; and

WHEREAS, the Existing Agreement may be amended in writing pursuant to Section 603 thereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term of Existing Agreement.** Section 401 of the Existing Agreement is hereby deleted in its entirety and in lieu thereof there is inserted the following:

15.

“Section 401. Term. This agreement became binding on the Authority and the Counties on May 10, 1989 and was renewed as of April __, 2014. This agreement shall remain in full force and effect so long as the obligations of the Authority with respect to the facilities remain outstanding; provided, however, that this agreement shall terminate no later than April __, 2039 pursuant to Section 2049-tt(6) of the Act.”

2. **Ratification of Existing Agreement.** Except as expressly modified herein, the Existing Agreement shall continue in full force and effect in accordance with its terms. In all respects not inconsistent with the terms and provisions of this First Amendment, the Existing Agreement is hereby ratified, approved and confirmed.

3. **Definitions.** All terms not expressly defined herein shall have the meaning subscribed to them in the Existing Agreement.

4. **Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Solid Waste Management Agreement to be duly executed and delivered by their respective officers as of the Effective Date.

ONEIDA-HERKIMER SOLID
WASTE MANAGEMENT AUTHORITY

By: _____
Neil C. Angell
Chairman

ONEIDA COUNTY, NEW YORK

By: _____
Anthony J. Picente, Jr.
County Executive

HERKIMER COUNTY, NEW YORK

By: _____
Vincent J. Bono
Chairman, Herkimer County Legislature

FIRST AMENDMENT TO SERVICE FEE ALLOCATION AGREEMENT

This First Amendment to Service Fee Allocation Agreement (this “**First Amendment**”) dated the ____ day of April, 2014 (the “**Effective Date**”) is by and between the County of Oneida, New York, a municipal corporation of the State of New York (“**Oneida County**”), and the County of Herkimer, New York, a municipal corporation of the State of New York (“**Herkimer County**”) and together with Oneida County, the “**Counties**”).

WITNESSETH

WHEREAS, the Counties and the Oneida Herkimer Solid Waste Management Authority, a public corporation and body corporate and politic constituting a public benefit corporation of the State of New York (the “**Authority**”), previously entered into a Solid Waste Management Agreement dated as of December 28, 1989 (the “**Solid Waste Management Agreement**”) pursuant to which, among other obligations, the Counties agreed to pay to the Authority a Service Fee equal to the total of the Operating Costs and the Debt Service of the Authority for each Fiscal Year (each as defined in the Solid Waste Management Agreement); and

WHEREAS, the Counties previously entered into a Service Fee Allocation Agreement dated as of December 28, 1989 (the “**Existing Agreement**”) which apportions the Service Fee between the Counties in accordance with the ratio that the population of each County bears to the total population of the Counties based on the most recent final decennial census of the United States of America; and

WHEREAS, the Authority was created pursuant to the Oneida-Herkimer Solid Waste Management Authority Act, being Title 13-FF of the Public Authorities Law of the State of New York, as enacted by Chapter 627 of the Laws of 1988 of New York (the “**Act**”); and

WHEREAS, any contract entered into between the Counties pursuant to Section 2049-tt of the Act may not exceed twenty-five (25) years in duration; and

WHEREAS, the Existing Agreement will expire on December 27, 2014; and

WHEREAS, the Counties now wish to extend the term of the Existing Agreement for an additional twenty-five (25) year period; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Counties agree as follows:

1. **Term of Existing Agreement**. Section 3 of the Existing Agreement is hereby deleted in its entirety and in lieu thereof there is inserted the following:

“Section 3. This Agreement became binding on the Counties on December 28, 1989 and was renewed as of April __, 2014. This Agreement shall remain in full force and effect so long

as the obligation to pay the Service Fee shall remain outstanding; provided, however, that this Agreement shall terminate no later than April __, 2039 pursuant to Section 2049-tt(6) of the Public Authorities Law of the State of New York, as amended.”

2. **Ratification of Existing Agreement.** Except as expressly modified herein, the Existing Agreement shall continue in full force and effect in accordance with its terms. In all respects not inconsistent with the terms and provisions of this First Amendment, the Existing Agreement is hereby ratified, approved and confirmed.

3. **Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Counties have caused this First Amendment to Service Fee Allocation Agreement to be duly executed and delivered by their respective officers as of the Effective Date.

ONEIDA COUNTY, NEW YORK

By: _____
Anthony J. Picente, Jr.
County Executive

HERKIMER COUNTY, NEW YORK

By: _____
Vincent J. Bono
Chairman, Herkimer County Legislature

[Signature page to First Amendment to Service Fee Allocation Agreement]