



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

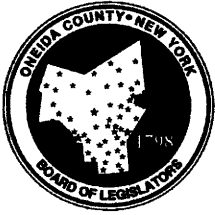
Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

COMMUNICATIONS FOR DISTRIBUTION JULY 16, 2008 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

June 30, 2008

7N2008-339

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

INTERNAL AFFAIRS

WAYS & MEANS

Honorable Members:

I have received a request from Minority Leader Hennessy and Assistant Minority Leader Tallarino regarding a proposed change to the RFP process.

I hereby refer their request to committee for review and consideration.

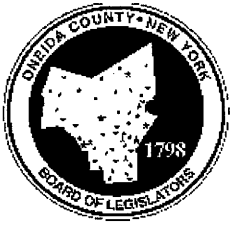
Respectfully submitted,

A handwritten signature in cursive script, reading "Gerald J. Fiorini".

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUN 30 AM 11:29

2.



ONEIDA COUNTY BOARD OF LEGISLATORS

Michael J. Hennessy, Minority Leader, 439 Betsinger Rd., Sherrill, New York 13461 Home Phone: (315) 527-9663
Frank D. Tallarino, 7883 W. Thomas St., Rome, New York 13440 Home Phone: (315) 337-6340

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUN 27 AM 10:37

June 27, 2008

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

Dear Chairman Fiorini:

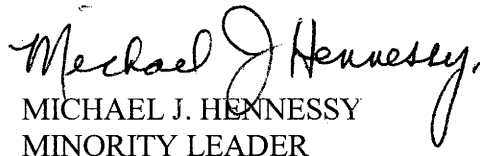
The time is long overdue for adoption and implementation of a comprehensive policy to control and standardize the Request for Proposal (RFP) procedures in Oneida County government.

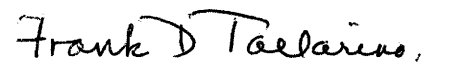
To that end, we are herewith proposing that such a policy be adopted by this Board of Legislators. The new policy should stipulate that, at a minimum, all RFPs issued by Oneida County be published in the *Utica Observer-Dispatch*, the *Rome Daily Sentinel*, and the *Oneida Daily Dispatch* for a period of five consecutive days. In addition, we would propose that copies of all such publications be distributed to all members of the Oneida County Board of Legislators at the same time they are sent to the local newspapers. Finally, we would also propose that all RFPs published in the newspapers be placed on the Oneida County website.

We believe that the time has, indeed, come for us to standardize the way we do business in Oneida County to better serve the interests of Oneida County taxpayers. Therefore, we would respectfully request that you forward this proposal to the appropriate committee(s) of the Board for consideration prior to subsequent action by the full Board of Legislators.

We would be happy to discuss this with you further at your convenience. Please feel free to contact us if you have any questions or comments.

Respectfully submitted,


MICHAEL J. HENNESSY
MINORITY LEADER


FRANK D. TALLARINO
ONEIDA COUNTY LEGISLATOR
7TH DISTRICT

MJH:FDT:p

3.



ONEIDA COUNTY BOARD OF LEGISLATORS

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Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

June 30, 2008

7/12008-340

INTERNAL AFFAIRS

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

WAYS & MEANS

Honorable Members:

I have received a request from Legislator Tanoury regarding a "Go Green" initiative.

I hereby refer his proposal to committee for review and consideration.

Respectfully submitted,

Handwritten signature of Gerald J. Fiorini in cursive script.

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUN 30 AM 11:30



ONEIDA COUNTY BOARD OF LEGISLATORS

Larry Tanoury, Jr., 1632 St. Jane Ave., Utica, New York 13501
Home Phone: 792-6985

June 26, 2008

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUN 26 PM 2:48

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

Dear Chairman Fiorini:

As you may be aware environmental issues are of growing concern to communities throughout the country. I have studied Go Green initiatives in many other municipalities throughout the country and feel that it is long overdue that Oneida County implement similar procedures regarding the procurement of recycled products.

There, I respectfully submit the attached legislation on behalf of myself and Legislators Furgol and Scott to be reviewed by the appropriate committees.

I thank you in advance for your time and attention to this matter and look forward to working with you on these important issues.

Very truly yours,

LARRY TANOURY, JR.
ONEIDA COUNTY LEGISLATOR
25TH DISTRICT

LT:p
Enc.

51

ONEIDA COUNTY BOARD OF LEGISLATORS

Resolution No.

INTRODUCED BY: Messrs. Tanoury, Furgol and Scott
2ND BY:

RE: RESOLUTION OF THE BOARD OF LEGISLATORS OF ONEIDA COUNTY , NEW YORK, FOR THE ADOPTION OF A "GO GREEN" INITIATIVE REGARDING THE PROCUREMENT OF RECYCLED PRODUCTS

WHEREAS, from this day on it shall be the policy of Oneida County to conserve and protect natural resources for current and future citizens; and

WHEREAS, the County's participation in and promotion of recycling programs can significantly reduce the volume of material entering the waste stream thereby conserving natural resources and extending landfill life expectancy; and

WHEREAS, in order for recycling programs to be effective, markets for recycled post-consumer materials must be developed; and

WHEREAS, the implementation of a procurement policy for Oneida County would contribute to the conservation and protection of natural resources; and

WHEREAS, the County's commitment to the purchase of recycled materials will help expand the markets for recycled products and serve as a model for private industry and local businesses; now therefore be it hereby

RESOLVED, that the Board of Legislators of Oneida County, New York, herewith adopts a "*Go Green*" initiative outlined as follows:

RECYCLED PRODUCTS PROCUREMENT

Definitions of Recycled Content

A. *Post-consumer recovered materials.* A finished material which would normally be disposed of as a solid waste, having completed its life cycle as a consumer item. Examples of post-consumer recovered materials include, but are not limited to; used newspaper, office paper, yard waste, plastic bottles, oil, asphalt, concrete and tires.

B. *Pre-consumer recovered material.* Material or by-products generated after manufacturing of a product is completed, but before the product reaches the end-use consumer. Examples of pre-consumer recovered materials include, but are not limited to; obsolete inventories of finished goods, rejected unused stock and paper wastes generated during printing, cutting and other converting operations. This category does not include mill or manufacturing trim, scrap or "broke," which is material generated at a manufacturing site and commonly reused within the manufacturing process. For example, pre-consumer paper waste sources are not considered "recycled." Components of a paper product include, but are not limited to; fibers recovered from waste water,

trimmings of a paper machine rolls, sawdust, chips, wood slabs, other wood residue from a manufacturing process, and such materials sold between mills.

C. Total recovered material. The total pre- and post-consumer recovered material contained in a product.

Recycled Content Preference

It is recommended that Oneida County establish a policy, **whenever practical**, to purchase products which contain, in order of preference, the following:

1. The highest percentage of recycled content of "post-consumer recovered materials," available in the marketplace; and
2. The highest percentage of "pre-consumer recovered materials," available in the marketplace.

Recyclability and Waste Reduction

In addition to the recovered material content of a product, important criteria in selecting products shall also be:

1. The ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs; and
2. The volume and toxicity of waste and by-products of a given product and its packaging generate in their manufacture, use, recycling and disposal. Products and packaging designed to minimize waste and toxic by-products in their manufacture, use, recycling and disposal shall be preferred.

Purchase Requisition, Specification and Bid Solicitation

Product specification and requisitions for products shall conform to the following guidelines:

1. Product specifications and requisitions shall not indiscriminately require the use of products made from virgin materials, nor specifically exclude the use of recycled-content products;
2. Performance standards must be reasonable and related to function, and shall not be designed to exclude the purchase of recycled-content products;
3. To the extent such information is known, County staff shall identify to the Purchasing Department (in the Purchase Requisition) products available with recycled content and vendors from who such products are available.
4. The Purchasing Agent shall have the authority to specify a minimum "recycled-content" standard in bid solicitations to accomplish the purposes of this policy.

Promotion

All County purchased and printed recycled paper products shall be labeled with the standard phrase: "**Printed on Recycled Paper.**" All County departments or agencies shall be required to use recycled products for their business cards, letterhead stationery, envelopes and copy paper. All said documents shall be printed, with the standard phrase: "Printed on Recycled Paper" thereby promoting the use of post-consumer content. 7.

Certification

All product providers shall be required to maintain appropriate documentation verifying either the minimum or the exact percentage of post-consumer recovered material and total recovered material contained in products purchased by the County. If no recovered material has been used, then a product provider would certify zero recycled content.

Implementation

It is recommended that the purchasing agent develop administrative procedures to achieve the purposes of this resolution and implement the provisions of this policy, including procedures for waiving a requirement of this policy in any necessary circumstance.

Conclusion

The future of recycling depends upon the creation of stable and sustaining markets for recycled secondary products. It is recommended, therefore, that Oneida County enact a procurement policy, which supports the development of stable markets for recyclables and supports the County's ongoing recycling ethic and commitment to progressive integrated waste management solutions.

APPROVED: Ways & Means Committee ()

DATED:

Adopted by the following roll call vote:

AYES ___ NAYS ___ ABSENT ___

8.

Oneida County Department of Aviation

Oneida County Airport at Griffiss Airfield (RME)

592 Hangar Road, Suite 200

Rome, New York 13441

Phone: (315) 736-4171 Fax: (315) 736-0568

airport@ocgov.net

ANTHONY J. PICENTE, JR.
County Executive

ROGER B. SORRELL, C.M.
Commissioner

June 17, 2008

7N 2008-341

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

**AIRPORT
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGISLATIVE
2008 JUL - 1 PM 3:18

Dear County Executive Picente,

The County has established Capital Account H-368 for implementing an effective airfield pavement maintenance management program. Also established was Capital Account H-409 to accept New York State Department of Transportation grant money for the reconstruction of taxiway "J" (formally T/W "23"). Reconstruction of taxiway "J" is 90% State and 10% County funded.

To commence this work, the Department of Aviation is submitting for consideration and approval a Lump Sum Design Agreement with C&S Engineers, Inc. in the amount of \$123,000. Their scope of work entails design and preparation of detailed plans and specifications to receive construction bids. The distribution of costs to each Capital Account is as follows:

H-368	\$90,000 – Airport Pavement Maint.
H-409	<u>\$33,000</u> – Taxi Way "J" reconstruct (90% State, 10% County)
Total	\$123,000

The County Board of Acquisition and Contract approval was received June 11, 2008. The Oneida County Board of Legislators has approved C&S Engineers, Inc., as Oneida County's designated Airport Consultant (F.N. 2006-350, Res. No. 318).

Please consider the enclosed agreement with C&S Engineers for \$123,000 to provide professional design phase services and, if acceptable, present to the Oneida County Board of Legislators for approval.


Should you have any question, please contact me. Thank you.

Sincerely,

Roger B. Sorrell, C.M.
Commissioner of Aviation

By,

William F. Applebee
Assistant Engineer

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

Anthony J. Picente, Jr.
County Executive
Date 6/26/08

RBS:wfa
Attach.

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **C&S Engineers, Inc.**
Syracuse, NY

Title of Activity or Service: **Professional Consulting Services**

Client Population/Number to be Served: **N/A**

Summary Statements:

1) Narrative Description of Proposed Services:

Provide Professional Consulting Services for Design and preparation of detailed plans & specifications for pavement maintenance & Taxiway "J" reconstruction.

2) Program/Service Objectives and Outcomes:

Redevelopment of Griffiss Airfield for aviation and economic development purposes.

3) Program Design and Staffing Level:

N/A

Total Funding Requested: **\$123,000.00**

Oneida County Department Funding Recommendation: **\$123,000.00** Account # **H-368 & 409**

Proposed Funding Source: Federal **\$0** State **\$29,700.00** County **\$93,300.00**

Cost Per Client Served: **N/A**

Past Performance Data: **N/A**

Oneida County Department Staff Comments: NYSDOT grant provides 90% funding on Taxiway "J" reconstruction.

10.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Timothy P. Fitzgerald
Dawn CATERA Lupi
Laurie Lisi
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone

Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman Jr.
Carla V. DiMarco
Douglas M. DeMarche' Jr.
Todd C. Carville
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara Wilson

JN/2008-342

June 18, 2008

**PUBLIC SAFETY
WAYS & MEANS**

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

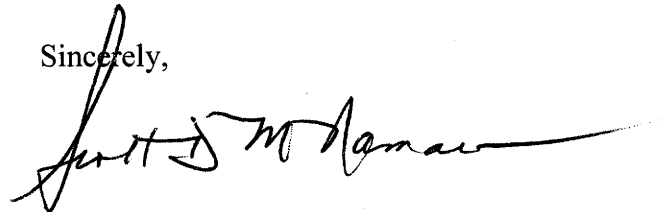
Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$65,560.00. The grant period is from April 1, 2008 through March 31, 2009. Matching funds are not required.

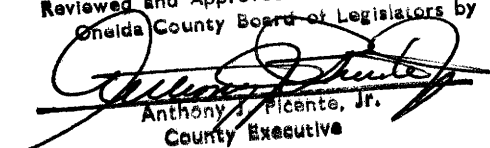
I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review. In addition, there are five (5) signature pages which have to be signed and notarized. Please return all originals to this office for submission to DCJS. Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

Sincerely,



Scott D. McNamara
Oneida County District Attorney

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

Anthony J. Picente, Jr.
County Executive

Date *7-1-08*

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL - 1 PH 3:17

11.

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

Aid to Prosecution

Proposed Dates of Operation:

04/01/08 – 03/31/09

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

Funds will be used to enhance the prosecution of repeat violent and serious felony offenders by maintaining increased levels of experienced prosecution personnel who will seek to minimize the plea-bargaining option and to impose the maximum sentence for such defendants.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

This program will fund approximately 73% of an Assistant District Attorney's salary who will enhance the prosecution of repeat violent and serious felony offenders.

Total Funding Requested: \$65,560.00

Account #: A2201

A1165.101

Oneida County Dept. Funding Recommendation:

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

\$65,560.00 state funding.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director

Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Thomas J. Marcoline
Deputy Director

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Supervisors
Paula Mrzlikar
David Wade
Patrick Joseph

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL -1 PM 3:17

June 16, 2008 *FN 2008-343*

**PUBLIC SAFETY
WAYS & MEANS**

Ms. Linda M.H. Dillon, Esq.
Oneida County Attorney's Office
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Re: ISP Agreement and Letter of Approval

Dear Linda:

Enclosed is our 2008 ISP Agreement with New York State DPCA. DPCA requires an original and three signature pages be returned. Consequently, you will note we have included the three signature pages and five copies of the agreement (1 for DPCA, 1 for us, 1 for your office, 1 for County Executive, and 1 for the Board).

This agreement is to reimburse the Oneida County Probation Department \$134,600 for operation of its ISP Program. Said reimbursement is for the period of January 1, 2008 to December 31, 2008. This state aid equates to nearly 50% of all salaries and travel expenses and 20% of all fringe benefits incurred by the ISP Cost Center 3146. Unfortunately this amount is \$2,500 less than was anticipated and budgeted for. The decision was made to reduce ISP reimbursement across the state (approximately .018%). However, part of the Governor's budget also calls for increased reimbursement for our normal programs.

Please have the County Executive sign two copies of the agreement and the three extra signature pages for us to process with NYS DPCA.

This agreement will require Board approval.

If you have any questions, please do not hesitate to contact me at any time. Thank you for your assistance in this as in all matters.

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

Anthony J. Picente, Jr.
County Executive

Very truly yours,

(MR.) DAVID TOMIDY
PROBATION DIRECTOR

DT:kas
Enclosures

Date _____

13.

Anthony Picente, Jr.
County Executive



David Tomidy
Director

Oneida County Probation Department

321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467

Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073

E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Thomas J. Marcoline
Deputy Director

Supervisors
David J. Radell
Patrick Trophia
Paula Mrzlikar

(CONTRACT SUMMARY SHEET)

(6/13/08)

STATE AID REIMBURSEMENT CONTRACT

(For)

INTENSIVE SUPERVISION

Contract #: 009713

Contract Dates: 01/01/08-12/31/08

Name of Organization: Oneida County Probation Department

Activity or Service: Intensified supervision of higher risk non-violent felony and misdemeanor offenders as an alternative to local and state incarceration. The program was initiated in Oneida County in 1987 to enhance public protection through more frequent contacts with probationer, graduated sanctions of probation such as electronic monitoring, community service and cross systems counseling. Caseloads are considerably lower than traditional caseloads to allow probation staff to more closely monitor the offenders behavior. We receive enhanced reimbursement from State Probation in recognition of the high cost of incarceration. The county benefits as many of these probationers are employed full time reducing the burden on Social Services for their families support.

Proposed Dates of Operation: 01/01/08-12/31/08 (Cost Center 3146)

Client Population/Number to be served: 100-135 annually

- In FY2007 (47) adult individuals convicted of misdemeanors, felonies and violation of probation were sentenced to ISP (37 for new convictions & 10 as probation violators). This total was out of two hundred seventy nine applicants that were screened. One hundred and eleven cases were carried into FY2007. During 2007 (12) probationers were removed from ISP by the courts for violating probation and incarcerated.

Contract terms: To qualify for this reimbursement we meet with the defendants twice weekly for the first six months and as otherwise directed thereafter. Increased home visits and collateral contacts are also required

Recommendation:

Therefore, I, David A. Tomidy, Director of Probation, hereby recommend that the Oneida County Executive and Oneida County Board of Legislators approve the attached contract for state reimbursement for Intensive Supervision (ISP)


David A. Tomidy
Probation Director

15.



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE JR.
County Executive
ce@ocgov.net

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

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ONEIDA COUNTY LEGISLATURE
2008 JUL -1 PM 3:15

7N 2008-344

June 26, 2008

EDUCATION, YOUTH & AGRICULTURE

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

WAYS & MEANS

Honorable Members:

Pursuant to Article XX, Section 2004 of the Oneida County Charter and Section 6306 of the New York State Education Law, I submit to the Board of Legislators for their approval the appointment of David Mathis to serve on the Mohawk Valley Community College Board of Trustees. The term for this appointment is nine years and will expire on June 30, 2017.

David Mathis has been an excellent asset to the Mohawk Valley Board of Trustees for the past 31 years and has been diligent in his role, only missing 15 meetings during his tenure. Mr. Mathis has been appointed as Board Chair six times, Vice-chair once, Foundation Board member for over 25 years, President of the Alumni Association Board of Directors since 1997, and President of the College's Dormitory Corporation. He has been the recipient of many awards and commendations related to his work with MVCC.

Our re-appointment of David Mathis to this trustee position will enable him to continue his valuable and valued efforts on behalf of MVCC.

I respectfully request that you approve of this appointment at your earliest convenience.

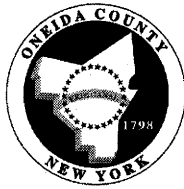
Thank you.

Very truly yours,

Anthony J. Picente Jr.
Oneida County Executive

Cc: President Randall Van Wagoner

16



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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL -1 PM 3:15

June 24, 2008

7N2008-345

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

PUBLIC HEALTH

WAYS & MEANS

Dear County Executive Picente:

Attached for your review and approval is correspondence from Linda M. Nelson, Commissioner of Mental Health, requesting the addition of a Competitive title, Director of Substance Abuse Services, to Oneida County's Classification Plan. Also attached is the draft job description.

As indicated in Commissioner Nelson's letter, the department is undergoing a review of all functions, responsibilities and duties of current positions and civil service titles. In order to reflect the current function and duties of the Psychiatric Social Worker III, Commissioner Nelson is creating the title Director of Substance Abuse Services, which more accurately reflects the position. The salary grade of the new title remains the same as Psychiatric Social Worker III.

Therefore, I recommend the addition of the competitive title, Director of Substance Abuse Services, Grade M35 (Step 1, \$42,367) to Oneida County's Classification Plan.

If you concur, I respectfully request this recommendation be forward to the Board of Legislators for their consideration and action.

Sincerely,

Paulette Z. Nickerson
Commissioner of Personnel

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

Anthony J. Picente, Jr.
County Executive
Date 6/26/08

Attachments

Copy: Linda M. Nelson, Commissioner of Mental Health
Linda M. H. Dillon, County Attorney



Anthony J. Picente, Jr., *County Executive*

Linda M. Nelson, *Commissioner*



Phone: (315) 798-5903
Fax: (315) 798-6445

235 Elizabeth Street
Utica, New York 13501

June 23, 2008

Paulette Nickerson
Director of Personnel
800 Park Avenue
Utica, NY 13501

Dear Ms. Nickerson:

The Department of Mental Health is being reorganized to more accurately reflect the functions of the Department to better serve county residents.

In this effort, I need to create a new position; Director of Substance Abuse Services. This will take the place of the previous "Psychiatric Social Worker III".

Please contact me if further information is needed.

Thank you very much.

Sincerely,

A handwritten signature in cursive script that reads "Linda M. Nelson".

Linda M. Nelson
Commissioner

LMN:msw

18.

Civil Division: Oneida County Government
Jurisdictional Class: Competitive
EEO Category: Professionals
Adopted: xx/xx/xx

DIRECTOR OF SUBSTANCE ABUSE SERVICES

DISTINGUISHING FEATURES OF THE CLASS: The Director of Substance Abuse Services has overall management responsibilities, administratively and clinically, for the substance abuse program(s) to which assigned. The incumbent is responsible for the administrative oversight for the substance abuse service delivery system. The Director of Substance Abuse Services reports to the Commissioner of the department. The incumbent performs related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only)

Supervises and oversees the overall administration of programs provided through contracted services and those mandated to be performed within the department;

Supervises staff members;

Plans, organizes and proposes changes in clinical functioning;

Provides leadership to the program;

Participates in surveys, studies, and research on program related topics;

Participates in conferences and community programs with state partners or other agencies;

Compiles and reviews appropriate records and reports as required;

Facilitates collaboration with community and/or state partners;

Assists in preparing grants or other funding requests and seeks out additional funding sources;

Compiles and analyzes data that may be utilized to provide more efficient service delivery, provide information to management, gather data and generate reports for monitoring and evaluation purposes and mandated reporting;

Actively participates in community-wide coalitions, committees, or task forces.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Comprehensive knowledge of administrative principles; comprehensive knowledge of the functioning of substance abuse continuum of services, community resources and how to utilize them effectively; comprehensive knowledge of the principles, methods, techniques and practices of substance abuse prevention and treatment; ability to organize, direct, and coordinate the services of the substance abuse system; ability to provide professional leadership; ability to plan and supervise a multi-disciplinary team; ability to prepare technical and informational data.

19.

continued...

MINIMUM QUALIFICATIONS:

Candidates must hold a New York State Division of Alcoholism and Alcohol Abuse credential as an Alcoholism Counselor (CASAC); **AND**

Either:

- (A) Graduation from a regionally accredited or New York State registered college or university with a Master's degree in Human Services, Social Work, Psychology, Sociology, Anthropology, Marriage and Family Counseling, Early Childhood, Public Health or Nursing, **AND** one (1) year supervisory experience in human services work; **OR**
- (B) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree in Human Services, Social Work, Psychology, Sociology, Anthropology, Family Counseling, Early Childhood, Public Health or Nursing **AND** two (2) years experience in a human services work environment, one (1) year of which must have been in a supervisory capacity.

SPECIAL REQUIREMENTS: Certain assignments made to employees in this class will require access to transportation to meet field work requirements in a timely and efficient manner. The incumbent must possess a valid New York State driver's license at time of appointment and must maintain license throughout appointment.

Adopted: xx/xx/xx

ONEIDA COUNTY HEALTH DEPARTMENT

185 Genesee Street, Utica, New York 13501

ANTHONY J. PICENTE JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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

FN2008-346

June 17, 2008

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

**PUBLIC HEALTH
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL -1 PM 3:08

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York municipalities are to provide payment for tuition, SEIT and evaluations rendered to eligible preschool aged children with disabilities.

Enclosed please find (3) three copies of an Agreement between Rome City School District and the Oneida County Health Department, Education and Transportation of Handicapped Children Program for the reimbursement of tuition, SEIT and evaluations for the period July 1, 2008 through June 30, 2011.

We anticipate reimbursement will exceed \$50,000.00 for the July 1, 2008 through June 30, 2011 school years. From January 2007 through December, 2007 Rome City School District was paid \$706,986.03 for evaluations and center based children.

I respectfully request the approval of this contract between Rome City School District and Oneida County Health Department.

Please contact me if you have any questions or require additional information.

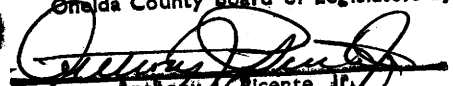
Sincerely,



Nicholas A. DeRosa
Director of Health

Enclosures

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



Anthony J. Picente, Jr.
County Executive

Date 6/16/08

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program
Account Number: A 2960.1952 Evaluations
 A 2960.4957 SEIT and Tuition

NAME AND ADDRESS OF VENDOR: Rome City School Distrit
 112 East Thomas Street, Rome, NY 13440

VENDOR CONTACT PERSON: Nancy Kristl, Director of Support Services

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: 400 approximately

PREVIOUS CONTRACT YEAR TOTAL: \$ 706,986.03

THIS CONTRACT YEAR: Rate for Evaluations, SEIT and Tuition are set by New York State Education Department.

THIS IS CONTRACT PERIOD: July 1, 2008 to June 30, 2011

 NEW X RENEWAL AMENDMENT

FUNDING SOURCE: Contract Amount \$ over \$50,000.00
 Less Revenues:

State Funds 59.5% of Total Dollars

County Dollars - Previous Contract \$ % of Total Dollars

County Dollars - This Contract \$ % of Total Dollars

Approved as to Form by County Attorney: _____
 _____ Brian Miga, Esq.

SIGNATURE: THERESA KAPES , DIRECTOR OF SPECIAL CHILDRENS SERVICES

DATE: June 17, 2008

Oneida County Department of Aviation

Oneida County Airport at Griffiss Airfield (RME)

592 Hangar Road, Suite 200

Rome, New York 13441

Phone: (315) 736-4171 Fax: (315) 736-0568

airport@ocgov.net

ANTHONY J. PICENTE, JR.
County Executive

ROGER B. SORRELL, C.M.
Commissioner

June 17, 2008

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

FN 2008-347

AIRPORT

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL -1 PM 3:14

Dear County Executive Picente,

The County has established Capital Account H-395 to provide for an Air Traffic Control Tower Back Up Generator installation. Also established was Capital Account H-409 to accept New York State Department of Transportation grant money for airport security enhancements (100% State reimbursable).

To commence this work, the Department of Aviation is submitting for consideration and approval a Lump Sum Design Agreement with C&S Engineers, Inc. in the amount of \$54,000. Their scope of work entails design and preparation of detailed plans and specifications to receive construction bids. The distribution of costs to each Capital Account is as follows:

H-395	\$10,000 – ATCT Back Up Generator.
H-409	<u>\$44,000</u> – Security - CCTV & ID System (100% State)
Total	\$54,000

The County Board of Acquisition and Contract approval was received June 11, 2008. The Oneida County Board of Legislators has approved C&S Engineers, Inc., as Oneida County's designated Airport Consultant (F.N. 2006-350, Res. No. 318).

Please consider the enclosed agreement with C&S Engineers for \$54,000 to provide professional design phase services and, if acceptable, present to the Oneida County Board of Legislators for approval.

Should you have any question, please contact me. Thank you.

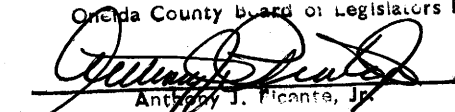
Sincerely,

Roger B. Sorrell, C.M.
Commissioner of Aviation

By,


William F. Applebee
Assistant Engineer

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


Anthony J. Picente, Jr.
County Executive

Date

6/26/08

RBS:wfa

Attach

23.

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **C&S Engineers, Inc.**
Syracuse, NY

Title of Activity or Service: **Professional Consulting Services**

Client Population/Number to be Served: **N/A**

Summary Statements:

1) Narrative Description of Proposed Services:

Provide Professional Consulting Services for Design and preparation of detailed plans & specifications for construction bids for ATCT Back Up Generator & Security Enhancements.

2) Program/Service Objectives and Outcomes:

Redevelopment of Griffiss Airfield for aviation and economic development purposes.

3) Program Design and Staffing Level:
N/A

Total Funding Requested: **\$54,000.00**

Oneida County Department Funding Recommendation: **\$54,000.00** Account # **H-395 & 409**

Proposed Funding Source: Federal \$0 State \$44,000.00 County \$10,000.00

Cost Per Client Served: **N/A**

Past Performance Data: **N/A**

Oneida County Department Staff Comments: **NYSDOT grant provides 100% funding for Security Enhancements.**

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Timothy P. Fitzgerald
Dawn CATERA Lupi
Laurie Lisi
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone

Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman Jr.
Carla V. DiMarco
Douglas M. DeMarche' Jr.
Todd C. Carville
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson

June 23, 2008

7N 2008-350

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

PUBLIC SAFETY

WAYS & MEANS

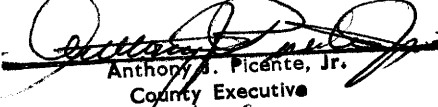
Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has again renewed in the amount of \$40,000.00. The grant period is from January 1, 2008 through December 31, 2008. The money will be used to assist with the funding of a Senior Confidential Investigator's salary. Matching county funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislatures for their review, in addition there are five (5) signature pages which have to be signed and notarized. Please return all originals to my office for submission to DCJS. Should you have any questions or concerns, please notify me.

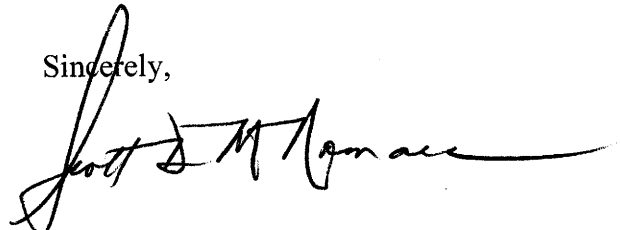
Thank you for your time and assistance in this matter.

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


Anthony J. Picente, Jr.
County Executive

Date 7/2/08

Sincerely,



Scott D. McNamara
Oneida County District Attorney

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL - 7 AM 10:56

25

Oneida Co. Department: District Attorney

Competing Proposal JL
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

STEPS/Road to Recovery

Proposed Dates of Operation:

January 1, 2008 through December 31, 2008

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

Road to Recovery is an alternative to incarceration program that provides chemical dependence treatment for defendants facing state imprisonment. The program in Oneida County will compliment an existing Drug Court and offer candidates intensive therapeutic treatment, followed by processing through the Utica Drug Court in lieu of a state prison sentence. Begun under a prior D-TAP grant, this funding will allow for contracting with a part-time Case Manager entity, making the program fully operational in Oneida County.

2) Program/Service Objectives and Outcomes:

To promote public safety and reduce recidivism by rehabilitating defendants who suffer from long term substance abuse.

3) Program Design and Staffing:

A Sr. Confidential Investigator who works closely with Utica Drug Court.

Total Funding Requested: \$40,000.00

Account #: A3042

Oneida County Dept. Funding Recommendation:

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

\$40,000.00 state funding.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

26

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



Public Health
Prevent. Promote. Protect.

7N2008-351

June 20, 2008

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

Attached are five (5) copies of a contract between Oneida County through its Health Department and the New York State Department of Health for the provision of human rabies post exposure treatment.

As you may already be aware, the Oneida County Health Department – Environmental Health, is responsible for monitoring diseases that animals may transmit to humans. Since rabies is invariably fatal, this contract allows the Health Department to treat human post exposure, specimen preparation and shipment as well as pet vaccination clinics. The term of this agreement shall become effective on January 1, 2008 and remain in effect until March 31, 2012 with reimbursement in the amount of \$58,016. **No county dollars will be expended.** This contract is submitted for your signature after its commencement date as the contract was received by the Health Department on June 12, 2008. Please note this contract has a five year term with reimbursement yearly in the amount of \$14,504.

If this contract meets with your approval, please forward to the Board of Legislators.

Sincerely,

Nicholas A. DeRosa
Director of Health

attachments
ry

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

Anthony J. Picente, Jr.
County Executive
Date 7/2/08

2008 JUL -7 AM 10:56
RECEIVED
ONEIDA COUNTY LEGISLATURE

"PROMOTING AND PROTECTING THE HEALTH OF ONEIDA COUNTY"

27.

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Corning Tower, Empire State Plaza
Albany, New York 12237

VENDOR CONTACT PERSON: Jodi Schoen, Health Program Administrator

DESCRIPTION OF CONTRACT: Reimbursement to counties by New York State Department of Health for reimbursement for human rabies post exposure treatment.

SUMMARY STATEMENTS: The Environmental Health Division is responsible for monitoring diseases that animals may transmit to humans. Rabies, which is invariably fatal, is the most significant of these diseases. This contract will allow the Health Department to treat human post exposure, specimen preparation and shipment and pet vaccination clinics.

PREVIOUS CONTRACT YEAR: In the past, rabies reimbursement was provided through letters of agreement and not a formal contract approved by OSC.

TOTAL: Last years letter of agreement was \$14,000.

THIS CONTRACT YEAR: January 1, 2008 through March 31, 2012

TOTAL: \$58,016

 NEW X **RENEWAL** **AMENDMENT**

FUNDING SOURCE: A4018 1 \$ 58,016

Fewer Revenues: _____ -0-

State Funds: \$ 58,016

County Dollars – Previous Contract -0-

County Dollars – This Contract - -0-

1 – Five year grant period from January 1, 2008 through March 31, 2013

 January 1, 2008 through March 31, 2009 \$14,504

 April 1, 2009 through March 31, 2010 \$14,504

 April 1, 2010 through March 31, 2011 \$14,504

 April 1, 2011 through March 31, 2012 \$14,504

SIGNATURE: Nicholas A. DeRosa, Director of Health

DATE: June 20, 2008

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

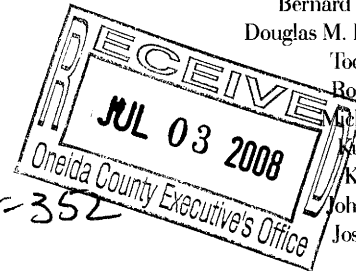
Michael A. Coluzza
First Assistant

Dawn Catera Lupi
First Assistant

Kurt D. Hameline
Timothy P. Fitzgerald
Laurie Lisi
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Joseph A. Saba
Grant J. Garramone

Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman Jr.
Douglas M. DeMarche' Jr.
Todd C. Carville
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer

June 30, 2008



JN 2008-352

PUBLIC SAFETY

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

Dear Mr. Picente:

WAYS & MEANS

By this letter, I am requesting your approval as well as that of the Board of Legislators for the following supplemental appropriation from the forfeiture cost center to purchase body armor vests for four investigators employed by this office:

TO:
A1162.436 Uniforms & Clothing \$3,200

This supplemental appropriation will be fully supported by forfeiture funds that are already on deposit.

A1207 Law Enforcement, Approp. F.B. Year Forfeitures \$3,200

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

Thank you for your time and assistance in this matter.

Very truly yours,

Scott D. McNamara
Oneida County District Attorney

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

se Anthony J. Picente, Jr.
County Executive

Date 7/2/08

2008 JUL -7 AM 10:55

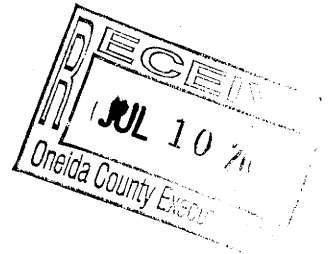
ONEIDA COUNTY LEGISLATURE
RECEIVED

29.



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

LINDA M.H. DILLON
COUNTY ATTORNEY

7N2008-354

WAYS & MEANS

July 9, 2008

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

**RE: Valerie Hull, as Representative of the Estate of Brian Johnston v.
Oneida County Sheriff's Department et al.**

Dear Mr. Picente:

I enclose herewith the letter of David H. Walsh, IV, the attorney representing Oneida County's interests in the above referenced litigation.

Mr. Walsh has been able to reach a settlement of this matter, which settlement must now be placed before the Board of Legislators for their consideration and approval.

I respectfully request that this matter be forwarded to the Board for their review and approval. Both Mr. Walsh and I will be available to answer any questions that the Board or its Committees may have regarding the prospective resolution of this action against the County.

Thank you.

Very truly yours,

Linda M.H. Dillon
County Attorney

Cc: David H. Walsh, IV

encl.

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

Anthony J. Picente, Jr.
County Executive
Date 7/9/08

2008 JUL 11 AM 10:10
RECEIVED
ONEIDA COUNTY LEGISLATURE

PETRONE & PETRONE, P.C.

Attorneys at Law

John R. Petrone II *
Lori E. Petrone
Mark J. Halpin
Janet F. Neumann
Kathleen A. Lupia
James H. Cosgriff III
David H. Walsh IV
Soo-young Chang
J. William Savage
Mark O. Chieco

Louis S. Petrone
Of Counsel

Simone M. Shaheen
Of Counsel

Anne M. Wood
Of Counsel

Marcus M. Curry
(1924-1996)

108 West Jefferson Street
Suite 305
Syracuse, New York 13202

(800) 521-1260
FAX (315) 476-0107

1624 Genesee Street
Utica, NY 13502
(315) 735-7566
FAX (315) 735-5368

465 New Karner Road
Albany, NY 12205
(800) 521-1260
FAX (315) 735-5368

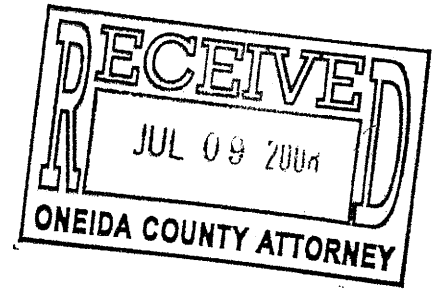
300 Pearl Street
800 Olympic Towers
Buffalo, NY 14202
(800) 521-1260
FAX (716) 852-6216

205 St. Paul Street
Rochester, NY 14614
(800) 521-1260
FAX (585) 232-7788

* Also admitted in Pennsylvania

July 7, 2008

Linda M.H. Dillon, Esq.
Oneida County Attorney
800 Park Avenue
Utica, New York 13501



RE: Hull v. County of Oneida and CNY Services, Inc.

Dear Ms. Dillon:

Please be advised that, pending approval by the Oneida County Board of Legislators, the parties to the above action have agreed upon a settlement in the amount of \$80,000., with the County's contribution being \$30,000. of the settlement amount.

This payment will be in full satisfaction of all claims brought by the plaintiff against the County of Oneida, involving the death of Brian Johnston while an inmate at the Oneida County Correctional Facility.

If you require additional information regarding this settlement, please advise.

Very truly yours,
PETRONE & PETRONE, P.C.


David H. Walsh, IV

DHW/nrl

cc: Mary Ann Vienneau, Secretary to County Attorney

31.



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

July 11, 2008

7N 2008-355

AIRPORT

WAYS & MEANS

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

Honorable Members:

I have received a letter from County Executive Picente to formally change the name of Griffiss Airfield to "Griffiss International Airfield." With this name change would come a certain distinction for better marketing purposes of the facility.

I concur with the County Executive and forward his request on to the full Board for confirmation.

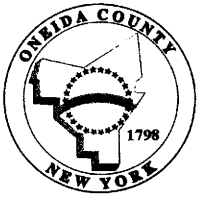
Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

GJF:pp

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL 11 PM 3:15

32.



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

July 10, 2008

The Honorable Gerald Fiorini
Chairman of the Board
Oneida County Office Building 10th Floor
800 Park Avenue
Utica, NY 13501

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL 11 AM 10:10

Dear Chairman Fiorini:

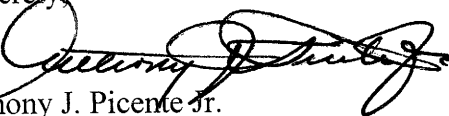
As the result of the growth at the Griffiss Airfield and potential international flights, I request a formal change of name for the Griffiss Airfield.

Griffiss Airfield is currently listed in the US Customs book as a "Point of Entry" for international flights. With this benefit comes the added-value of highlighting and marketing our facility as an "International" facility.

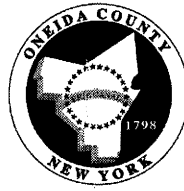
I therefore request Griffiss Airfield be re-named to "Griffiss International Airfield" to support this opportunity and marketing effort.

Thank you.

Sincerely,


Anthony J. Picente Jr.
Oneida County Executive

Cc: Oneida County Attorney
Linda Dillon



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

July 10, 2008

7/14/2008-356

WAYS & MEANS

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

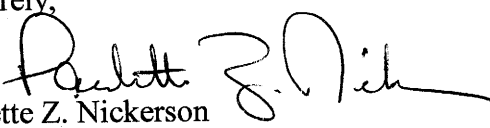
Dear County Executive Picente:

Attached please find correspondence from Oneida County Clerk, Sandra J. DePerno, requesting extended sick leave with pay for Dora Dirda, Motor Vehicle Representative.

Ms. Dirda began his employment with Oneida County on July 8, 1993 and has 15 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 forward to the Board of Legislators for their consideration at their next meeting.

Sincerely,


Paulette Z. Nickerson
Commissioner

Attachment

Cc: Sandra J. DePerno
Dora Dirda

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

Anthony J. Picente, Jr.
County Executive
Date 7/14/08

2008 JUL 15 AM 10:09
RECEIVED
ONEIDA COUNTY LEGISLATURE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

July 9, 2008

7/12/08 - 357

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

HUMAN RESOURCES
WAYS & MEANS

Dear Mr. Picente:

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

The amendment to the original contract for case planning services dates January 1, 2008 through December 31, 2008 to include seven (7) additional full-time Case Planners and 1 Half-time Supervisor in order to meet the Departments needs,

The Neighborhood Center has operated an intensive Case Planning Program for the Department's active Child Preventive and Protective caseload. This program has served the Department well as a key component of our Preventive Services efforts. The prevention of foster care must be an intensive effort if we are to achieve any success with families. Additionally, we must improve our ability to both return children from foster care at a faster rate, or if this is not possible to legally free them for Adoption.

The total original cost of this contract for the period January 1, 2008 through December 31, 2008 is \$ 482,188 this amendment will increase the total cost to \$ 604,317 with a local cost of 23.68% or \$ 143,102. This contact is a collaborative effort between Neighborhood Center, Cosmopolitan Center and Family Services of the Mohawk Valley with Neighborhood Center the lead agency.

I am respectfully requesting that this matter be submitted to the Board of Legislators as soon as possible.

Thank you for your consideration.

Sincerely,


Lucille A. Soldato
Commissioner

LAS/tms
attachment

RECEIVED
ONEIDA COUNTY LEGISLATURE
11:01 AM 07/15/08

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


Anthony J. Picente, Jr.
County Executive

Date 7/14/08

35

7/8/08
18601

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Neighborhood Center
615 Mary Street
Utica, New York 13501

Title of Activity or Services: Case Planning

Proposed Dates of Operations: 1/1/2008 - 12/31/2008 Amendment

Client Population/Number to be Served: 150 children & families in need of child welfare services in addition to all adolescents with a goal of independent living.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The need for preventive services is projected to increase substantially both for the adolescent population and/or a significant number of young children. In addition to maintaining children in their own homes by use of community-based services (Case Planners) there is need to provide these services to families in order to return children from foster care. There is additional need to provide skills in everyday living for children in foster care with a goal of independent living.

2). Program/Service Objectives and Outcomes

Outcome: The case planning contract will work with participant families to prevent children from entering care, to reduce the length of stay of children in placement, to reduce the number of children needing replacement and to provide community oversight to high risk cases in order to monitor and insure children's safety.

Performance: Family service needs will be identified and participants will become engaged in services. Family assessment will be done in a manner that reflects culturally competent and family focused planning. Case planning responsibilities will include casework counseling, advocacy and referral, service coordination, assistance with transportation, supervision and oversight of open cases. The case planner will provide community oversight for children in high risk families through frequent contact and/or monitoring of court orders as well as the identification and utilization of appropriate community based resources as well as contact with individuals in a position to assess safety and well being of the children.

Measurement: 80% of the participant families will not have any substantiated reports of abuse/neglect while participating in services.

Measurement: 80% of the participant families will not have children presenting in Family Court for JD/PINS type behaviors while participating in services.

Measurement: 80% of participant families that have children in out of home placements eligible for mandated preventive services based on the service plan goal to return children home within 6 months; will have their children returned to them within the specified 6 month period.

Measurement: 80% of the cases with existing Family Court orders will not have any new violations filed during the time the case remains open with the case planning contract.

Measurement: 80% of the participants will report satisfaction with services offered as measured by a client satisfaction survey.

3). Program Design and Staffing Level -

<u>Original</u>	<u>Additional Positions</u>	<u>Amendment Adopted</u>
7 Case Planners	7 Case Planners	14 Case Planners
1 Supervisor	½ Supervisor	1 & ½ Supervisors

Case Planners will have a maximum caseload of 20

Total Funding Requested: \$ 482,188.00 Original
\$ 122,129.00 Proposed Changes
\$ 604,317.00 Amendment Adopted

Oneida County Dept. Funding Recommendation: Account #:A6070.49547

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

Federal	34.97 %	= \$ 211,330
State	41.35 %	= \$ 249,885
County	23.68 %	= \$ 143,102

Cost Per Client Served:

Past performance Served:

Neighborhood Center has had Case Planning Contract with Oneida County Department of Social Services since 1988, and the Department is satisfied with their previous performances.

O.C. Department Staff Comments: The contract is a collaborative effort by Neighborhood Center, Cosmopolitan Center and Family Services of the Mohawk Valley. Neighborhood Center is the lead agency on this contract. The 2007 budget for this Contract was \$ 470,427.00.

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

July 9, 2008

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

7N2008-358

**HUMAN RESOURCES
WAYS & MEANS**

Dear Mr. Picente:

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

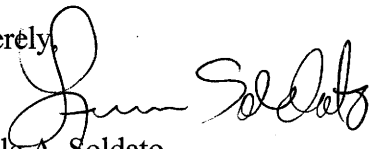
Enclosed is an Amendment to the Purchase of Services Agreement with the Kids Oneida Inc. for operation of an Integrated Service delivery system based on wrap-around care principles. The Amendment is to add an additional 10 places to make the maximum census 135 children.

The service will be provided as a care management system for clientele referred by the committee on appropriate placement (JD/PINS), DSS placement committee (Abuse/Neglect) and Committees on Special Education. The children placed in this program are assessed and begin to receive the appropriate level of community based services. The goals are divert out-of-home placements, shorten the length of stay of placements, and significantly improved child and family functioning.

The services are paid on capitated rate of \$ 2,550.00 per month per child. The term of this Amended Agreement is January 1, 2008 through December 31, 2008. The Contractor was paid \$3,401,207 for the period of June 2007 through May 2008 with a local cost of 23.68% or \$805,406.

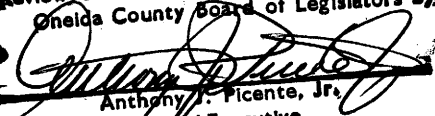
I respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive
Date 7/14/08

38

7/8/08
23801

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Kids Oneida Inc.
1500 Genesee Street
Utica, New York 13502

Title of Activity or Services: Case Management System

Proposed Dates of Operations: January 1, 2008 – December 31, 2008 **Amendment**

Client Population/Number to be Served: Youth placed by committees on appropriate placement (PINS/JD), DSS Placement Committee (Abuse/Neglect), and Committees on Special Education.

125 Children (Maximum at any given time) Original Contract
135 Children (Maximum at any given time) Amendment

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide an Integrated Service delivery system based upon wrap-around care principals. The system would operate as a capitated, care management system for clientele referred through the committee on appropriate placement and placement committee.

2). Program/Service Objectives and Outcomes -

Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: 80% of the 135 children enrolled in the Kids Oneida Program will remain in their family/caretakers home.

Measurement: 80% of the 135 children enrolled in the Kids Oneida program will be successfully integrated in their school / community and partake in available resources that will reinforce effective family functioning and stabilization.

Outcome # 2: Children with mental illness enrolled in the Kids Oneida program will experience a decreased number of out of home placements and care days in mental health facilities or Department of Social Services child care agencies as compared to previous years.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the child in temporary placement and supports for the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: For the families of children requiring out of home placement due to dangerous or self-injurious behaviors, 80% of those identified families will actively participate in both the service and discharge planning of that child in order for the child to be returned to the home as quickly and safely as possible.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: \$ 2,550 per month per child

Oneida County Dept. Funding Recommendation: Account # A6119.495

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

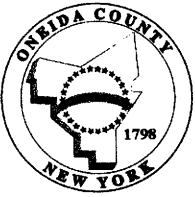
Federal	34.97 %	\$ 892
State	41.35 %	\$ 1,054
County	23.68 %	\$ 604

Cost Per Client Served: \$ 2,550 per child per month.

Past performance Served: The Department has contracted with this provider for this service since 1998. The Department has spent \$ 3,401,207 for the period June 2007 through May 2008 with a local share of 23.68 % or \$ 805,406. The average monthly cost was \$ 283,434 with a monthly average of 124 children, the average cost per child per month is \$ 2,286.

O.C. Department Staff Comments:

After the evaluation of the start-up phase of the contract, the contractor has begun to put additional resources into the children currently institutionalized. This will save Oneida County money because the length of stay in the Institution will decrease and the cost of the Institution will be paid by the Contractor while under the care of the Contractor. The reason the average cost per month is less than \$ 2,550 is we pay the Institution for the Child’s stay then deduct the total cost of Institution’s bill from the Kids Oneida Inc. Voucher.



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

7N2008-359

July 7, 2008

The Honorable Gerald Fiorini
Chairman of the Board
Oneida County Office Building 10th Floor
800 Park Avenue
Utica, NY 13501

AIRPORT

WAYS & MEANS

Dear Chairman Fiorini:


Attached for the Board of Legislators' review and approval is the new "Field Rules and Regulations" ("FR&"R) for the safe, secure, and fair operation of the airport.

The first Airport Rules were referenced in Board records in the year 1955. They were amended by the Board in the years 1963, 1980 and 1983. These regulations establish procedures at Griffiss Air Field to be used and followed by all airport users, guests, tenants, and the aviation community in general. These FR&Rs has been reviewed by the several tenants of the air field and prepared in cooperation with the General Aviation users.

I respectfully request that you forward these newly formulated rules and regulations to the County Board of Legislators for their review and approval.

Thank you.

Sincerely,


Anthony Picente
Oneida County Executive

AP: pla

Cc: Linda M.H. Dillon, Esq.

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GRIFFISS AIRFIELD
"KRME"
Field Rules and Regulations

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43.

Part 1 - General

Section 1 Definitions

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- A. **"Aeronautical Activities"** means any activity that involves, makes possible, or is required for the operation of aircraft, or that contributes to or is required for the safety of such operations. Aeronautical activities include, but are not limited to: aircraft charter operations, pilot training, aircraft rental, aircraft hangar leasing, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that directly relate to the operation of aircraft. In contrast, examples that are not "Aeronautical Activities" include: ground transportation (taxis, car rentals, limousine service, ect, restaurants, in-flight food catering and auto parking lots.)
- B. **"Airport"** The Oneida County Airport (KRME) and all of the property, buildings, facilities and improvements within the exterior boundaries of the airport as it now exists on the Airport Layout Plan (ALP) or as it may hereafter be extended, enlarged or modified.
- C. **"Airport Committee"** A nine member committee, its members drawn from the Oneida County Board of Legislators and appointed by the Chairman of the Oneida County Board of Legislators.
- D. **"Airport Commissioner"** The designated person hired by the Oneida County Executive and approved by the Board of Legislators to manage and operate the airport.
- E. **"Airport Operations Areas"** (AOA) Certain areas of the airport pavement infrastructure used for the parking, storage and movement of aircraft as part of a dedicated ramp and taxi lane system.
- F. **"Employee"** A person who is on the payroll of, or under contract with the County of Oneida, an aircraft owner or airport business and, as such, the owner or business must comply with all applicable labor laws including Workers' Compensation, Social Security, ect., for that employee.
- G. **"FAA"** The Federal Aviation Administration.
- H. **"FAR"** Federal Aviation Regulation as codified in Title 14 Code of Federal Regulations.
- I. **"General Aviation"** Aeronautical activities involving all civilian aircraft and operations other than scheduled or non-scheduled airline and certain air freight operations.
- J. **"IFR"** Instrument Flight Rules, which govern the procedures for conducting instrument
- K. **"Lease Agreement"** A written lease with County of Oneida to operate on the airport as approved by Board of Legislators and executed by the Airport Commissioner & County Executive
- L. **"Legislature"** The County of Oneida Board of Legislators.
- M. **"Minimum Standards"** The Minimum Operating Standards that are established by the County as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.
- N. **"Normal Airport Office Business Hours"** 8:00 AM to 4:00 PM Monday through Friday, except holidays, each week of the year.
- O. **"Rules and Regulations"** These rules and regulations unless otherwise specified.
- P. **"Shall"** the word "shall" is always mandatory.
- Q. **"Vehicle"** Automobiles, trucks, buses, motorcycles, horse drawn vehicles, bicycles, push carts and any other devise by which any person or property is or may be transported, carried or drawn upon land.

Section 2 Authority

The following rules and regulations are hereby established under the authority of the County of Oneida to serve as a guide in governing the use of the facilities and services of the Oneida County Airport. The regulations of the Federal Aviation Administration, Department of Homeland Security via the TSA, and the Laws of the Oneida County and the State of New York will also be applicable on this airport. Each tenant/lessee shall read and sign a copy of this document to be filed in the renter/lessee's file.

44.

Section 2 – 1 Compliance with Rules and Regulations

Any permission granted directly or indirectly, expressly or by implication, to any person or persons, to enter upon or use the airport or any part thereof (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of lessees and other persons occupying space at the airport, persons doing business with the airport operator, its subcontractors and licensees, and all other persons whatsoever whether or not of the type indicated), is conditioned upon compliance with these rules and regulations; and entry upon or into the airport by any person shall be deemed to constitute an agreement by such person to comply with said rules and regulations.

Section 2 – 2 Compliance with Official Directions Required

No person shall use or otherwise conduct themselves upon any portion of the airport in a manner contrary to the posted or otherwise visually indicated official directions applicable to that area.

Section 2 – 3 Unauthorized Commercial Activity Prohibited

No person shall carry on any commercial activity at the airport without the written consent of the Airport Commissioner. No one basing or otherwise maintaining an aircraft at the airport shall permit it to be used for a commercial aeronautical activity conducted at or out of the airport, unless such commercial activity is expressly authorized by the terms of an agreement with the County of Oneida or with a fixed base operator with the Airport Commissioner approval. In addition, no one basing an aircraft or otherwise maintaining an aircraft at the airport shall permit such aircraft to be serviced, cleaned, repaired or otherwise worked on by private entrepreneurs other than those operating at the airport pursuant to an agreement with the airport or with the fixed base operator with the airport's approval. All private & commercial activities must provide copies of all minimum insurances to the Commissioner of Aviation.

Section 2 – 4 Use of Certain Facilities Conditional

No person shall land or take off an aircraft on or from a public landing area, or use any area restricted by the Airport Commissioner, except upon the payment of such fees and charges as may from time to time be prescribed for such use, unless such person is entitled to make such use without such payment under a lease or other agreement authorized by Airport Commissioner. All Rates and Fees shall be in accordance with published Rates and Fee Schedule.

Section 2 – 5 Authority of the Commissioner of Aviation

The Commissioner of Aviation shall have the authority at all times to take whatever action may be necessary in the control and management of public use of the airport and its facilities. The Commissioner shall have the authority to remove from the airport and deny further use of the facilities thereon, any person who does not abide by these rules and regulations. The Commissioner may deny the use of the airport to any person when in their judgment; it seems advisable to do so in order to safeguard County property and/or the general public. The Commissioner shall have the authority to suspend flying operations, except for emergency landings, when in their opinion, the condition of the landing area, local meteorological conditions or other circumstances are such as to render flying operations unsafe. Any appeal shall be provided to the Commissioner of Aviation within five (5) business days. The Commissioner shall review for comment, approval, or disapproval all written agreements between any permanent or temporary tenant, agency, or entity desiring access to the airport. The Commissioner of Aviation maintains final decision authority for the operations of the airport, it's property, personnel, and aviation assets. The Commissioner of Aviation shall be authorized to make amendments to these rules and regulations due to operational changes.

Section 2 – 6 Enforcement of Rules and Regulations

The rules and regulations herein prescribed have been placed in effect by the Oneida County Legislature and shall be enforced by the Airport Commissioner or authorized designee. Any person operating or handling any aircraft, operating or handling any vehicle or apparatus, using the airport or any of its facilities in violation of these rules and regulations, or refusing to comply therewith after proper request shall be removed from the airport. Any person violating any of the rules herein prescribed shall upon proper request cease to violate said rules and regulations. In the event of a refusal to comply, he/she shall be deemed a disorderly person and be subject to arrest by the Oneida County Sheriff Deputy, Rome Police Department, or the New York State Police.

Section 2 – 7 Inspections

All hangars, buildings and shops shall be subject to fire and safety & security inspections at any reasonable time by the Airport Fire and Safety inspector, or the duly authorized representative, to ensure compliance with all laws, ordinances, and these regulations. Furthermore, the NY State Codes enforcement officer has open and complete access to all facilities along with any insurance company desiring inspection of facilities. Advance notification is not required.

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Part 3 – Aircraft

Section 3 – 1 Compliance with FAR's Required

No person shall land aircraft upon, fly aircraft from or conduct any aircraft operations on or from the airport otherwise than in conformity with the Federal Aviation Regulations and the current rules of the Federal Aviation Administration and the Civil Aeronautical Board.

Section 3 – 2 Careless, Negligent or Reckless Operation

No aircraft may be operated on the surface of any part of the airport in a careless or negligent manner, in disregard of the rights and safety of others, or without due caution and circumspection or at a speed or in a manner which endangers or is likely to endanger persons or property, or while the pilot or other persons aboard controlling any part of the operation is under the influence of intoxicating liquor, or any drug affecting the senses, or if such aircraft is so constructed, equipped or loaded as to endanger or be likely to endanger persons or property. No aircraft movement within the hangars shall be permitted with aircraft engines or without use of aircraft movement equipment.

Section 3 – 3 Traffic Patterns

Traffic patterns and altitudes shall be in accordance with the published Airport/Facility Directory, charts and publications, traffic pattern diagram and the current effective Griffiss Airfield/Oneida County Control Tower Bulletin.

Section 3 – 4 Only Surfaced Runways to be Used

All takeoffs and landings shall be made on the runway only. Aircraft shall not be operated on the grass under any circumstances. Aircraft may taxi to/from the runway only on the identified/approved taxiways. Maintenance run-ups, if needed, may be accomplished on the concrete apron with the aircraft facing North. Any deviation must be approved by the Commissioner of Aviation or his/her designatee.

Section 3 – 5 Avoid Dangerous Propeller Wash or Exhaust Blast

No aircraft shall be taxied or positioned at the airport where the propeller wash or exhaust blast may cause injury to persons or do damage to property. If it is impossible to taxi such aircraft without compliance with the above, then the engine must be shut off and the aircraft towed to the desired destination. No aircraft engine maintenance runs will be allowed pointing toward any facility/building.

Section 3 – 6 Qualified Person Only to Operate Aircraft

No person shall land, takeoff or taxi at this airport unless they are a pilot certificated to operate that particular type of aircraft or is a certificated A&P mechanic properly qualified to taxi that particular type of aircraft. No person shall start or run an engine at the airport unless a pilot certificated to operate that particular type of aircraft or is a certificated A&P mechanic properly qualified to start and run the engines of that particular type of aircraft shall be attending the controls. Wheel chocks shall always be placed at the front and rear of each main landing wheel and the brakes of the aircraft shall be on and locked prior to the engine or engines being started, except for those times when the aircraft is being taxied from its location, at which time the parking brakes must be operative and are on and locked until the aircraft is ready to move.

Section 3 – 7 Taxing in or out of hangars is prohibited

No aircraft shall be taxied into or out of any hangar at the airport under its own power, nor under power-off taxi maneuver.

Section 3 – 8 Lights on Moving Aircraft

All aircraft being taxied, towed or otherwise moved at the airport shall proceed with running lights on during the hours of darkness.

Section 3 – 9 Parked Aircraft to be Secured

Except for permitted transient parking, no person shall park an aircraft at any place on the airport other than inside a hangar unless it is firmly tied to the ground in the manner prescribed by the Commissioner of Aviation. Transient aircraft temporarily parking shall have the main wheels chocked with wheel blocks or other approved devices. Helicopters shall have braking devices and/or rotor mooring blocks applied to the rotor blades.

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Section 3 – 10 Parked Aircraft to be Moved Upon Request

Upon direction from the Airport Commissioner, the operator of any aircraft parked or stored at the airport shall move said aircraft from the place where it is parked or stored to any other designated place. If the operator refuses to comply with such direction, the Airport Commissioner may tow said aircraft to such designated place at the operator's expense and, if such direction was reasonable under the circumstances, without liability for damage which may result in the course of such moving.

Section 3 – 11 Parking and Storage

Unless otherwise provided in a lease or other agreement, no person shall use any area of the airport for parking or storage of aircraft or other property without obtaining the approval of the Airport Commissioner. If a person uses such area without first obtaining permission, the Airport Commissioner is authorized to order the aircraft or other properties removed, or cause same to be removed and stored at the expense of the owner, without liability for damages arising from or out of such removal or storage. All tenants shall submit copies of insurances to the Commissioner of Aviation for review; the County must be listed as "Additionally Insured" and Held Harmless.

Section 3 – 12 Pilots Required to Report Accidents

The pilot of any aircraft involved in any accident at the airport causing personal injury or property damage shall make a prompt report of said accident to the Airport Commissioner.

Section 3 – 13 Wrecked, Disabled or Abandoned Aircraft

The pilot, operator, or owner of an aircraft wrecked, disabled or otherwise abandoned at the airport, and of the parts of such aircraft, shall be responsible for the prompt disposal thereof, as directed by the Airport Commissioner. In the event of his failure to comply with such directions, such wrecked, disabled or abandoned aircraft and parts may be removed by the Airport Commissioner at the operator's expense and without liability for damage which may result in the course of such removal.

Section 3 – 14 Deviation From Established Pattern Prohibited

No aircraft shall deviate from the existing flow of traffic except when a change of wind direction requires all traffic to alter the takeoff and landing direction. All aircraft entering the traffic pattern shall enter so as to conform to the existing flow of traffic. When operating – all pilots shall comply with directions of the Control Tower as outlined within the Federal Aviation Regulations.

Section 3 – 15 Flight School Taxi Training for non-pilot taxi training

For the purpose of training aviation school students (non-Pilots training-mechanical) the training aircraft will taxi to the FBO to pick up their student. The flight school instructor shall use normal taxi and radio call procedures with the control tower and provide all mandated training on active taxiways. This shall only occur during hours of VFR weather and when the Tower is in operation. No training shall occur in any other part of the airport, ramp areas nor the T-hangar areas due to congestion and mix of traffic. After mandated training is complied with, the aircraft will taxi back to the FBO to allow the student access off the airport. Under all conditions the student shall be badged in accordance with the Airport Security Plan or escorted by an authorized badged member of the initiating school or flight school.

Section 3 – 16 De-icing

De-icing of aircraft will be conducted only in the location(s) designated for that purpose by the Airport Commissioner and using only those materials approved by the Airport Commissioner.

Section 3 – 17 Aircraft Maintenance Engine Run Location(s)

All aircraft with a wing span less than 75 feet, will position themselves (taxi or tow) on the taxi lane adjacent to the grass area on Apron 3, (across the ramp from Bld 100/101), with engines parallel to the grass. The operator shall ensure a minimum of 500 foot safety clearance in both the front and rear of the aircraft. Regardless of type aircraft or engine run(ing) speed/rpm, at a minimum, two safety spotters shall be used. One will be in front of the aircraft and one beside/behind the aircraft. Their function will be to spot aircraft and/or vehicular traffic and notify the aircraft engine operator. All aircraft engine operators shall notify the Control Tower when in operation or the FBO when the tower is not in operation. There shall be no aircraft engine runs within the vicinity of the MVCC School without pre-approval from the Commissioner of Aviation. Aircraft with wing spans greater than 75 feet shall use taxiway "Echo or Foxtrot". The operator shall ensure a minimum of 500 foot safety clearance in both the front and rear of the aircraft. Regardless of type aircraft, at a minimum, two safety spotters will be available. One will be in front of the aircraft and one behind the aircraft. Their function will be to spot aircraft and/or vehicular traffic and notify the engine operator. All aircraft engine operators shall notify the Control Tower when in operation or the FBO when the tower is

not in operation. The spotters shall be from the owner/operator of the aircraft. In no situation shall aircraft engine(s) be operated within 500 feet of any facility, regardless of run(ing) speed/rpm.

Part 4 – Motor Vehicles

Section 4 -1 Reckless Operation Prohibited

No vehicle shall be operated in or upon the airport in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution and circumspection, or at a speed or in a manner which endangers or is likely to endanger persons or property, or while the driver is under the influence of intoxicating liquor or any drug affecting the senses, or if such vehicle is constructed, equipped or loaded as to endanger persons or property.

Section 4 -2 Vehicles

No vehicle shall be operated in or upon the airport unless it is in sound mechanical condition, have adequate lights, horn, brakes and clear vision from the drivers' seat. In addition, trailers and semi-trailers will not be permitted on the airport unless they are equipped with reflector buttons and proper brakes so that when disengaged from a towing vehicle, neither aircraft blast nor wind will cause them to become free rolling. Positive locking couplings shall be required for all towed equipment. All Vehicles shall have & maintain an operational yellow beacon. All vehicles will submit and maintain the minimum Insurance requirements to be in compliance with the County minimum standards.

Section 4 – 3 Operators to be licensed

No vehicle may be operated in or upon the airport unless the driver is licensed and authorized to operate said vehicle by the Commissioner of Aviation. The Oneida County Department of Aviation provides mandatory operator training.

Section 4 – 4 Vehicles to Yield to Aircraft

All vehicles operated in or upon the airport, including emergency vehicles, shall yield the right of way to any and all aircraft in motion.

Section 4 – 5 Authorized Vehicles in Operations Areas

No vehicle will be permitted in the operations area unless its presence is specifically required for aircraft servicing, airport maintenance or under emergency conditions; vehicle must be registered with the airport safety manager. All vehicles will be equipped with a strobe light of the appropriate color and vehicles requiring access to the aircraft movement area, will be equipped with mounted radios or have access to a hand-held radios for communications with both aircraft and Airport Operations. Any vehicle, not operated by County personnel, or previously registered with the airport safety manager, except fuel servicing and airline service vehicles, must be accompanied by an airport employee or its movement on the airport must be authorized by the Airport Commissioner for each specified trip.

Section 4 – 6 Compliance with Official Orders, Signals or Directions

All vehicular traffic in or upon the airport must comply with the order, signal or direction of any representative of the Airport Commissioner. All vehicles shall obey all signs and pavement markings located on the airport.

Section 4 – 7 Vehicle Movement in Operations Area

Authorized vehicles in the air operations areas shall exercise extreme caution against obstructing the taxi, takeoff or landing path of any aircraft. Before entering upon or crossing the runway, which has not been officially closed for reasons of maintenance or safety, all vehicles must come to a complete stop at least 100 feet from the edge of the runway and make a through visual check in all directions to assure that the path of an approaching aircraft is not obstructed in the air or on the ground. A radio call on the UNICOM 118.1 announcing their intentions shall also be made prior to entering the AOA. When the Control Tower is unmanned during hours of control tower operations. All vehicles shall contact & obey all directions given by the ATC controller.

Section 4 – 8 Speed Limits

Motor vehicles will not be driven in or upon the airport at speeds in excess of 15 miles per hour.

Section 4 – 9 Stopping or Parking in Certain Areas Prohibited

No person shall stop or park a vehicle in or upon the airport:

- 1) Within 15 feet of a fire hydrant.
- 2) On the roadway side of any other stopped or parked vehicle (double parking).

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- 3) Other than in accordance with restrictions posted on authorized signs.
- 4) In any area other than designated public parking areas.
- 5) Within a bus stop or taxi zone, except vehicles that are authorized to use such areas.
- 6) Within an air operations area, fuel storage area, aircraft parking or storage area except at such places and for such periods of time as may be prescribed or permitted by the Airport Commissioner.

Section 4 – 10 Disabled, Abandoned or Illegally Parked Vehicles

The Airport Commissioner shall have the authority to remove from any area of the airport any vehicle which is disabled, abandoned, parked in violation of these rules and regulations or which presents an operational problem at the operator's expense and without liability for damage which may result in the course of such moving.

Section 4 – 11 Vehicles for Hire

No person shall operate any roadway vehicles for hire from the airport unless such operation is with the approval of the Airport Commissioner under such terms and conditions as may be prescribed.

Part 5 – Fuel Handling

Section 5 – 1 Tank Vehicles

As used herein, tank vehicle shall mean any vehicle used for the transportation of flammable liquids and the associated fueling and de-fueling of aircraft, and includes both tank trucks and tank semi-trailers. Since the presence in or upon the airport of a tank vehicle could endanger persons or property, no tank vehicle shall be operated in or upon the airport unless it has been approved as to equipment, construction and condition by the Airport Commissioner. The operation of the tank vehicles in or upon the airport shall also be subject to these rules and regulations.

Section 5 – 2 Fueling Prohibited While Engine is Running

Aircraft fueling or defueling at the airport is prohibited while the engine or engines of the aircraft are running or being heated or while the aircraft is in a hangar or enclosed area. Any exception must be submitted in writing to the Commissioner of Aviation for approval or disapproval.

Section 5 – 3 Fueling to be Conducted at Least 50 Feet From a Building

Aircraft fuel handling at the airport shall be conducted at least 50 feet from any hangar or other building. All required NFPA & ATA standards shall be followed at all times. Any agency requiring exception, shall file a written request to the Commissioner of Aviation for determination and procedures if approved.

Section 5 – 4 Aircraft and Fueling Apparatus to be Bonded

During all fuel handling operations in connection with any aircraft at the airport, the aircraft and the fueling or de-fueling apparatus shall be bonded by wire to prevent the possibility of static ignition of volatile liquids. All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 5 Approved Fire Extinguishers Required

During all fuel handling operations in connection with any aircraft at the airport, at least two CO2 fire extinguishers (15lbs or larger) or other type fire extinguishers, (20BC) acceptable to the Airport Commissioner are required and shall be immediately available for use. All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 6 Operation of Aircraft Radios Prohibited

During all fuel handling operations in connection with any aircraft at the airport, no person shall operate any radio transmitter or receiver in such vehicle or aircraft, or switch electrical appliances on or off in such vehicle or aircraft, nor shall any person do any act or use any material which is likely to cause a spark within 50 feet of the fueling activity. All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 7 Operation of Cell Phones and Hand-Held Radios Prohibited

During all fuel handling operations in connection with any aircraft at the airport, no person shall operate any cell phone or hand-held radio within 50 feet of the fueling activity, unless the phone or radio being used is listed as intrinsically safe for Class 1, Division 1, Group D hazardous locations in accordance with ANSI/UL 913, in which case the distance is reduced to 10 feet. All NFPA 407 & ATA 103 standards are to be followed at all times.

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Section 5 – 8 Operation of Airborne Radar Equipment Restricted

No airborne radar equipment shall be operated or ground tested in any area of the airport wherein the directional beam of high intensity radar is within 300 feet or the low intensity beam is within 100 feet of an aircraft fueling or defueling operation, a fuel truck or a flammable liquid storage facility. All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 9 Unauthorized Persons Restricted

During fuel handling operations in connection with any aircraft at the airport, no passenger or passengers shall be permitted to remain in such aircraft unless a cabin attendant is at the door and a passenger ramp, if required, is in position for the safe and rapid debarkation of passengers. Smoking is prohibited in or about an aircraft during fuel handling. (Only personnel engaged in fuel handling or in the maintenance or operation of the aircraft during any fuel handling operation). All NFPA 407 & ATA 103 standards are to be followed at all times.

Section 5 – 10 Fuel Spillage

No person shall start the engine or engines of any aircraft when there is any type of fuel spilled on the ground under the aircraft. In the event of spillage of any type of flammable fuel, the Airport Commissioner will be contacted for the cleanup of the spill by the aircraft owner, airport personnel or appropriate spill response team. No person shall start an aircraft engine in an area where spillage has occurred, even though the spillage may have been flushed, without permission of the Airport Commissioner.

Section 5 – 11 Use of Approved Facilities Required

All operators of aircraft who receive, and all persons who supply, aviation fuel and lubricating oil at the airport, shall use only those aviation fuel storage and delivery facilities and equipment approved by the Airport Commissioner for such use. EXCEPTION: Aircraft that have been approved by the FAA for use of automotive gasoline may be refueled by hand as long as proper grounding procedures are used, approved safety gas cans are used and fire extinguishers are available. Refueling operations are prohibited within any facility or hangar. All NFPA 407 & ATA 103 standards are to be followed at all times.

Part 6 – Fires, Explosives and Other Dangerous Substances

Section 6 – 1 Fires and Open Flames

No person shall start open fires of any type, including flare pots, torches and fires in containers formerly used for oil, paint and similar materials on any part of the airport without the prior permission of the Airport Commissioner. No open flames, cutting or welding is permitted in any building, except that welding in shop areas is allowed provided all safety precautions are observed and the equipment is operated by experienced and qualified personnel.

Section 6 – 2 Flammable Liquids

Flammable liquids having a flash point below 110 degrees F shall at all times be kept in and used from approved safety cans and stored in acceptable metal cabinets. Transfer of flammable liquids from the original containers to safety cans shall be done outside any building in a safe location. Areas surrounding storage areas shall be kept clear of all flammable and combustible materials. This section does not apply to T-Hangars (see T-Hangar rules)

Section 6 – 3 Storage, Handling or Transport of Radioactive Materials

No person shall, without prior permission of the Airport Commissioner, store, keep, handle, use, or transport at, in, or upon the airport the following radioactive materials:

- a) Source material (as defined in standards for protection against radiation, promulgated by the Atomic Energy Commission, Title 10, Code of Federal Regulations, Part 20) including but not limited to uranium, thorium or any combination thereof (but not including the "unimportant quantities of source material" set forth in 10 CFR 40.13).
- b) Special nuclear material (as defined in standards for protection against radiation promulgated by the Atomic Energy Commission, Title 10, Code of Federal Regulations, part 20) including but not limited to plutonium, uranium 233, uranium enriched in the isotope 233 or in the isotope 235, or any material artificially enriched by any of the foregoing.
- c) Nuclear reactor fuel elements that are partially expended or irradiated.
- d) New nuclear reactor fuel elements.

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- e) Any radioactive material moving under an Interstate Commerce Commission special permit or an Atomic Energy Commission permit and escort.

Advance notice of at least 24 hours shall be given to the Airport Commissioner to permit full investigation and clearance for any operation requiring a waiver of this rule. The Airport Commissioner may waive this rule if he is satisfied that sufficient precautions will be taken to avoid hazard to life and property.

Part 7 – Miscellaneous Regulations

Section 7 – 1 Entry upon Aircraft Operating Areas Restricted

No person shall enter upon any aircraft operating area of the airport without permission of the Airport Commissioner except those persons assigned to duty therein, authorized representatives of the County of Oneida or passengers and crew members entering for purposes of embarkation or debarkation.

Section 7 – 2 Interference With Aircraft Prohibited

No person shall interfere with the operation of any aircraft at the airport, or start the engine of such aircraft without the operator's consent.

Section 7 – 3 Maintenance of Aircraft Restricted to Certain Designated Areas

Cleaning of or otherwise maintaining, repairing or servicing aircraft shall be accomplished only in areas of the airport designated for that purpose by the Airport Commissioner.

Section 7 – 4 Flying Clubs

Flying clubs shall not be permitted at the airport unless approved by the County of Oneida. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of aircraft. At any time, if the Airport Commissioner has reason to believe that flying club aircraft are being used in a manner that would constitute a commercial usage; the club shall be so notified. If the club fails to remedy the conditions complained of, the Airport Commissioner shall reclassify the aircraft and impose the proper commercial usage fees for use of the airport. Flying clubs shall file a copy of the incorporation papers, an up to date list of membership and an annual financial statement certified by the Club's Financial Officer/President with the Airport Commissioner.

Section 7 – 5 Permission to Post Printed Matter Required

No person shall post, distribute or display signs, advertisements, circulars, printed or written matter in or upon the airport without permission of the Airport Commissioner.

Section 7 – 6 Permission for Solicitation of Funds Required

No person, unless duly authorized and in writing by the Airport Commissioner, shall in or upon the airport:

- 1) Solicit funds for any purpose.
- 2) Sell or offer for sale any article of merchandise.
- 3) Solicit any business or trade, including the carrying of baggage for hire and boot blacking.
- 4) Entertain any persons by singing, dancing or playing and musical instrument.
- 5) Solicit alms.

Section 7 – 7 Entry of Animals Upon the Airport is Restricted

No person shall enter any part of the Airport Terminal with any animal except a "Seeing Eye or Service/Working" dog or an animal properly confined for shipment on an aircraft. All animals must be on a leash or confined in such a manner as to be under control when on all other areas of the airport.

Section 7 – 8 Carrying of Firearms Prohibited

No person except police officers and, peace officers who are authorized to possess firearms pursuant to their special duties, and other authorized government representatives, authorized security employees and members of the armed forces of the United States shall carry firearms in or upon the airport without the permission of the Airport Commissioner.

Section 7 – 9 Loitering Prohibited

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No person, who is unable to give satisfactory explanation of their presence shall loiter in or about any waiting area, toilet or other area of the airport.

Section 7 – 10 Smoking Restricted

There shall be no smoking in any hangar or County owned facility, within 100 feet of any entrance, or within 50 feet of any aircraft, fuel truck, fuel dispensing device or fuel storage area or in any aircraft while on the ground. All NFPA 407 & ATA 103 standards are to be followed at all times. Per Oneida County policy smoking is only allowed on County owned property in designated smoking areas. Designated smoking areas will be determined by the Commissioner and clearly marked by signs.

Section 7 – 11 Fire Extinguishers

Tenants shall provide all necessary fire extinguishers as required by National Fire Protection Association (NFPA). It shall be the responsibility of all tenants to ensure that, within their leased areas; the fire extinguishers are kept in proper operating condition and maintained IAW NFPA 10. In the event a fire extinguisher is unnecessarily discharged, it will be the tenant's responsibility to have it recharged and sealed by a qualified repair shop. Should a fire extinguisher be found in questionable condition for any reason other than unnecessary discharge, it will be reported to the Airport Commissioner for corrective action. T-Hangars shall have one fire extinguisher type dry chemical 2A10BC per unit.

Section 7 – 12 Building & Fire Code Compliance Required

All tenants or other persons are required to comply with the building and fire codes of the State of New York, County of Oneida as they may apply.

Section 7 – 13 Good Housekeeping Required

All tenants are required to keep their premises clean and clear of all rubbish, junk, debris, old aircraft or vehicles and any other unsightly objects. Hangar floors shall be kept clear of all engine stands, ladders and other equipment not in actual use. Areas surrounding fire extinguishers shall be kept clear at all times. If found unsuitable by the Commissioner of Aviation, the Commissioner shall correct the violation at the entire expense to the tenant.

Section 7 – 14 Refuse Disposal Restricted

No person shall place, discharge or deposit in any manner, garbage or any refuse in or upon any part of the airport except at such places and under such circumstances as the Airport Commissioner may from time to time prescribe. No person shall use airport refuse containers for off airport personnel use.

Section 7- 15 Aircraft Parking location for Emergency

When it is apparent under FAA policies and procedures that an aircraft/aircrew is being Hi-Jacked, or a Bomb Threat is reported or suspected on an aircraft, the aircraft will park at the Intersection of Taxiway "A" and the Approach End of Runway 15. Airport personnel will respond and notify local law enforcement offices. Airport personnel will not approach the aircraft and will support and follow the directions of the Law Enforcement Official in charge.

Part 8 – T-Hangar Fire/Safety Rules

Section 8 – 1 General

All fire and safety related provisions of these Rules & Regulations, including hazardous materials shall be in accordance with applicable sections of the NFPA Code and Standards and all applicable laws, rules and regulations of the State of New York, Oneida County and Oneida County Airport.

Section 8 – 2 Fire Regulation

Each person going upon or using the Airport, hangars, or T- hangars in any manner shall exercise the greatest care and caution to avoid and prevent fire. Fire Code of NYS Section 3803.2.1 does not permit storage or use of portable LP gas containers inside buildings. No LP gas tanks or heaters shall be used in Hangars/T-hangars. Aircraft shall be pushed out of the facility for use of the FAA approved pre-heaters. Fire code of NYS Section 3404.3.4.2 regulates storage of flammable and combustible liquids in Group S2 occupancy. Zero (0) gallons of flammable liquid are allowed to be stored in any facility. Fire Code of NYS Section 603.4.2 covers Kerosene heaters in S2 occupancy facilities; no units are permitted in the facilities. NFPA 409 regulates the installation of heating equipment which would not permit the use of portable electric heaters in storage hangars. No heating equipment shall be allowed to be placed in or near the floor. The Commissioner of Aviation and the NY State Codes Enforcement Officer shall perform unannounced inspections of all facilities. Each Insurance provider may request an inspection of all facilities they insure through the Commissioner of Aviation.

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Section 8 – 3 Minimum Rules

1. Smoking is prohibited in any facility, hangar, T- hangar or within 100 feet of any facility entrance.
2. No vehicles shall be operated in hangar area, other than for escorted access to or from the hangar.
3. Parking of vehicle in hangar area is prohibited.
4. Aircrafts are not to be parked in the taxiway to prevent the passage of other aircraft or vehicles.
5. No aircraft is allowed to be fueling or defueling of any kind while parked in the hangar.
6. No engine shall be started and/or run when propeller blast is directed into a hangar or another aircraft.
7. Aircraft engines shall not be operated inside hangar.
8. No trash or rubbish shall be permitted to accumulate in the hangar. Trash must be stored in metal containers with lid.
9. Oily rags, oil wastes, clean rags may only be stored in metal containers with self-closing, tight-fitting lids.
10. Hangar floors and immediate area shall be kept clean and free from oil and debris at all times.
11. Drip pans must be used. They must be an appropriate size for the aircraft. They must be kept clean.
12. The use of flammable and /or volatile liquids for the cleaning of aircraft or parts is prohibited in the hangars.
13. No one shall store flammable and/or volatile liquids/materials such as gas, propane, paint dope or aircraft and parts/cleaning fluids in or about the hangar, except **ONE** case of aircraft engine oil may be stored in the hangar.
14. No fuel/flammable, of any kind/type may be kept in the hangar, T-hangar or facility. All fuel/flammables, including engine oil shall be kept in the County Provided Storage Locker. Each tenant shall make their property with the T-hangar number and place it in the locker.
15. The T- hangar is for storage of aircraft only and such minor maintenance supplies and tools as needed for the pilot preventive maintenance of the airplane as outlined in the FAR. As listed, no preventive maintenance needing flammables of any kind shall be performed in the facility. All maintenance shall be performed in Bld 220 with coordination with airport personnel.
16. Batteries shall only be charged while the owner, operator or tenant is present. Aircraft batteries shall not be connected to a charger when installed in an aircraft located inside or partially inside the hangar. All chargers shall be FAA or NY State Fire/Building Code Compliant.
17. No one shall utilize the hangar for any commercial activity.
18. No one shall utilize the hangar for anything other than storage of the tenant's personal aircraft. Tenants are not authorized to "sub-let" their leased facility.
19. No one shall utilize the outside hangar for storage.
20. The storage of furniture and other household items refuse and debris in hangar is prohibited.
21. No open-flame space heating devices may be stored or used in the hangar. This includes, but not limited to, salamander heater nor any non-approved electric heaters. The only heater allowed, will be in the insulated set of T-s and in design of the contract specifications for electric heater.
22. Any modification must be requested in writing with comment/approval or disapproval by the Commissioner of Aviation with details.
23. The Commissioner of Aviation, at the owner's expense, shall correct any violation for above rules.
24. The Commissioner of Aviation shall perform safety and security inspections. All violations needing immediate correction by County Employees shall be at the cost of the owner.
25. Tenants shall clear snow, ice, debris, and other objects within four (4) feet of the door. County Employees shall not clear ice, snow or debris from the facility within four (4) feet of the door.
26. No "repair work" or maintenance work involving the transfer of flammable or combustible liquids will be allowed in the T-hangars. These buildings are classified storage hangars as S2 occupancy.
27. All aircraft in the T-hangar area shall use a Right Turn traffic taxi procedure out and then in. Pilots shall taxi under their own risks.

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Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

July 9, 2008

7/12/2008 - 360

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

**HUMAN RESOURCES
WAYS & MEANS**

Dear Mr. Picente:

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

Enclosed is an Amendment to the Purchase of Services Agreement with Kids Oneida Inc. for operation of the Step Down Program. The Amendment is to add an additional 10 places to make the maximum census 40 Children.

The services will be a scaled back wrap around model with less intense service and lower cost than the Kids Oneida Program. The children entering the Step Down Program will be selected from the high cost residential care and Kids Oneida Program. This program will create a less intense, less costly option for the entire service system forcing residential care institutions and Kids Oneida to expedite cases through the system. The Step Down Program will continue to reduce the cost of out of home placements by appropriately placing the identified children in a lower level of care.

The services are paid on rate of \$ 1,500.00 per month per child. The term of this Amended Agreement is January 1, 2008 through December 31, 2008. The Contractor was paid \$ 564,801 for the period of July 2007 through June 2008 with a local cost of 23.68% or \$ 133,745.

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

Thank you for your consideration.

Sincerely,

[Signature]
Lucille A. Soldato
Commissioner

LAS/tms
attachment

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL 15 AM 10:10

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

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

Date *7/14/08*

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7/8/08
23803

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Kids Oneida Inc.
1500 Genesee Street
Utica, New York 13502

Title of Activity or Services: Step Down Program

Proposed Dates of Operations: January 1, 2008 – December 31, 2008 **Amendment**

Client Population/Number to be Served:

30 Children (Maximum at any given time) Original Contract
40 Children (Maximum at any given time) Amendment

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide children with a scaled back wrap-around model. Children will have a service coordinator and service providers on a less intensive basis and lower cost than Kids Oneida.

2). Program/Service Objectives and Outcomes -

Outcome/Measurements for Step Down Program:

- **Outcome #1:** Reduce the length of residential placement stays for children and reduce the number of children requiring replacement after discharge from a child care facility.
Performance: Identify children who are appropriate for early discharge and return them to their caretakers with linkages to an integrated system of community-based services as an alternative to institutionalization.
Measurement: 80% of the number of children identified for this program will be discharged from care earlier than the anticipated discharge date.
Measurement: 80% of the number of children identified for this program will not re-enter care within a 12 month period of their discharge.
Outcome #2: Children with mental health and significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out of home placement or to prevent a movement to a more restrictive level of care for

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children currently in placement.

Performance: Children remaining in the home or children residing in least restrictive levels of placement will be afforded specialized community-based services that will address the specific child need and prevent the need for an out of home placement or prevent a child from requiring a higher level of care.

Measurement: 80% of the children referred for prevention of placement will remain in the home of their caretaker for a period of 12 months from the time the service is implemented.

Measurement: 80% of the children referred to prevent movement to a more restrictive level of care will remain at that level of care until they are either returned home or another permanency option is achieved.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: \$ 1,500 per month per child

Oneida County Dept. Funding Recommendation: Account # A6119.495

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

Federal	34.97 %	\$ 525	per month per child
State	41.35 %	\$ 620	per month per child
County	23.68 %	\$ 355	per month per child

Cost Per Client Served: \$ 1,500 per child per month. The Program will serve a maximum of 40 children at any one time.

Past performance Served: This contract has been in place since 2005. It is an effective tool to lower the level of care of the child and ease the transition from institution to home. The Contractor was paid \$ 564,801 for the period July 2007 through June 2008.

O.C. Department Staff Comments:

The Step Down Program will:

- Continue to reduce the cost of out of home placements in Oneida County.
- Trade a high cost placement for Kids Oneida Regular Step down program.
- OC Residential Cost - \$ 205 per day - \$ 75K per year.
- Kids Oneida Step-down - \$ 50 per day - \$ 18K per year
- Oneida County Savings \$ 155 per day, \$ 57K per year per case
- Mechanism-Kids Oneida will identify children who can move directly from High Cost Residential Care to the Step-Down option of Services.

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Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

July 9, 2008

JN 2008-361

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

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

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

The Department has contracted with Cornell Cooperative Extension for Nutritional Education Services for Food Stamp Recipients since 1996. The food stamp recipients have been taught food buying, food preparation, food safety, sanitation and food budget education.

The program is 100 % funded by the U.S. Department of Agriculture with an in-kind match from Cornell Cooperative Extension of \$ 144,285.00. The cost of this contract for October 1, 2008 through September 30, 2009 is \$ 144,285.00, completely reimbursed by the U.S. Department of Agriculture. **There will be no county funds utilized to support this effort.**

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive
Date 7/9/08

LAS/tms
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2008 JUL 15 AM 10:00

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7/8/08
11006

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Cornell Cooperative Extension
121 Second Street
Oriskany, New York 13424

Title of Activity or Services: Nutrition Education

Proposed Dates of Operations: 10/1/2008 - 9/30/2009

Client Population/Number to be Served:

Food Stamp Participants and Low Income Participants (130% of Poverty Level) 5,000 direct contacts with individuals.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Provide the following Services.

The types of interventions:

- Home Visits
- Food Preparation/Demonstrations
- Group Lesson/Workshops
- Unstructured Groups
- Health Fairs

2). Program/Service Objectives and Outcomes -

- Enroll 360 eligible individual and families in the Food Stamp Nutrition Education Program, Eat Smart New York (ESNY).
 - Recipients will demonstrate increased knowledge in food buying, food preparation, and food safety and sanitation.
 - Recipients will manage their resources more efficiently by improving their financial management skills.
 - Recipients will learn basic dietary guidelines in accordance with USDA recommendations for adults and children. This will include appropriate portion sizes, the importance of all food groups as part of a healthy lifestyle to reduce their risk of future health problems and

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development of obesity and chronic disease.

- 25% of the participants will report they run out of food less often before the end of the month.
- 75% of the participants will improve their household's food handling, preparation and storage of food.
- 25% of the participants will enhance their practices related to thrifty shopping for and preparation of nutritious foods.
- 50% of the participants will adopt eating and lifestyle behaviors that are consistent with the "Dietary Guidelines for Americans" and the "Food Guide pyramid"

3). Program Design and Staffing Level -

2 Full Time Nutrition Educator
1 Part-time Nutrition Educator
1 Full Time Sr. Resource Educator

Total Funding Requested: \$ 144,285 Cornell Cooperative Extension is providing an in-kind match of \$ 144,285 which allows them to receive matching funds of \$ 144,285 from the U.S. Department of Agriculture for the program. There is no local cost nor is there a local in-kind match required of Oneida County.

Oneida County Dept. Funding Recommendation: Account #A6010.49534

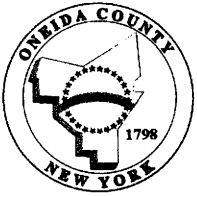
Proposed Funding Source (Federal \$ /State \$ / County \$):

Federal	100 %	\$ 144,285
State	0 %	\$ 0
County	0 %	\$ 0

Cost Per Client Served:

Past performance Served: During 2007, 345 adults, representing 598 family members, participated in ESNY.

O.C. Department Staff Comments: The Department has contracted with Cornell Cooperative Extension since 1996. The contract amount 10/1/07 – 9/30/08 was \$ 152,824.



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ANTHONY J. PICENTE JR.
County Executive
ce@ocgov.net

7N2008-362

AIRPORT

WAYS & MEANS

July 15, 2008

Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

Re: County of Oneida and Freeman Holdings of New York, LLC
Contract for Operation and Management of the Fixed Base Operations

Honorable Members:

As you all know, for quite some time the County has been involved in discussions with Freeman Holdings of New York, LLC with the intention to turn over management of the fixed base operations at the Oneida County Airport to a private third party contractor. Assuming this operating agreement is approved, Freeman intends to obtain the rights to operate the FBO under the "Million Air" franchise.

After lengthy negotiations, it appears that we have finally reached agreement on the terms and conditions of the Operational and Management Agreement. In summary, the contract provides that Freeman would perform the scope of services detailed in the agreement for a term of ten (10) years, which term would coincide with Freeman's rental agreement with GLDC to occupy the FBO offices that are to be constructed by GLDC. Under the agreement, Freeman would have the option to renew for a second ten (10) year term.


The contract provides that the County would derive revenue from Freeman's operations at the County Airport. The fees to be paid to the County include fuel flowage fees, a percentage of the profits derived from the rental of the corporate hangar and the T-hangars, 100% of all landing fees, a percentage of the revenue generated from parking, tie-downs, and auto rental commissions.

In order to induce Freeman to take over the fixed base operations, the County was required to make certain commitments to Freeman to maximize the potential for growth and success of this venture. Among these commitments, the County will be constructing a new corporate hangar and must increase the fuel storage capacity. In the future, should additional T-hangars be considered, the County would reserve the right to manage these on its own or they could be managed by Freeman under the operating agreement.

The advantages and disadvantages of this endeavor have been given thorough consideration and have been the subject of wide debate. Ultimately, it is my belief that the interests of the County of Oneida will be best served by contracting out the FBO operations. I believe that Freeman has the ability to make this a successful venture, which, in turn, will result in the growth and development of the County Airport.

I am presenting for your approval a proposed management agreement with Freeman for the FBO operations at the County Airport and would ask that you support this project by approving the same.

Very truly yours,


Anthony J. Picente
Oneida County Executive

Cc: Roger Sorrell

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 JUL 15 AM 11:40

**GRIFFISS AIR FIELD
OPERATIONAL AND MANAGEMENT AGREEMENT
FOR
FIXED BASE OPERATOR**

This Operational and Management Agreement ("Agreement") entered into as of the _____ day of _____, 2008, by and between the **County of Oneida, NY**, a municipal corporation with its principal offices at 800 Park Avenue, Utica, New York 13501, (hereinafter "County"), and **Freeman Holdings of New York, LLC**, a New York Limited Liability Company with its principal offices at _____ (hereinafter "Freeman"), consists of the following recitals, promises, covenants and conditions:

RECITALS:

WHEREAS, the County of Oneida, NY presently controls, manages and operates the Griffiss Air Field (hereinafter "Airport") at the former Griffiss Air Force Base in the City of Rome, County of Oneida and State of New York; and

WHEREAS, one aspect of the management and operation of the Airport involves providing aviation services to the general public, which services are commonly referred to as Fixed Base Operations (hereinafter "FBO"); and

WHEREAS, the County of Oneida, NY desires to contract out the Fixed Base Operations at the Airport by engaging the services of a responsible third party to provide for aviation services to the general public; and

WHEREAS, Freeman has expertise in the field of Fixed Base Operations and desires to perform and provide those services for the County of Oneida, NY at the Airport, all as more particularly set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, and for other good and valuable consideration in hand paid by each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**SECTION 1
TERM**

1.1 The initial term of this Operational and Management Agreement shall be for a period of ten (10) years, which term shall commence on the first day of the month immediately following the month in which a Certificate of Occupancy is issued for the FBO Office Building to be constructed by Griffiss Local Development Corporation ("GLDC") upon County-owned property pursuant to a separate Land Lease, which property and Building will thereafter be sub-leased by GLDC to **Freeman** for use in connection with the FBO. Between the date of execution of this Agreement and the Commencement Date, **Freeman** agrees perform the scope of services set forth herein on an interim basis in accordance with the terms contained in a Transitional Agreement, a copy of which is appended hereto and marked as Exhibit 1.

1.2 Except as otherwise herein provided, **Freeman** shall have the option to renew this Agreement upon the same terms and conditions as herein contained for an additional ten (10) year period, provided, however, that Freeman is not in default of its obligations hereunder. The Renewal Period is defined as the period beginning on the first day of the month following the expiration of the initial ten (10) year term and continuing for a period of ten (10) years thereafter. Should **Freeman** elect to exercise its option to renew this Agreement, **Freeman** shall give written notice to the County at least twelve (12) months prior to the expiration of the initial term, which notice shall be given in accordance with Section 17.5 herein.

1.3 If **Freeman** does not exercise its option to renew this Agreement in accordance with Section 1.2, **Freeman** shall be obligated to continue to provide the same scope and quality of FBO services provided for herein beyond the expiration of the initial term for a period not to exceed eight (8) months or until such time as the County locates and contracts with a new FBO provider satisfactory to the County, whichever occurs sooner. In this event, **Freeman** shall continue to make all payments required hereunder and in accordance herewith.

1.4 If **Freeman** does not exercise its option to renew this Agreement in accordance with Section 1.2, the County shall have the option of allowing **Freeman** to continue to perform the services called for under the terms of this Agreement on a month-to-month basis at the County's sole discretion. In this event, **Freeman** shall continue to make all payments required hereunder and in accordance herewith.

1.5 In order for **Freeman** to exercise its option to renew, **Freeman** must simultaneously renew its obligations to GLDC under any sub-lease for the FBO Offices or other property necessary for the operation of the FBO for the same length of term (or longer) as provided for herein.

SECTION 2 SCOPE OF SERVICES

2.1 **Freeman** shall provide all services commonly and routinely provided in connection with Fixed Base Operations, which services shall include but shall not be limited to the following:

- (A) Assist in the repair, service and maintenance of aircraft.
- (B) Engage in the sale of aviation fuel, oil and other mechanical fluids.
- (C) Provide for parking of aircraft and tie down.

(D) Perform Flight Services Management and handling of all incoming aircraft to the Airport, including, but not limited to recreational flights, charter flights, large passenger and cargo flights, both military and civilian, fixed and rotary wing, transient and based aircraft. Flight Services Management shall include but not be limited to the following:

- (i) Ground handling, including baggage handling, lavatory servicing, aircraft towing and storage, and trash disposal from the aircraft;

- (ii) Cabin servicing, including cleaning the interior of the aircraft;
- (iii) Refuel, defuel, anti-ice and de-ice for all Airport customers;
- (iv) Catering, including the arrangement for, transportation of, and loading of meals and refreshments into the aircraft;
- (v) Arranging for, in coordination with the County, Aircraft Rescue Fire Fighting ("ARFF") and Air Traffic Control ("ATC") services, when operations require such services; **Freeman** shall provide twenty-four (24) hours advance notice to the County if such services will be required outside of the normal hours of operation, unless emergency circumstances do not allow for same.
- (vi) Management of all hangars identified in Section 4 (Demised Premises), together with any other hangars hereafter constructed and entrusted to **Freeman** hereunder, as well as management of the tie-downs;
- (vii) Collection and distribution of **Landing Fees, Parking and Tie-Down Fees, Fuel Flowage Fees, Hangar Rental Fees**, and any other fees provided for in Section 3 or elsewhere in this Agreement.
- (viii) Provide monthly reports to the County reflecting the total activity, aircraft movements, fueling, passenger count, etc., by flight category.

(E) Manage the FBO buildings, grounds and fuel facilities entrusted to **Freeman** as hereinafter provided and keep the same open and available to the public a minimum of fourteen (14) hours per day, seven (7) days per week. The hours of operation must begin no later than 7:00 a.m. each morning and shall continue until at least 9:00 p.m. each evening. **Freeman** shall have the right to *expand* its hours of operation as it deems appropriate, in its sole discretion.

(F) Operate the Unicom system during **Freeman's** business hours at all times when the Control Tower is not operational. The County shall have the Control Tower operational during the hours of 7:00 a.m. to 9:00 p.m.

(G) Furnish heat, electricity, water, sewerage, internet and telephone services (including a toll-denied line service for public use), flight planning facilities and weather access services to all FBO buildings and grounds entrusted to **Freeman** as hereinafter provided.

(H) Provide for routine cleaning of the FBO buildings and grounds and collection and disposal of all garbage, rubbish and litter created in connection with the FBO.

2.2 **Freeman** shall not make, allow or suffer any unlawful use of the Airport.

2.3 **Freeman** shall submit monthly activity reports to the County throughout the term of this Agreement. Said reports shall provide information on **Freeman's** activity for each calendar month, including total fuel sales and passenger counts, which reports shall be transmitted to the County within twenty (20) days following the end of each preceding calendar month. Said reports shall comply with generally accepted accounting principles and standards.

2.4 **Freeman** shall maintain all such information relating to management of the FBO, including but not limited to books, records, reports, spread sheets, documents, etc., in paper and/or electronic format, throughout the term of this Agreement, and shall preserve all such information for a period of not less than two (2) years following the expiration of this Agreement. All such information required hereunder shall be made available to the County for audit and examination upon ten (10) days notice.

SECTION 3 FEES

3.1 **Fuel Flowage Fees.** **Freeman** shall pay to the County an Airport Fuel Flowage Fee for all fuels purchased by it throughout the term of this Agreement and/or any renewals or extensions hereof. The Fuel Flowage Fee shall be calculated by multiplying the number of gallons of aviation fuels purchased by **Freeman** by the applicable fuel rate in effect during the month in which said purchases occur.

3.2 **Hangar Fees.**

A. **Freeman** shall pay to the County fifty percent (50%) of the **Net Profit** resulting from the lease, management and operation of any and all hangars entrusted to it under Section 4 of this Agreement, which presently includes the Aircraft Heated Hangar (a/k/a Corporate Hangar) located in the East Bay of Building 100 and the T-Hangars.

B. It is hereby agreed that the County shall have the right to establish the lease rates for the use and occupancy of the T-Hangars, which rates shall be used by **Freeman** in negotiating leases of same. With respect to the Corporate Hangar, **Freeman** shall have the right to negotiate lease/rental rates based on the prevailing market conditions and other factors which, in its discretion, impact the rents to be charged. In the event that **Freeman** wishes to enter into any lease for space in the Corporate Hangar which exceeds one (1) year in duration, said lease must first be approved by the Oneida County Board of Legislators. **Freeman** shall have the right to establish Overnight "Transient" Rates in its sole discretion, which rates typically fluctuate on a day-to-day basis due to a variety of factors. All hangar revenues shall be charged and collected by **Freeman** based on the rates and schedules in effect during the month in which said charges accrue.

C. For purposes of this subdivision 3.2 only, **Net Profit** shall be defined as: Gross Revenue received for the Hangar space, less (a) maintenance expenses and utility charges incurred with respect to the Hangar space only, (b) the pro-rated cost of the property and hangar keeper's insurance as it relates to the Hangar space only, and (c) the pro-rated cost of the real estate taxes incurred (if any) with respect to the Hangar space only. **Freeman** shall maintain separate and independent accounts for (1) the T-Hangars and (2) the Corporate Hangar. Expenses relating to the T-Hangars may not be charged against the revenue for the Corporate Hangar and vice versa.

3.3 **Landing Fees.** **Freeman** shall pay to the County one hundred percent (100%) of all Landing Fees charged to and collected from incoming aircraft. Landing Fees are calculated by multiplying the Certificated Aircraft Maximum Takeoff Weight by the applicable rate in effect during the month in which said landings occur. It is understood and agreed that Military Aircraft

are exempt from payment of Landing Fees; however, the County reserves the right to apply for reimbursement or "usage fees" from the federal government.

3.4 Parking and Tie-down Fees. Freeman shall pay to the County fifty percent (50%) of the gross revenues resulting from all Parking and Tie Downs charged to and collected from incoming aircraft. Parking and Tie-down Fees shall be calculated based on the applicable rate in effect during the month in which said charges accrue.

3.5 Auto rental fees. In the event Freeman offers automobiles for rent, or contracts with a car rental agency to offer automobiles for rent, Freeman agrees to pay to the County one half (1/2) of all commissions received.

3.6 Rates and Fee Schedules. The parties understand, acknowledge and agree that the rates and fees provided for herein are established by the County by Resolution of its Board of Legislators, and that said rates and fees may be changed, by Resolution of said Board of Legislators, from time-to-time. Freeman agrees that it shall charge and collect all fees provided for herein in accordance with the fee schedule in effect as of the date on which said charges accrue. In the event of any change to the rate and fee schedule, the County shall provide a copy of same to Freeman, together with a certified copy of the Oneida County Board Resolution authorizing such change within ten (10) days after adoption thereof. Prior to making any change to the rate and fee schedule, the County shall notify Freeman at least fourteen (14) days prior to any vote thereon by the Board of Legislators so that Freeman may offer its opinions to the County regarding the proposed changes; however, the County shall have no obligation to Freeman to establish the rates recommended or requested by Freeman. It is agreed that the Rates and Fees Schedules do not pertain to fuel pricing and that Freeman shall be entitled to establish fuel prices at its sole discretion.

3.7 Payment and Accounting. All payments provided for in this Section shall be made to the County on a quarterly basis and shall be remitted by Freeman to the County within twenty (20) days following the last day of each quarterly reporting cycle, accompanied by a report reflecting how said payment was calculated.

SECTION 4 PREMISES

4.1 In order to perform the scope of services provided for in this Agreement, the County hereby grants to Freeman a license to use and occupy the following buildings, facilities and grounds situated at the Airport, hereinafter referred to as the "Demised Premises", subject to the terms and conditions of this Agreement:

(A) **FBO Offices.** At present, the Fixed Base Operations Offices ("FBO Offices") are located at the Airport in Building 100, which areas are more particularly shown and identified on the Demo Floor Plan annexed hereto and marked as Exhibit 2. It is understood and agreed by the parties that the FBO Offices will eventually be relocated to a new facility to be constructed by Griffiss Local Development Corporation ("GLDC) under a Land Lease with the County, and it is anticipated that said relocation of the FBO Offices will occur in the spring of 2009. The parties acknowledge and agree that Freeman shall have the right to participate in the design of said FBO Offices and to approve the final design thereof. Once the final design plans and

specifications have been approved by **Freeman**, **Freeman** shall cause a letter to be issued to the County evidencing its acceptance thereof. So long as the FBO Offices are constructed in accordance with the approved design plans and specifications, **Freeman** agrees that it shall have no right to object to the relocation to the new FBO Offices once a Certificate of Occupancy is issued, and that it shall have no right to refuse the relocation or to terminate this Agreement as a result thereof.

(B) **Corporate Hangar.** At present, the FBO has available to it approximately 36,900 square feet of hangar space in the East Bay Hangar located in Building 100 ("Corporate Hangar") which area is more particularly shown and identified on **Exhibit 2**. It is understood and agreed by the parties that the Corporate Hangar will eventually be relocated to a new facility to be constructed by the County, and it is anticipated that said relocation of the Corporate Hangar will occur in the Spring of 2009. As with the FBO Offices, **Freeman** shall have the right to participate in the design of the Corporate Hangar and to approve the final design thereof. Once the final design plans and specifications have been approved by **Freeman**, **Freeman** shall cause a letter to be issued to the County evidencing its acceptance thereof. So long as the Corporate Hangar is constructed in accordance with the approved design plans and specifications, **Freeman** agrees that it shall have no right to object to the relocation to the new Corporate Hangar once a Certificate of Occupancy is issued, and that it shall have no right to refuse the relocation or to terminate this Agreement as a result thereof.

(C) **T-Hangars.** At present, the FBO has available to it two (2) sets of T-hangars, which are more particularly shown and identified on the aerial map annexed hereto and marked as **Exhibit 3**. It is understood and agreed by the parties that additional T-hangars will eventually be constructed by the County for potential use and management by **Freeman**. The parties may, upon mutual consent, modify the number of T-Hangars to be managed by **Freeman** pursuant to the terms of this Agreement, in which event **Exhibit 3** shall be amended to reflect that agreement. In order for said modification to be binding upon the parties, the amended Exhibit must be countersigned by both parties.

(D) **Fuel Farm.** At present, the FBO has available to it three (3) fuel tanks, each having a 20,000-gallon capacity, which are used to store Jet-A fuel, and one (1) 12,000-gallon fuel tank, which is used to store Avgas. Said tanks are located on the West Ramp and are more particularly shown and identified on **Exhibit 3**. As an inducement to **Freeman** to enter into this Agreement, the County hereby agrees that it shall be obligated to increase the fuel storage capacity by an additional 100,000 gallons, and that such capacity shall be available to **Freeman** no later than May, 2009. In the event the County does not fulfill its obligation to **Freeman** to provide the increased fuel storage capacity as provided herein, **Freeman** shall have the right to terminate this Agreement. In addition, in order to assure **Freeman** of the County's ability to fulfill its obligation to provide the added fuel storage capacity as hereinabove provided, the County shall create a capital project by Resolution of the Board of Legislators and provide such documentation to **Freeman** no later than January 1, 2009. In the event such documentation is insufficient to enable **Freeman** to secure government fueling contracts and/or to obtain Million Air franchise rights, **Freeman** shall have the right to terminate this agreement. Should it so desire, **Freeman** may, at no expense to the County, relocate the fuel storage areas into one consolidated location.

(E) **Truck and Equipment Parking Areas.** A designated paved area of approximately 10,000 square feet will be made available for parking fuel trucks, ramp vehicles and other

equipment related to **Freeman's** operation of the FBO, which areas presently depicted on **Exhibit 3**. It is understood and agreed that the County shall have the right to relocate or reconfigure the designated parking area as, from time to time, the need may arise in connection with the County's overall management of the Airport. In addition, **Freeman** shall be allowed the use of 25 parking spaces for the FBO Offices and 25 parking spaces for the Corporate Hangar as presently depicted on **Exhibit 3**, at no additional cost. Lastly, the County shall provide a designated parking area for trucks and equipment adjacent to the not yet constructed FBO Office and Corporate Hangar. The exact location of said parking area has yet to be determined and is currently being designed in coordination the FBO Offices and Corporate Hangar. **Freeman** shall have the opportunity to participate in the layout and design of the parking areas. Once the layout and design of the parking area has been approved by **Freeman**, **Freeman** shall issue a letter to the County evidencing its acceptance thereof. In the event additional parking spaces are requested beyond that herein provided, the County shall make its best effort to accommodate **Freeman's** needs, however, no additional parking is guaranteed. Should additional parking spaces be made available, **Freeman** agrees to pay the County for each such space at the rate of \$25.00 per month.

(F) **Apron and Ramps.** **Freeman** shall have the use of the Apron and Ramp Areas for ingress and egress of aircraft and other vehicles utilized in connection with the operation and management of the FBO as more particularly shown and identified on **Exhibit 3**.

(G) **Common Areas for ingress, egress and parking.** **Freeman** shall have the non-exclusive use of the common areas more particularly shown and identified on **Exhibit 3**.

4.2 **Freeman's** use of the Demised Premises is subject to all existing rights-of-way and easements. The County reserves the right in its sole discretion to grant future easements across the Demised Premises for utilities so long as the same do not interfere with **Freeman's** ability to perform its obligations under this Agreement.

4.3 In the event the County requires all or any portion of the Demised Premises for expansion or development of the Airport, the County reserves the right, upon six (6) month's prior written notice, and at the County's expense, to relocate or replace any or all of the buildings or facilities entrusted to **Freeman** hereunder to another generally comparable location at the Airport, if same exists. **Freeman** reserves the right to terminate this Agreement upon ninety (90) days notice to the County in the event **Freeman** has reasonable objections to the proposed new location.

SECTION 5 USE OF DEMISED PREMISES

5.1 It is understood and agreed by and between the parties that the intended use of the Demised Premises is for the establishment of a Fixed Base Operations facility and associated aeronautical activities. This is a material obligation of **Freeman** and is the primary reason the County has elected to enter into this Agreement.

5.2 **Freeman** shall be responsible for the insurance, operation, maintenance, certification and use of the Fuel Farm at **Freeman's** sole cost and expense. **Freeman** shall maintain liability insurance as specified in Section 16 of this Agreement and shall be responsible

for all utility charges and repairs related to the Fuel Farm. Freeman's obligations with respect to the Fuel Farm include, but are not limited to the following:

- A) Fulfill fuel orders;
- B) Provide quality control (QC) checks of ordered fuel;
- C) Provide fuel transfer to/from airport refueler vehicles;
- D) Perform equipment repairs;
- E) Perform routine and periodic fuel quality checks;
- F) Perform routine and periodic fire protection testing and inspections;
- G) Maintenance of the facility Petroleum Bulk Storage registration and fees;
- H) Prepare, implement and maintain the facility Spill Prevention, Control and Countermeasure (SPCC) Plan;

5.3 **Freeman** shall not use any portion of the Demised Premises for any purpose that is unlawful or in violation of any zoning ordinances or any other laws, rules, regulations or ordinances, nor shall it use the Demised Premises for any purpose that tends to injure or depreciate the property. **Freeman** shall not create any nuisance on the Demised Premises or use the Demised Premises to store or dispose of solid or hazardous wastes or other dangerous or toxic substances other than those aviation fuels and fluids specified herein

5.4 **Freeman** shall, at all times, comply with the Airport Rules and Regulations and Minimum Standards, federal, state and municipal laws, ordinances, codes and other regulatory measures now in existence or, as may be hereafter modified or amended, applicable to the specific type of operation contemplated by **Freeman**. **Freeman** shall procure and maintain during the term(s) of this Agreement all licenses, permits and other similar authorizations as may be required for the conduct of its business operations.

SECTION 6 RESERVED FOR FUTURE USE

SECTION 7 CONDITIONS FOR USE OF DEMISED PREMISES

7.1 **Freeman** shall be responsible for all applicable taxes, now or in the future, arising out of or as a consequence of any activity conducted on the Demised Premises. Failure by **Freeman** to pay such taxes when due shall constitute a breach of this Agreement.

7.2 **Freeman** shall at all times, at its sole cost and expense, keep and maintain in good repair the interior of all buildings on the Demised Premises. The interior of the Demised Premises shall include but not be limited to, the operation of entry/exit doors, ventilation filters, sprinkler systems, all interior wall, interior ceilings, floors/floor coverings, wiring, plumbing fixtures, and other interior utility fixtures. **Freeman** shall perform routine service and maintenance on all heating and air conditioning equipment and appurtenances thereto, except to the extent such repairs are occasioned by the gross negligence of the County or its other sublessees or invitees, agents or employees. Upon expiration or termination of this Agreement or any extension or renewal thereof, **Freeman** shall return the Demised Premises to the County in good order and condition, ordinary wear and tear and Acts of God excepted, and upon expiration or termination of this Agreement or any extension or renew thereof, leasehold

improvements made by **Freeman** shall become the property of the County without further compensation by the County to **Freeman**.

7.3 The County shall keep in good repair and condition all structural portions of the buildings situate on the Demised Premises, with the exception of the new FBO Offices which are to be constructed by GLDC, including but not limited to the exterior, roof, HVAC system and interior walls, except to the extent such repairs are occasioned by the negligence or fault of **Freeman**, its agents, servants, employees, or invitees.

7.4 **Freeman** shall not be allowed to store on the aprons or ramp surplus, broken, or unneeded vehicles or equipment.

7.5 All responsibility of storage, handling, and dispensing of fuels, oils, and any other hazardous material which **Freeman** brings upon or allows to be brought upon the Demised Premises shall be the responsibility and care of **Freeman**. Such responsibility shall include but not be limited to any storage tanks. **Freeman** shall be responsible for compliance with all applicable federal, state, and local laws and regulations relative to the reporting, storage, handling, and dispensing of fuels, oils and any other hazardous materials which **Freeman** brings on or allows to be brought upon the Demised Premises. Any incident reportable under any federal, state, or local laws, rules or regulations shall concurrently be reported to the County. **Freeman** agrees that in performing its obligations under this Agreement, it shall use the most environmentally safe products available.

7.6 Any alterations, improvements and/or changes in the Demised Premises or use thereof shall require the prior approval of the County. The County's approval shall not be unreasonably withheld. Any and all leasehold improvements by **Freeman** shall become the property of the County upon the expiration or termination of this Agreement or any extension or renewal thereof, unless otherwise expressly agreed to by the County.

7.7 **Freeman** agrees that the County, its agents, or employees, may enter upon the Demised Premises at any time during normal business hours and at other reasonable hours during the term of this Agreement or any extension or renewal thereof for the purpose of inspection. **Freeman** shall comply with and enforce to its agents, customers, or employees the Airport Security Plan as approved the Transportation Security Agency.

7.8 Neither the Demised Premises, nor any portion thereof, shall be sublet by **Freeman**, nor shall any rights under this Agreement be assigned, hypothecated or mortgaged by **Freeman** without the advance written consent of the County. Any attempted assignment, subletting, hypothecation or mortgage of this Agreement shall be of no force and effect, shall confer no rights upon any assignee, sublessee, mortgagee or pledgee, and any such attempt by **Freeman** shall constitute a default hereunder. However, **Freeman** shall have the authority to sublease space to any entity or organization that will provide the services enumerated in Section 2.1(A) hereof for the repair, service and maintenance of aircraft with the prior written consent of the County, which consent will not be unreasonably withheld. Should the County agree to such sublease, **Freeman** acknowledges that any revenues generated thereby would be subject to the revenue sharing provisions set forth in Section 3.2 hereof. Notwithstanding the foregoing, the approval of the County shall not be required for **Freeman** to lease hangar space for aircraft parking for periods within the term of this agreement.

7.9 In the event that **Freeman** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer **Freeman's** affairs, neither this agreement nor any interest therein shall become an asset of such trustee or receiver, and, in event of the appointment of a trustee or receiver, this agreement may be terminated by the County without notice from the County.

SECTION 8 AERIAL APPROACHES

8.1 The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent **Freeman** from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of the County would limit the usefulness of the airport or constitute a hazard to aircraft, including interference with electronic communications and directional equipment.

SECTION 9 APPURTENANT PRIVILEGES

9.1 **Freeman** shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids and aircraft parking areas designated by the County for public use.

9.2 During the term of this Agreement or any extension or renewal thereof, **Freeman** shall have the right, at its expense, to place in or on the premises a sign or signs identifying **Freeman** as the fixed base operator. Said sign or signs shall be of a size, shape, and design, at a location or locations, as approved by the County. The County's approval shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of **Freeman**. **Freeman** shall remove, at its expense, all lettering, signs, and placards so erected on the Demised Premises at the expiration or termination of this Agreement.

SECTION 10 DEFAULT AND TERMINATION

10.1 This Agreement shall be subject to termination by **Freeman** in the event of any one or more of the following:

- (A) The default by the County in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of the County to undertake to remedy such default for a period of thirty (30) days after receipt of notice from **Freeman** to remedy the same.
- (B) Damage or destruction of all or a material part of the Demised Premises or Airport facilities necessary to the operation of the **Freeman's** business.
- (C) The lawful assumption of the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts

thereof, in such a manner as to substantially restrict **Freeman** from conducting business operations for a period in excess of ninety (90) days.

10.2 This Agreement shall be subject to termination by the County in the event of any one or more of the following:

(A) The default by **Freeman** in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of **Freeman** to remedy, or undertake to remedy, to the County's satisfaction, such default for a period of thirty (30) days after receipt of notice from the County to remedy the same.

(B) The violation by **Freeman** of any federal, state or local law, rule or regulation and the failure of **Freeman** to remedy, or undertake to remedy, to the County's satisfaction, such violation for a period of thirty (30) days after receipt of notice from the County to remedy the same.

(C) If **Freeman** files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of **Freeman** and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

(D) If **Freeman** is in default of any term, covenant or condition contained in this or any other agreement for real or personal property used in connection with the performance of its services hereunder, and such default goes uncorrected for a period of thirty (30) days or such other period as may be provided for in any such collateral agreement.

10.3 This Agreement shall also be subject to termination by the County as otherwise provided in this Agreement.

10.4 Exercise of the rights of termination set forth in Paragraphs A and B, above, shall be by notice to the other party in accordance with Section 17.5.

10.5 Upon termination of this Agreement for any reason, **Freeman** at its sole expense, shall remove from the Demised Premises all signs, trade fixtures, furnishings, personal property, equipment, and materials owned by **Freeman**. If **Freeman** shall fail to do so within thirty (30) days, then the County may effect such removal or restoration at **Freeman's** expense, and **Freeman** agrees to pay the County such expenses promptly upon receipt of an invoice therefore.

10.6 The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

SECTION 11 NON-DISCRIMINATION

11.1 Notwithstanding any other inconsistent provision contained in this Agreement, during its performance, **Freeman**, for itself, its employees, agents, successors in interest and assigns, as part of the consideration for the proposed Agreement, covenants and agrees, as a covenant running with the land, that:

(A) No person on the grounds of race, color, religion, sex, or national origin, or physical handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Demised Premises.

(B) In the construction of any improvements on, over or under the premises, and the furnishing of services therein or thereon, no person shall be excluded from participation in, denied benefits, or otherwise be subjected to discrimination on the basis of race, color, religion, sex, national origin or physical handicap.

(C) **Freeman** shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(D) In the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess the premises and hold the same as if the Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 have been followed and completed, including expiration of appeal rights.

11.2 The Demised Premises are to be operated for the use and benefit of the public. **Freeman** agrees as follows:

(A) To furnish good, prompt and efficient service, adequate to meet all demands for its service at the airport.

(B) To furnish said service on a fair, equal and non-discriminatory basis to all users thereof.

(C) To charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that **Freeman** may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to purchasers.

SECTION 12 AIRPORT RULES, REGULATIONS, AND MINIMUM STANDARDS

12.1 The Rules and Regulations and Minimum Standards promulgated by the County, as amended from time to time, are incorporated herein as if fully stated. In the event of a conflict between said Rules and Regulations and Minimum Standards and the provisions of this Agreement, the provisions of the Rules and Regulations and Minimum Standards will control. The County reserves the right to modify or add to the Rules and Regulations and Minimum Standards.

12.2 **Freeman** acknowledges that it shall be bound by any and all Federal, State and local rules, regulations, laws, ordinances, codes, and all other standards now or hereafter promulgated and which regulate and affect its operations at the Airport, as may be amended from time to time, including but not limited to the following, all of which are incorporated herein by reference and available for review and inspection at the Airport Commissioner's Office:

- A) Airport Certification Manual (ACM), FAA Approved
- B) Airport Security Plan (ASP), TSA Approved
- C) Airport Safety Plan
- D) Airfield Driving Regulation
- E) Airport Layout Plan (ALP)
- F) FAA 49 CFR 139
- G) Wildlife Management Plan
- H) Airport Evacuation Plans
- I) Airport Field Rules and Regulations

SECTION 13 SUBORDINATION

13.1 This Agreement is subordinate to the provisions of any existing or future agreement between the County and the United States, or any agency thereof, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development and/or operation of the Airport. The County shall provide reasonable notice to **Freeman** of said proposed agreement. **Freeman** has the right to terminate this Agreement if said subordination effectively prohibits **Freeman** from exercising the fundamental rights conveyed herein.

13.2 The County and Freeman agree that Federal Aviation Administration ("FAA") funding for capital improvements to the airport is important to the future success of both. Therefore, it is agreed that any determination by the Federal Aviation Administration that any terms of this Agreement are not in compliance with FAA policies related to airport rates and charges, shall result in good faith negotiations between the County and **Freeman** to correct any portion of the agreement to which the FAA objects. In the event the good faith negotiations are unsuccessful, the County has the right to cancel, after giving six (6) months written notice, the remainder of the Agreement and to compensate **Freeman** for any undepreciated **Freeman** investment in assets (leasehold improvements and equipment) after reducing for the proceeds received by **Freeman** (or equivalent value if the assets are retained by **Freeman**) from the disposition of the assets.

SECTION 14 INDEMNIFICATION

14.1 **Freeman** shall indemnify and hold harmless the County, from and against any and all claims, demands or suits (including but not limited to, claims, demands or suits for bodily injury, illness, disease, death or loss of services, damage to property of third parties, or wages as well as any costs, expenses and reasonable attorney's fees incurred by the County incident to any such claims) which may be brought against the County or in which the County is named a party defendant or in which any or all such agents, directors, officers, employees, or members of the

Board of Legislators of the County are named party defendant or parties defendant, as the case may be, arising out of any and all claims of liability for any injury or damage to any person or property to the extent arising from **Freeman's** use of the facilities at the Airport, except to the extent such injuries or damages may be caused by the gross negligence of the County, its other sub lessees, agents, employees, directors, officers or Board of Legislators.

14.2 The indemnities herein shall include, without limitation, costs, expenses, fines, and awards occasioned by said loss, including the reasonable fees of an attorney(s) selected by the County to protect its interest, damage, liability, claims, demands or suits, as well as the full amount of any judgment rendered or compromise settlement made, plus court costs and interest. The County agrees to cooperate with **Freeman** and/or its attorneys with regard to **Freeman's** obligations under this paragraph. Notwithstanding the above, the County may notify **Freeman** that it will assume its own defense with respect to a particular claim, in which case the County thereafter shall be responsible for its costs and expenses including attorney's fees in defense of the claim.

14.3 The aforementioned indemnity shall survive until all such matters included or referred to herein have been determined to have prescribed by law.

SECTION 15 INSURANCE

15.1 During the term of this Agreement and any extension or renewal thereof, **Freeman** shall at all times:

(A) Maintain in full force and effect, policies of insurance as set forth below with the limits of liability not less than the respective amounts hereinafter stated with such policies carried by financially responsible insurance companies, licensed in the State of New York, which are satisfactory to the County;

(B) Submit to the County prior written notice of any cancellation or non-renewability of any such policy;

(C) Name the County as an additional insured on all policies, with the exception of the Workmen's Compensation policy;

(D) Provide the County with certificates of insurance on all policies when they become effective and a copy of each policy including endorsements within ninety (90) days of the commencement of the policy. **Freeman** shall furnish to the County a binder covering the extension of coverage date due to delay in issuance of policy.

15.2 Listed below are the insurance coverages that the **Freeman** is required to carry, with minimum limits of liability:

(A) A New York State statutory Workmen's Compensation and Employer's Liability policy containing a waiver of subrogation in favor of County.

(B) In the event the **Freeman** operates automobiles or trucks on the Airport, then **Freeman** shall provide automobile liability insurance covering any automobile,

including but not limited to non-owned, hired and borrowed automobiles with a combined bodily injury / property damage limit of \$10,000,000.

(C) Aircraft liability insurance on all owned, leased, rented or borrowed aircraft, with a combined single limit of \$10,000,000 per occurrence for bodily injury, property damage and passengers.

(D) Aircraft physical damage insurance (all risks) on all aircraft owned, leased, rented or borrowed by **Freeman** and located at the Airport, in amounts equal to the value of the aircraft, which policy shall include a waiver of subrogation in favor of the County.

(E) Airport general liability insurance, including bodily injury, property damage, personal injury, premises and operations, contractual, products and completed operations, and hangar keeper's liability. Coverage must be included for New York State Labor Law losses. The minimum limit of such coverage shall be a combined single bodily injury/personal injury/property damage of \$25,000,000 per occurrence and an aggregate limit of \$50,000,000. Products and completed operations shall have an aggregate limit of \$50,000,000 and shall cover all **Freeman's** operations at the airport. The hangar keepers' liability limit shall be a separate limit of \$100,000,000 per aircraft and \$100,000,000 per occurrence.

15.3 **Freeman** hereby agrees to cause its insurers to waive any subrogation rights it may have against the County, GLDC, or their agents, contractors, subcontractors or employees, which may have been paid by such insurer. This applies to any insurance provided by **Freeman** under this Agreement, whether or not it applies to these parties as "Additional Insureds" and whether or not such insurance may be self-funded and regardless of self-insured retentions or deductibles. **Freeman** will not provide a waiver of subrogation on its worker's compensation policy for any and all claims resulting from environmental contamination or any portion of Griffiss Air Base. Additionally, the County of Oneida will provide **Freeman** with a document of clearance from the EPA that states the site is habitational and contamination levels do not exceed maximum levels.

SECTION 16 ENVIRONMENTAL MATTERS

16.1 The County agrees to defend, indemnify, and hold harmless **Freeman** from and against any and all claims, suits, demands, losses, liabilities, damages, and/or judgments, costs and expenses (including, without limitation, any and all testing and cleanup costs and attorneys' and consultants' fees) (hereinafter referred to as "claims") arising directly or indirectly by reason of a Hazardous Discharge or Environmental Complaint or any environmental protection, health or safety law regulation, or requirement governing the County, its business, operations, assets, equipment, property leaseholds or other facilities, or any prior owner, prior operator, prior tenant, or prior occupant of the Demised Premises, including without limitation, any claims: (a) arising directly or indirectly out of or relating to, any investigatory, removal or remedial action involving the County's facility and required or requested by law or by any governmental Operator having jurisdiction under any law; or (b) arising directly or indirectly on account of or in connection with any claim of injury or actual injury to any person or property, relating, regarding, or in any way pertaining to:

(A) any of the County's obligations under the provisions of this Agreement,

(B) the existence, treatment, storage, disposal, release, spill, generation, removal, manufacture or other handling of any hazardous substances or hazardous wastes on the Demised Premises by the County or any prior owners, prior tenants, or prior occupants of the Demised Premises.

16.2 The indemnification in Section 16.1 shall not apply to the extent such Hazardous Discharge or Environmental Complaint or breach of any environmental protection, health or safety law, regulation or requirement is caused by or the result of actions or operation of **Freeman**, or arises in the course of or is related to **Freeman's** business.

16.3 **Freeman** agrees to defend, indemnify and hold harmless the County from and against any and all claims, suits, demands, losses, liabilities, damages, and/or judgments, costs and expenses (including, without limitation, any and all testing and cleanup costs and attorneys' and consultants' fees) (hereinafter referred to as "claims") arising directly or indirectly by reason of a Hazardous Discharge or Environmental Complaint or any environmental protection, health or safety law, regulation, or requirement governing **Freeman**, its business, operations, assets or equipment, including without limitation any claims: (a) arising directly or indirectly out of, or relating to, any investigatory, removal or remedial action involving **Freeman's** facility and required or requested by law or by any governmental Operator having jurisdiction under any law; or (b) arising directly or indirectly on account of or in connection with any claim of injury or actual injury to any person or property, relating, regarding, or in any way pertaining to:

(A) Any of **Freeman's** obligations under the provisions of this Agreement,

(B) The existence, treatment, storage, disposal, release, spill, generation, removal, manufacture or other handling of any hazardous substances or hazardous wastes on the Demised Premises by **Freeman** caused by or the result of actions or operations of **Freeman**, or arising in the course of or relating to **Freeman's** business, during the term of this Agreement or any extension or renewal hereof, provided that the foregoing indemnity shall not apply to any Hazardous Discharge or Environmental Complaint caused by or related to the County, prior owners, prior operators, prior occupants, or prior tenants of the Demised Premises.

16.4 Each party shall cooperate with the other and/or its attorneys with regard to any obligations required under this Section.

16.5 The aforementioned indemnity provisions shall survive until all such matters included or referred to herein have been determined to have prescribed by law.

16.6 Definitions:

(A) For purposes of the indemnifications as set forth above, the term "Hazardous Discharge" shall include any emission, seepage, leakage, spill, discharge, release or threatened release of any toxic hazardous substances (as defined in 42 U.S.C. 9601 et seq.) or hazardous wastes (as defined in 40 C.F.R. 260) or oil (as defined in 40 C.F.R. 112) or petroleum (as defined in 6 NYCRR Part 612) at or from the Demised

Premises into or upon (i) the air, (ii) surface and subsurface soils or any improvements located thereon, (iii) surface water or ground water, or (iv) the sewer, septic system or waste treatment, storage or disposal system servicing Demised Premises.

(B) For purposes of the indemnifications as set forth above, the term "Environmental Complaint" shall include any complaint, order, directive, claim, citation or notice by any governmental Operator or agency or any person or entity with respect to (i) air emissions, (ii) spills, releases, or discharges to surface and subsurface soils or improvements located thereon, surface water, groundwater, or the sewer, septic system or waste treatment, storage or disposal systems servicing the Demised Premises, (iii) noise emissions, (iv) solid or liquid waste disposal, (v) use, generation, storage, transportation or disposal of toxic or hazardous substances or hazardous wastes (as both said terms are defined hereinabove) or (vi) other environmental, health or safety matters affecting **Freeman** or its operations that occur after the commencement of **Freeman's** use of the Premises.

16.7 Special Provisions:

(A) Throughout the agreement term, **Freeman** shall not undertake or permit and shall immediately and fully inform the County of any environmental activity other (i) in compliance with all applicable laws, (ii) in such a manner as not to present a significant present or potential health risk to the County. If **Freeman** shall breach the representation provided in this section, then, in addition to any other rights and remedies which may be available to the County under this Agreement or otherwise at law or in equity, **Freeman** shall immediately and fully inform the County of any such breach, and the County may require **Freeman** to take all actions, or to reimburse the County for the costs of any and all action taken by the County as are necessary to comply with all applicable laws and to abate any significant present or potential health risk with respect to any environmental activity conducted or permitted or any Hazardous Substances or Hazardous Wastes (as both said terms are defined hereinabove) present at the Demised Premises.

(B) No portion of the Demised Premises may be used for the subsurface disposal or storage of radioactive material and/or for the disposal or subsurface storage of hazardous materials as such term may be defined by the regulations of the U.S. Environmental Protection Agency, or any local or state County. Any and all hazardous material handled or temporarily stored at or on the Demised Premises shall be contained and used in accordance with all applicable laws and regulations.

SECTION 17
MISCELLANEOUS

17.1 It is not the intent of this Agreement to grant to **Freeman** the exclusive right to provide any or all of the services **Freeman** may engage in at any time during the term of the Agreement. Accordingly:

(A) The County reserves the right to grant others certain rights and privileges upon the Airport which may be similar in part or in whole to those granted to **Freeman**, in

accordance with any applicable minimum standards and procedures adopted by the County and amended from time to time for the Airport.

(B) Nothing shall prevent County from entering into subleases with prospective tenants who may be in competition with the rights and privileges granted to **Freeman** hereunder. (However, County agrees not to enter into any sublease, lease, contract or other agreement with any Fixed Base Operator at the Airport, which contains more favorable terms than this Sublease, or to grant any other fixed base operator any rights, privileges or concessions which are not granted to **Freeman** herein, unless identical terms, rights, privileges and concession are concurrently made available to **Freeman**).

(C) Furthermore, County shall not grant to any entity or person the right to provide services as identified in Section 2: Scope of Services of this Agreement with **Freeman** unless said entity or person is required as a condition of the contract to first make a capital investment equal to that invested by **Freeman** into the operation of the Demised Premises, provided that said capital investment requirement shall cease upon the termination of **Freeman's** government fueling contract for cause. For purposes of this subdivision 17.1 (C), **Freeman** shall be required to provide a statement demonstrating its capital investment to the County within thirty (30) days of a request therefor.

17.2 If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, the affected party shall not be deemed in default during the period of such inability.

17.3 This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

17.4 If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

17.5 Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid.

If to the County, address to:

Oneida County Airport
592 Hangar Rd
Suite 200
Rome, NY 13441
Attention: Commissioner of Aviation

With a copy to:

Oneida County Executive's Office

79.

Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Oneida County Department of Law
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

If to Freeman, address to:

Freeman Holdings of New York, LLC
Main Terminal – Forbes Field
Topeka, Kansas 66619
Attention: F. B. Freeman, Jr., Managing Member

17.6 Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

17.7 The headings used in this Agreement are intended for convenience of reference only, and do not define or limit the scope or meaning of any provision of this Agreement.

17.8 This Agreement is to be construed in accordance with the laws of the State of New York.

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

FREEMAN HOLDINGS OF
NEW YORK, LLC

By: _____
F.B. Freeman, Jr., Managing Member

THE COUNTY OF ONEIDA, NY

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

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **F.B. Freeman, Jr.** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – Oneida County, NY
My Commission Expires:

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony J. Picente, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – Oneida County, NY
My Commission Expires: