



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

David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

COMMUNICATIONS FOR DISTRIBUTION DECEMBER 16, 2009 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter

2ND BY:

RE: RESOLUTION SCHEDULING THE ORGANIZATIONAL MEETING OF THE BOARD OF LEGISLATORS FOR 12:00 P.M. ON JANUARY 4, 2010

WHEREAS, Section 151 of the County Law provides that the Oneida County Board of Legislators shall annually, by resolution duly adopted, fix the date, time and place of a meeting to organize this Board for the succeeding year, now, therefore, be it hereby

RESOLVED, That the organizational meeting of this Board for the year 2010 shall be held on Monday, January 4, 2010 at 12:00 P.M. in the Legislative Chamber, tenth floor, Oneida County Office Building, 800 Park Avenue, Utica, New York.

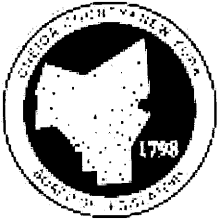
APPROVED: Ways & Means Committee ()

DATED: December 16, 2009

Adopted by the following vote:

AYES ___ NAYS ___ ABSENT ___

NOTICE IS HEREBY GIVEN that pursuant to Rule 22, a motion will be made at the December 16, 2009 meeting of this Board to suspend Rules 12 and 55 for the purpose of considering this resolution only.



ONEIDA COUNTY BOARD OF LEGISLATORS

Michael J. Hennessy, 439 Betsinger Rd., Sherrill, New York 13461
Home Phone: 363-0307

November 24, 2009

FN 2009-490

Susan L. Crabtree, Clerk
Oneida County Board of Legislators
800 Park Ave.
Utica, New York 13501

READ & FILED

Re: Disclosure of Interest

Dear Mrs. Crabtree:

Please be advised that I am a stockbroker with Wells Fargo. The office is located at 4848 Commercial Drive, New Hartford, New York, 13413.

I am making this disclosure of my interest in the aforementioned firm in compliance with Section 803 of the General Municipal Law.

It is my understanding that this letter of disclosure will become a part of the official records of this board.

Respectfully submitted,

MICHAEL J. HENNESSY
ONEIDA COUNTY LEGISLATOR
2ND LEGISLATIVE DISTRICT

MJH:jt

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 NOV 25 AM 10:01



OFFICE OF THE SHERIFF

DANIEL G. MIDDGAUGH
SHERIFF

COUNTY OF ONEIDA

M. PETER PARAVATI
UNDERSHERIFF

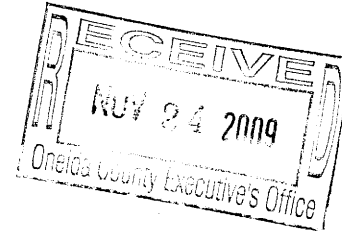
November 13, 2009

7N2009-491

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

PUBLIC SAFETY

WAYS & MEANS



RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 NOV 30 PM 4:38

Tommy
Dear Mr. Picente,

The Sheriff's Office will be entering into two agreements to purchase an integrated Records Management System for Law Enforcement. This system will bring together various pieces of information into a single searchable database. It will allow one source of law enforcement investigative information providing the ability to search and retrieve such data from one location. The system will be interfaced with Oneida County 911 CAD that is currently being upgraded. The ultimate goal is to share information with the various county law enforcement agencies and to implement this system county wide. This concept has been a topic of discussion with law enforcement agencies for many years and could become a reality with the purchase of this software.

Two agreements will be needed for this purchase. The agreement with **Archonix** will allow Homeland Security money to directly fund a portion of the software and allow the county to purchase a licensing and maintenance agreement for the software once it is no longer under warranty. The agreement with **Interstate Leasing** will be a funding mechanism to purchase the software. Although there are two separate agreements, they are both necessary to fulfill the obligations needed to purchase the Law Enforcement Records Management System. I ask that these contracts go before the Board of Legislators together.

The Sheriff's Office will be the lead agency and will implement this new system in the Utica and Rome Police Departments and the Oneida County District Attorneys Office. This endeavor will benefit our community by solving more crimes, improving officer safety and enforcing the law more efficiently. I hope you will support me and if I can be of further assistance, please feel free to contact me.

Thank you.

Sincerely,

Daniel G. Middaugh
Sheriff

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

Anthony J. Picente, Jr.
County Executive
Date 11/30/09

Administrative Office 6065 Judd Road Oriskany, NY 13424 Voice (315) 736-8364 Fax (315) 765-2205	Law Enforcement Division 6065 Judd Road Oriskany, NY 13424 Voice (315) 736-0141 Fax (315) 736-7946	Correction Division 6075 Judd Road Oriskany, NY 13424 Voice (315) 768-7804 Fax (315) 765-2327	Civil Division 200 Elizabeth Street Utica, NY 13501 Voice (315) 798-5862 Fax (315) 798-6495
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Oneida Co. Department: Sheriff

Competing Proposal x
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Archonix

Title of Activity or Service: To purchase Archonix a countywide shared Record Management System for law enforcement

Proposed Dates of Operation: December 1, 2009 to November 30, 2010 will be the first year when the software is under warranty. Homeland Security funds of \$50,000 will be used towards the purchase of the software and paid directly to Archonix. The remainder will be paid under a lease agreement with Interstate Leasing. Years 2, 3, and 4 (December 1, 2010 to November 30, 2013) will require a licensing and maintenance agreement purchase through Archonix. This agreement is \$36,140 per year or \$108,420 for 3 years.

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: To purchase an integrated Law Enforcement Records Management System for the Office.

2) Program/Service Objectives and Outcomes: To have one source of law enforcement investigative information and provide the ability to search and retrieve data from one location. The goal is to implement this countywide with other police agencies and have information shared electronically. This would be beneficial in solving crimes and enforcing the law.

3) Program Design and Staffing Computer Software

Total Funding Requested: \$158,420 **Account #** A3120.492 and H419

\$50,000 will be paid out of H419 Homeland Security the first year. Years 2,3, and 4 will have a yearly licensing and maintenance agreement paid out of A3120.492 for \$36,140 per year or \$108,420 for 3 years.

Oneida County Dept. Funding Recommendation: Funding recommended

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

Cost Per Client Served: n/a

Past Performance Data: n/a

O.C. Department Staff Comments:

5.



PURCHASE OF PRODUCT LICENSE

This agreement made this ____ day of _____, 2009 by and between **Archonix Systems, LLC**, a Delaware Limited Liability Company having its registered office at 17000 Commerce Parkway, Suite C, Mount Laurel, New Jersey 08054, (Hereinafter "Archonix") and Oneida County Sheriff's Office (Hereinafter "Customer") with its principal office at 6065 Judd Road, Oriskany, NY 13424. This agreement between the parties is limited to what is contained in this agreement.

1. DEFINITIONS

System: All Hardware, Software and Services contained in Appendix A:
Accepted Proposal # ONEID091709

Licensed Standard Software: Archonix's Public Safety Software Solution further described on Program Product specifications (set forth on Schedule A of Appendix B).

Licensed Software: The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement.

Licensed Custom Software: Archonix's Licensed Standard Software plus any modifications made to the Licenses standard software made by Archonix on behalf of the Customer and agreed to by the Customer and Archonix.

Licensed Documentation: User Manuals, which include the current specifications for the Licensed Software and other written instructions relating to the Licensed Software.

Upgrades: Any enhanced and/or improved versions of Licensed Software provided as Licensed Software under this Agreement and released after execution of this Agreement.

Authorized Copies: The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this paragraph. They are:

- the single copy of the Licensed Software and the related Licensed Documentation delivered by Archonix under this Agreement; and
- two additional copies made by Customer as backup copies.

Licensed Products: Licensed Software, Object Code, the related Licensed Documentation, and the Authorized Copies of the foregoing.

Object Code: Machine language code produced by a translator program, such as an assembler, interpreter, or compiler. Instructions in object code can be executed by a Central Processing Unit (CPU).

Customer Liaison: A Customer employee assigned to act as liaison between Customer and Archonix for the duration of Agreement and the Customer Support Manager assigned by Archonix to Customer.

2. EFFECTIVE DATE

This agreement shall be effective on the date accepted and executed by an authorized representative of Archonix and Customer, and shall continue in effect until terminated according to its terms.

3. DEFAULT

A. Archonix's liability due to the performance of any service or the provision of any equipment under this Agreement shall be limited to the amount of any amounts paid by the Customer and received by Archonix under this Agreement.

B. Default

Either party shall have the right to terminate this Agreement without cause within sixty (60) days after written notice received by the other party.

4. PAYMENT TERMS

Archonix will provide an invoice for the first payment of \$40,000 upon receipt of the executed contract. Customer will be billed for the balance of this agreement by Archonix in accordance with the payment schedule listed in paragraph twelve (12) with a due date of thirty (30) days following billing date.

5. MODIFICATIONS

A. No modification or amendment to this agreement and no waiver of any provision shall be valid unless in writing, signed by duly authorized representatives of the parties.

B. In the event of any changes to the preprinted terms and conditions of this agreement, the duly authorized representatives of Archonix are the President and Operations Manager.

6. ASSIGNMENT

Neither this agreement nor any of the rights and/or interest created hereunder shall be assigned by either party without the prior written notification of the other party.

7. ENFORCEMENT

Customer and/or Archonix shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any custom or conduct on the part of Customer or Archonix in refraining from so doing at any time or times. Further, the failure of Customer and/or Archonix at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same or shall be construed as a waiver or relinquishment for the future of any covenants, conditions or options, but the same shall be and shall remain in full force and effect.

8. SEVERABILITY

If any provision of this contract is held invalid, the other provisions of this contract shall not be affected thereby. If the application of the contract or any of its provisions, to any person or circumstances is held invalid, the application of the contract and its provisions to other persons or circumstances shall not be affected thereby.

9. APPLICABLE LAW

- A. Archonix warrants that the goods or services provided hereunder have been manufactured and/or performed in accordance with and in compliance with all applicable state and federal laws, including but not limited to the Occupational Safety and Health Act and the Fair Labor Standards Act. Archonix warrants that it is in compliance with all other applicable federal employment and labor regulations including those respecting equal employment opportunity and non-segregated facilities.
- B. This Agreement shall be governed by the laws of the State of New York.

10. HOLD HARMLESS

Archonix shall indemnify, defend and hold harmless Customer from claims, suits, actions, damages and costs resulting from any claims alleging patent infringement of any United States patent or copyright. In case the Licensed Products provided under this Agreement, as a result of any suit or proceeding, is held to constitute infringement of any patent or copyright or its use by Customer is enjoined, Archonix shall, at its option and at its expense, either:

- A. Procure for Customer the right to continue using said Licensed Products,
- B. Replace Licensed Products with substantially equivalent non-infringing software and documentation,
- C. Modify Licensed Products so Licensed Products become non-infringing or,
- D. Refund to Customer the entire sum it had paid to Archonix, for the Licensed Standard Software.

g.

11. COST SUMMARY

<i>Description</i>	<i>Upgrade Cost</i>	<i>Subsequent Years License & Maint.</i>
A. XRMS [45 (60) client & 1 server licenses]	\$63,000.00	\$11,340.00
B. TraCs Interface	\$14,000.00	\$2,520.00
C. Comnetix Livescan Interface	\$7,000.00	\$1,260.00
D. XMobile	N/C	\$19,670.00
E. Project Management	\$5,000.00	N/C
F. County Reports & Forms Development	\$7,500.00	\$1,350.00
G. Field Reporting LAN Client	N/C	N/C
F. Installation and Training	\$6,500.00	\$.00
G. Data Conversion	\$10,000.00	N/C
Grand Total	\$113,000.00	\$36,140.00

Customer is required to obtain all necessary hardware, software and networking. Please refer to Appendix C for a description of required/recommended hardware and software.

12. ANTICIPATED PAYMENT MILESTONES

<i>Task</i>	<i>Payment Due</i>
A. Initial payment	\$40,000.00
B. Installation of XRMS Software prior to "Go Live"	\$22,600.00
C. Installation of XMobile Software prior to "Go Live"	\$22,600.00
D. Final Acceptance Payment	\$27,800.00

Tasks A. through C listed above must be paid in full before "Go Live" will be performed. An invoice for the Final Acceptance Payment will submitted after NIBRS reporting is deemed to be functional and the Customer has been notified in writing.

13. TAX EXEMPTION

Customer warrants that they are exempt from all taxes of any kind, including but not limited to, sales tax, use tax, and excise tax. Customer agrees that tax-exempt certificates are on file at Customer's Purchasing Office.

14. INSURANCE REQUIREMENTS

Archonix shall maintain, through the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance's with such limits as may be required by law, and a policy or policies of general liability insurance's insuring against liability for injury to, and death of, persons and damage to, or destruction of, property arising out of or based upon any act of or based upon any act or omission of Archonix or any of its subcontractors or their respective officers, directors, employees or agents.

15. FORCE MAJEURE

Archonix and Customer shall not be liable for delays in the performance of services or delivery of products ordered hereunder arising out of causes beyond the control and without the fault and negligence of Archonix or Customer. Such causes include but are not restricted to acts of God; the public enemy; or the government, fires, flood, epidemics, quarantine, restrictions, strikes, labor unrest, freight embargoes, unusually severe weather, and defaults or delays of suppliers due to any of such causes.

16. NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR

Neither Archonix nor anyone with whom Archonix shall contract shall discriminate against any person employed or applying for employment concerning the performance of Archonix responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by Archonix of this Agreement.

17. NOTICES

Any notices required or permitted under this Agreement shall be in writing and delivered in person, by facsimile, overnight express or by registered or certified mail, return receipt requested, with proper postage prepaid, and properly addressed as set forth below or as shall be hereafter changed by written notice. Notice shall be effective upon delivery. Facsimile notices shall also be delivered by U.S. mail postage prepaid, or by other means listed above, but shall be effective upon facsimile transmission. The parties herein affirm that the persons and addresses below listed are duly authorized to receive and accept such notice:

FOR ARCHONIX:

Archonix Systems, LLC
Attn: Anthony S. Graham
17000 Commerce Parkway, Suite C
Mount Laurel, NJ 08054

FOR CUSTOMER:

Oneida County Sheriff's Office
Attn: Captain Richard Antanavige
6065 Judd Road
Oriskany, NY 13424

This Agreement and the Attachments (Appendices A-D) listed below constitutes the entire Agreement, understanding and representations, expressed or implied, between Customer and Archonix with respect to the equipment and services.

10

Customer, by its signature acknowledges that it has read this Agreement, understands and agrees to all its terms and conditions.

ACCEPTED:

Archonix Systems, LLC:

Oneida County:


Authorized Signature

Authorized Signature

Denise L. Straub
Printed Name

Anthony J. Picente, Jr.
Printed Name


Operations Manager 10/23/09
Title Date

County Executive
Title Date

ATTACHMENTS

- Appendix A Accepted Proposal # ONEID091709
- Appendix B License and Support Agreement
- Appendix C Hardware and Software Required/Recommended
- Appendix D Contract Provisions

Approved as to Form:



County Attorney



17000 Commerce Parkway, Suite C
 Mount Laurel, NJ 08054
 (p): (856) 787-0020
 (f): (856) 787-0060
 www.archonixsystems.com

Proposal

TO:
 Oneida County Sheriff's Office
 Attn: Captain Richard Antanavige
 6065 Judd Road
 Oriskany, NY 13424
 (315)765-2213
 Rantanavige@OneidaCountySheriff.us

DATE: 9/17/2009
QUOTE # ONEID091709
EXPIRES: 12/17/2009
SALES REP: Dave Hogg

Terms and Conditions:
Payment: Net 30 days

XRMS & Xmobile System

Description	Qty	Unit Price	Extended Price	Annual License & Maint
XRMS server license	1	\$18,000.00	\$18,000.00	\$3,240.00
XRMS client license	45(60)	\$1,000.00	\$45,000.00	\$8,100.00
TraCS Interface	1	\$14,000.00	\$14,000.00	\$2,520.00
Comnetix Livescan Interface	1	\$7,000.00	\$7,000.00	\$1,260.00
Xmobile server license	1	\$0.00	\$0.00	\$0.00
XMobile client license	27	0.00	0.00	\$4,836.00
XMobile handheld client license	5	0.00	0.00	\$584.00
XMobile Field Reporting	27	0.00	0.00	\$14,250.00
Field Reporting LAN Client	As Needed	0.00	0.00	
Data conversion from FormStream & other data upload	1	10,000.00	10,000.00	\$0.00
Software Escrow agreement option, annual cost	1	1,300.00	0.00	0.00
County reports and forms development	1	7,500.00	7,500.00	\$1,350.00
Install & training		\$6,500.00	\$6,500.00	
Project Management		\$5,000.00	\$5,000.00	
TOTAL			\$113,000.00	\$36,140.00

Acceptance:

Archonix Systems, LLC

David W. Hogg

6/11/2009

Signed

Date

David W. Hogg

Sales/Support

Printed Name

Title

Customer

Signed

Date

Printed Name

Title

NOTES:

License and Support will begin 90 days after installation and will be pro-rated to coincide with the annual billing cycle. Xmobile functionality will permit NCIC lookups and field report writing. Such functionality excludes connectivity to Cad which can be made available in a separate contract under mutually agreeable terms.

Approved As To Form
 ONEIDA COUNTY ATTORNEY
 By *[Signature]*

APPENDIX B

LICENSE AND SUPPORT AGREEMENT

This agreement made this _____ day of _____, 2009 by and between **Archonix Systems, LLC** (Hereinafter "Archonix"), a Delaware Limited Liability Company having its registered office at 17000 Commerce Parkway, Suite C, Mount Laurel, New Jersey 08054 and the Oneida County Sheriff's Office (Hereinafter "Customer") with its principal office at 6065 Judd Road, Oriskany, NY 13424. This agreement between the parties is limited to what is contained in this agreement.

18. DEFINITIONS

Licensed Standard Software: Archonix's Public Safety Software Solution.

Licensed Software: The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement.

Licensed Custom Software: Archonix's Licensed Standard Software plus any modifications made to the Licenses standard software made by Archonix on behalf of the Customer and agreed to by the Customer and Archonix.

Licensed Documentation: User Manuals, which include the current specifications for the Licensed Software and other written instructions relating to the Licensed Software.

Upgrades: Any enhanced and/or improved versions of Licensed Software provided as Licensed Software under this Agreement and released after execution of this Agreement.

Authorized Copies: The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this paragraph. They are:

- the single copy of the Licensed Software and the related Licensed Documentation delivered by Archonix under this Agreement; and
- two additional copies made by Customer as backup copies.

Licensed Products: The Licensed Software, Object Code, the related Licensed Documentation, and the Authorized Copies of the foregoing.

Object Code: Machine language code produced by a translator program, such as an assembler, interpreter, or compiler. Instructions in object code can be executed by a Central Processing Unit (CPU).

Customer Liaison: A Customer employee assigned to act as liaison between Customer and Archonix for the duration of Agreement and the Customer Support Manager assigned by Archonix to Customer.

1. GENERAL

Archonix hereby grants and Customer accepts, upon terms and conditions set forth in this Agreement, a non-transferable and non-exclusive license to use the Licensed Software and Licensed Documentation.

2. ACKNOWLEDGEMENTS

A. Customer acknowledges that the Licensed Products are a valuable trade secret of Archonix and accordingly, this Agreement establishes a confidential relationship between Archonix and Customer. Customer shall not copy or reproduce in any way, in whole or in part, the Licensed Software or Licensed Documentation furnished by Archonix without the prior express written consent of Archonix. Customer shall not sell, transfer, or otherwise make available in any way to any other person, in whole or in part, the program documentation furnished by Archonix except the Customer to make copies for exclusive internal use only. Customer is permitted to retain two (2) copies of each application of the Licensed Software and one back up copy of the related Licensed Documentation on magnetic media for purposes of backup in the event of emergencies. Customer, or anyone obtaining access through Customer, shall not copy, distribute, disseminate or otherwise disclose to any third party the Licensed Software or Licensed Documentation in whole or in part, in any form or media. The restriction on making and distributing the Licensed Software or Licensed Documentation includes without limitation, copies of the following:

- Program libraries, either source or object code
- Operation control language
- Test Data, sample fields, or file lay outs
- Program Listings
- Licensed Documentation

3. CONTROL

Customer shall be exclusively responsible for the supervision, management, and control of the use of the program. The Customer will have sole connection to the Oneida County Sheriff's Office server and agrees to give other agencies limited access to investigative narrative or files with prior permission from the Sheriff's Office.

4. RENEWAL

Archonix grants a renewable license provided Customer is not in default of any provisions of this agreement including, but not limited to, payment in advance of the annual License Fee.

In the event the Customer decides not to renew the support portion of this agreement, but desires to continue to use the software then the Customer is still responsible for the licensing fees which represent 65% of the annual maintenance cost for the number of licenses desired with a minimum annual fee of \$3,000.00. Upon receipt of this payment, the Customer's account will be updated with the proper licenses keys necessary to run the software.

5. SUPPORT

A. *Licensed Software Maintenance*

During the term of this Agreement, Archonix shall provide Customer with the maintenance and repair of any reproducible Licensed Software error or malfunction that may be discovered in Archonix's unaltered current Licensed Software(s) and updates that may be released and made generally available by Archonix from time to time. Archonix will specify the network environment, and computer server and Customer configurations required for the Licensed Software and Software. If necessary, Archonix will initially install its Licensed Software on the servers and on the Customer's terminals supplied by the Customer and will test the configuration to ensure it is functioning properly. Installation of additional Customers, server maintenance, network problem solving and all issues other than the maintenance services for the Licensed Software requested and performed after the initial system set up, configuration and installation will be considered outside of the scope of services under this Agreement this maintenance contract and will be billed at the rates in Exhibit A.

B. *Unauthorized Maintenance by Customer*

Any change, modification or enhancement to the Licensed Software(s) by Customer or any other party authorized by Customer without prior written authorization from Archonix is an unauthorized change and Archonix reserves the right to void this Agreement or to provide maintenance that results there from at Archonix's then current time and materials rate for all service provided.

C. *Telephone or Internet Assistance*

Customer shall provide Archonix technicians with access to the Customer's software for Archonix technicians via Virtual Private Network ("VPN") for error correction. Customer will also permit Archonix access to personnel via telephone in order to counsel and advise Customer on the use and maintenance of the Licensed Software during the hours specified in this Agreement. The Response Time for this Telephone and Internet Response service will average less than 4 hours during the supported hours. Archonix understands and hereby agrees that Customer calls regarding a "down system" (as defined below) require a response time exceeding the 4 hour response time average provided for generally under this Agreement. In the event of a call under this Paragraph 1C regarding a down system, Archonix will place the call on its highest priority and respond to Customer as rapidly as possible. In no event, shall Archonix's response to such a down system call from Customer exceed one hour from the time of placement of the call, provided however that Archonix procedures for calls are followed by Customer. A copy of Archonix Customer call procedures is supplied separately and available for review by Customer upon request. This response time of Archonix is not meant to guarantee that any issue will be resolved within the hour time frame, rather that Archonix support personnel will communicate to Customer that it is aware of the problem and that Archonix support personnel will be assigned and active in identifying and determining a resolution to the problem creating the down system within the one hour time frame specified. Unless otherwise specified and agreed to in writing, Telephone and Internet assistance will be available these hours will be from 8 AM

to 5 PM, Monday through Friday Eastern Standard Time, excluding the following nationally recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

In addition to regular 8:00 AM – 5:00 PM phone support, a 24-hour, 7-day a week beeper service for after hour support will be provided at Archonix's current rate, which is currently \$140 per hour. Archonix agrees that, in no event, will the Customer be billed for any previously identified or otherwise known "bugs" in the Licensed Software.

A "down system" by definition as it relates to Archonix's responsibilities refers to our "CTMS" application being non-responsive on the production server resulting in Customer being unable to login or use our "XRMS" application from any workstation. A single workstation outage does not constitute a down system in which response time is critical. In addition, Customer should eliminate other possible factors that could result in a down system before placing a call to Archonix. Other factors are defined as but not limited to a power outage, server hardware failure, operating system failure and network failure.

D. *On-Site Assistance*

To the extent that a problem associated with the Licensed Software has been identified as a failure of performance of the Licensed Software provided under this Agreement and is not able to be resolved in accordance with the terms shown above, , Archonix may, at its sole discretion, provide on-site assistance by one or more Archonix Services technicians. Customer shall reimburse Archonix for all reasonable out-of- pocket expenses associated with the provision of on-site assistance under the terms of this paragraph.

E. *Services Outside Scope of Work*

Archonix will not be responsible for errors or issues arising outside the scope of this Agreement, including, but not limited to, hardware issues, third-party (non-Archonix) software issues or any other issues that are not directly related to the use of the Licensed Software provided to Customer by Archonix and specified in this Agreement. However, the Customer has the option to request support from Archonix to address any issue outside the scope of services provided for in this Agreement. To the extent that Archonix is called upon to assist Customer with regard to issues outside the scope of responsibility provided by Archonix in this Agreement, Customer will be notified promptly. Archonix may, at its sole discretion, and upon written authorization by Customer, agree to perform such services requested by Customer at Archonix's then current time and materials rate. Archonix is not obligated to perform such services for Customer, and any such services provided by Archonix will be provided without warranty, express or implied, unless otherwise agreed to in writing by Archonix.

F. *Enhancements*

Routine Enhancements to the Licensed Software shall be provided to Customer at Archonix's sole discretion and, if accepted by Customer, will become part of the Licensed Software(s) and subject to all terms and conditions under this Agreement for maintenance of the Licensed Software(s).

G. *Training*

Archonix will provide Customer training to Customer in the use of its Licensed Software(s) upon new installation orders. Such training will be performed at the location(s) of the installation of the Licensed Software unless otherwise specified by Customer. If agreed to by Customer and Archonix, Archonix will provide additional training, including training for new Customer personnel after installation and upon Customer's written acceptance. Such training will be provided at the then standard published training fees for Archonix.

H. *Customer Support*

Customer shall provide Archonix full complete, unabated and free on-site and electronic access, without charge, to the Licensed Software so as to enable Archonix to provide the covered maintenance services as set forth in this Agreement. Customer shall make available to Archonix promptly upon request to all facilities and services reasonably required by Archonix for the performance of its obligations under the Agreement.

6. PAYMENT

A. *License and Program Maintenance Fee*

Payment terms are net sixty (60) days of receipt of receiving the invoice.

B. *Additional Charges*

Customer does not accept or pay any finance charges, late fees or penalty for payment of invoices beyond contract terms.

7. TERM

Performance of this Agreement shall commence upon signing and shall remain in effect for a term of one year unless terminated as provided for in this Agreement.

8. TERMINATION

Both Archonix and Customer shall have the right to terminate this Agreement without cause or penalty by providing prior written notice not less than sixty (60) days in advance.

9. WARRANTIES

A. Archonix warrants that to the best of its knowledge that the performance of Licensed Software maintenance services under this Agreement shall not in any way constitute infringement or other violation of any patent, copyright, trade secret, trade name, trademark, proprietary information or non-disclosure or other rights of any third party.

B. Archonix warrants that it has the right to grant the rights to the Licensed Software(s) under this Agreement with sixty (60) days advance notice.

C. Archonix does not warrant that the operation of the Licensed Software will be uninterrupted or error free. Archonix does not warrant the operation of any other software, hardware or service other than those expressly specified under this Agreement.

10. LIMITATION OF LIABILITY

C. Archonix shall only be liable for direct damages to Customer resulting from the performance of services directly associated with its Licensed Software under this Agreement.

D. Default

Either party shall have the right to terminate this Agreement within sixty (60) days after written notice received by the other party.

11. PROPERTY RIGHTS

A. Acknowledgement of No Enhancement Rights

In the event Archonix develops any materials, Updates, or Enhancements to the Licensed Software(s) at Customer's expense, such material, Updates, or Enhancements shall not be deemed to create a new program or create any ownership rights by the Customer in the materials, Updates, or Enhancements or Licensed Software.

B. Confidential Information

Both Customer and Archonix shall safeguard and maintain the confidentiality of each others confidential information and shall not disclose such to third parties during the term of this Agreement Archonix agrees to abide by all of the confidentiality provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) that are applicable to the Customer, which confidentiality shall survive termination of this Agreement and extend indefinitely.

12. INTEGRATION

This Agreement constitutes the entire agreement between Archonix and Customer superseding all previous communications and negotiation, whether written or oral. The terms and conditions of this Agreement shall prevail over any service order or memorandum submitted to Archonix by Customer. Except as otherwise provided in this Agreement, no modification of this Agreement shall be binding unless it is in writing and signed by both Parties.

13. SEVERABILITY

If any provision of this contract is held invalid, the other provisions of this contract shall not be affected thereby. If the application of the contract or any of its provisions, to any person or circumstances is held invalid, the application of the contract and its provisions to other persons or circumstances shall not be affected thereby.

14. FORCE MAJEURE

Archonix and Customer shall not be liable for delays in the performance of services or delivery of products ordered hereunder arising out of causes beyond the control and without the fault and negligence of Archonix or Customer. Such causes include but are not restricted to acts of God; the public enemy; or the government, fires, flood, epidemics, quarantine, restrictions, strikes, labor unrest, freight embargoes, unusually severe weather, and defaults or delays of suppliers due to any of such causes.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

This Agreement and the Attachments listed below constitutes the entire Agreement, understanding and representations, expressed or implied, between Customer and Archonix with respect to the equipment and services.

Customer, by its signature acknowledges that it has read this Agreement, understands it and agrees to all its terms and conditions.

ACCEPTED:

Archonix Systems, LLC:

Oneida County:



Authorized Signature

Authorized Signature

Denise L. Straub

Printed Name

Anthony J. Picente, Jr.

Printed Name


Operations Manger 10/23/09

Title Date

County Executive

Title Date

Approved as to Form:



County Attorney

Exhibit A

License and Program Maintenance Fees

License and Support Fee (1/1/10-12/31/10)	<u>\$36,140.00</u>
TOTAL ANNUAL LICENSE & SUPPORT	<u>\$36,140.00</u>

Services Outside Scope of Work

Rate for additional support (one hour minimum)	\$140 per hour
Rate for additional training (four hour minimum)	\$100 per hour

SCHEDULE A

Licensed Standard Software

The Archonix's Public Safety Software Solution is a program comprised of the following computer modules:

XRMS

- Incident Based Reporting (IBRS)
- Arrest
- Personnel
- Warrants
- Tickets/Moving Violations
- Officer Activity system
- License & Permits
- Fleet Management
- Pawn
- UCR Reporting
- NIBRS
- Racial Profiling
- Case Management
- Civil
- Property
- Bar Coding
- Names

XMOBILE

- Silent Dispatch
- Messaging
- Report Writing
- Forms as outlined on page 22

SCHEDULE B
Other Software Products

Archonix hereby grants and Customer accepts the usage of the below listed software to operate in conjunction with our Licensed Software. The Customer agrees to read each manufacturer's program license and to be bound by the terms of that license.

<u>MANUFACTURER</u>	<u>DESCRIPTION</u>
None provided	

HOTLINE CUSTOMER SUPPORT CONTACTS

Please complete this form and return via fax (856) 787-0060 or email to dwilliams@archonixsystems.com

To assure continuity in Support, it is critical that *only* qualified personnel use the Archonix Hotline. The Archonix Support Staff *only* respond to product-trained members who are identified as Department Contacts and are listed below. The following are the persons qualified for Archonix Hotline access from your Department. Please notify us immediately if any changes to this information should occur.

Hotline Contacts

Department Name: _____

Contact #1:			
Name: _____	Title: _____		
Phone: _____	Fax: _____		
Mobile: _____			
E-mail: _____			
Please check all boxes that apply:	Sys Admin <input type="checkbox"/>	Web Access <input type="checkbox"/>	HLC Access <input type="checkbox"/>

Contact #2:			
Name: _____	Title: _____		
Phone: _____	Fax: _____		
Mobile: _____			
E-mail: _____			
Please check all boxes that apply:	Sys Admin <input type="checkbox"/>	Web Access <input type="checkbox"/>	HLC Access <input type="checkbox"/>

Contact #3:			
Name: _____	Title: _____		
Phone: _____	Fax: _____		
Mobile: _____			
E-mail: _____			
Please check all boxes that apply:	Sys Admin <input type="checkbox"/>	Web Access <input type="checkbox"/>	HLC Access <input type="checkbox"/>

DEFINITIONS:

1. **System Administrator** (Sys Admin): person assigned by your Department who is most knowledgeable of the system; this person is the key point of contact for both Employees and Archonix Support Staff in reference to system requirements & problems.
2. **Website Access** (Web Access): permissions by your Department to access Archonix HelpDesk (helpdesk.archonixsystems.com).
3. **Hotline Call Access** (HLC Access): access to Archonix HelpDesk (helpdesk.archonixsystems.com) and permission by your Department to enter, track and review Hotline calls.

APPENDIX C
Hardware Required/Recommended

HARDWARE

Minimum Server Requirements:

Processor: 3Ghz
Hard Drive: 100GB (Minimum) - 500GB (Recommended)
2-4 hard drives either mirrored or Raid 5
Memory: 2GB (Minimum) - 4GB (Recommended)
Network: 100MB
Video: Must support a minimum of 1024x768 resolution

1. This configuration does not represent a complete system; a backup mechanism, monitor, CD-ROM, etc are also needed.
2. The configuration only includes XCAD, XRMS, XMobile, and XGeo, if the server is used for other applications/tasks (like a file server or e-mail, etc.) the server should be upgraded accordingly.
3. These are minimum requirements and may have to be adjusted according to the size of the agency and the number of incidents per year.

XCAD Workstation Recommendation:

Processor: 1.8Ghz or faster
Hard Drive: 20GB (Minimum) – 40GB (Recommended)
Memory: 1GB (Minimum) – 2GB Recommended
Network: 100MB
Video: Must support a minimum of 1280x1024 resolution. Should support dual monitors.

XRMS Workstation Recommendation:

Processor: 1.8Ghz or faster
Hard Drive: 20GB (Minimum) – 40GB (Recommended)
Memory: 1GB (Minimum) – 2GB Recommended
Network: 100MB
Video: Must support a minimum of 1024x768 resolution

XMobile Workstation Minimum Requirements:

Processor: 500MHZ (Minimum) – 1 GB (Recommended)
Hard Drive: 40GB (Minimum) – 60GB (Recommended)
Memory: 1GB (Minimum) – 2GB Recommended
Network: Wireless
Video: Must support a minimum of 800x600 resolution

APPENDIX C

XCAD/XRMS/XMOBILE Software Recommendations and Requirements

SOFTWARE

Server Software Required:

- Microsoft Windows Server 2003 (Standard Edition with Service Pack 2, R2 or Higher)
- Microsoft SQL Server 2005 (Standard Edition with Service Pack 3 or Higher)
- Microsoft MSXML 4.0 with Service Pack 2 (Required for XMessageSwitch)
- Microsoft SQLXML 3.0 with Service Pack 3 (Required for XMessageSwitch)
- NCIC - Connectivity Software (Mandated by State)
- Microsoft VPN, 3rd Party VPN, GoToMyPC

Recommended Server Maintenance:

- Daily Database Backup's (3rd Party Software with SQL Agent Support)
- Monthly Disk Defragmentation to Maintain 2% Fragmentation or Less
- Monthly Disk Cleanup to Maintain 15% free space at all times
- Anti-Virus Protection (3rd Party Software)

Client Software Required:

- Microsoft SQL Server Client Access Licenses
- Microsoft Windows XP (Professional with Service Pack 3)
- Microsoft .NET Framework 2.0 with Service Pack 1
- Microsoft WSE 3.0 Runtime
- Microsoft Visio (Required for XMobile Report Writer Crash Diagrams – Recommend in House Use Only)

Recommended Client Maintenance:

- Anti-Virus Protection (3rd Party Software)
- Monthly Disk Defragmentation to maintain 2% Fragmentation of Less
- Monthly Disk Cleanup to maintain 15% free space at all times

Note: It is best practice to stay current with Microsoft Service Pack Releases.

Note: XCAD, XRMS and XMobile all require SQL Server and Windows Server software and are listed above as if running on separate servers. If a single server is utilized only a single copy of SQL Server and Windows Server are required.

APPENDIX D

Agency Responsibilities:

- 1) Understand and agree to follow all Archonix hardware/software server/client specifications in accordance with the Purchase Agreement
- 2) Ensure MS or VPN connection to Rome, Utica, District Attorney's Office and New Hartford
- 3) Maintain NYSPIN Enforcer Terminal with approval for XMobile access

Archonix Development Requirements (Not previously identified in quote):

- 1) Route NYSPIN multiple agency connection from one XMobile server
- 2) Commit to complete New York NIBRS/UCR for XRMS prior to installation
- 3) Provide ability to print property receipt from XMobile
- 4) Provide the ability to see warrants and restraining orders in XMobile as well as enter service attempts
- 5) Include the following state reports as an input form in XMobile and output form from XRMS
 - i) NY State Arrest Report
 - ii) NY State Domestic Incident Report
 - iii) NY State DWI Form
 - iv) NY Mental Admission Form
- 6) Include the following Oneida Co SO reports as input forms in XMobile and output forms from XRMS **
 - i) Witness Statement
 - ii) Criminal Statement
 - iii) MV Impound
 - iv) Search Waiver
 - v) Property list & receipt
 - vi) Use of Force
- 7) Include the following Oneida Co SO reports as output reports from XRMS **
 - i) Juvenile Report
 - ii) Supplement Report
 - iii) Property Release
 - iv) NY State Lab Submission Form
- 8) Data conversion from FormStream and "other data upload"
"other data upload" refers to Archonix agreeing to provide data format so that the agency can transfer multiple access database names and data into the Archonix database

APPENDIX D

Agency Need Awaiting Final Specs, Conditions and Costs:

- 9) Cad interface from the County Cad to XMobile/XRMS
 - ** Estimated at \$20k, dependent upon final customer specs

- 10) Jail data interface to XRMS for name and gang data
 - ** To be estimated after submission of definite specs and conditions

**** Denotes items having an associated cost for development and not included in current quote**

Oneida Co. Department: Sheriff

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization: Interstate Leasing Company

Title of Activity or Service: Lease Agreement needed to purchase Archonix countywide shared Record Management System for law enforcement

Proposed Dates of Operation: December 1, 2009 to November 30, 2013 (48 months)

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services: To purchase an integrated Law Enforcement Records Management System for the Office.

2) Program/Service Objectives and Outcomes: To have one source of law enforcement investigative information and provide the ability to search and retrieve data from one location. The goal is to implement this countywide with other police agencies and have information shared electronically. This would be beneficial in solving crimes and enforcing the law.

3) Program Design and Staffing A lease agreement for financing.

Total Funding Requested: \$74,251.23 Account # A3120.492 (2009) A3110.492 (2010)
48 months @ \$1512.27 = \$ 72,588.66 (\$63,000 plus financing charge of \$9,588.66) and one time advance of \$ \$1662.27)

Oneida County Dept. Funding Recommendation: Funding recommended

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

Cost Per Client Served: n/a

Past Performance Data: n/a

O.C. Department Staff Comments:

INVOICE

interstate leasing co.
416 Ontario St.
Sackets Harbor, NY 13685
315-646-1200 Fax: 315-646-1155

INVOICE DATE: 11/2/09

Oneida County
800 Park Ave.
Utica, NY 13501

DATE	LEASE #	DESCRIPTION	AMOUNT
11/2/09	1740	1-Advance Payment	\$1,512.27
		UCC Filing/Documentation Fees	150.00
		TOTAL DUE:	\$1,662.27

DATE DUE: Upon Receipt

PLEASE MAKE CHECK PAYABLE TO: INTERSTATE LEASING CO.

THANK YOU FOR YOUR BUSINESS!

interstate leasing company (Lessor)

416 Ontario St., Sackets Harbor, NY 13685

Tel. (315)646-1200 Fax (315)646-1155

LEASE NUMBER: 1740

NAME AND ADDRESS OF LESSEE			SUPPLIER OF EQUIPMENT			
Oneida County 800 Park Ave. Utica, NY 13501			Archonix Systems, LLC. 17000 Commerce Pkwy. Suite C Mount Laurel, NJ 08054			
CONTACT:		TELEPHONE:	CONTACT:		PHONE:	
Capt. Richard Antanavige		315-765-2213				
DESCRIPTION OF EQUIPMENT LEASED (Include make, model, and serial numbers)						
See Schedule A						
TERM OF LEASE	NO. PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	PURCHASE OPTION
48	48	PAYMENT	TAX	TOTAL	\$1,512.27	N/A
		\$1,512.27	T.E.	\$1,512.27		
Additional Provisions:						
Equipment Location if Different from Above: Oneida Cty Sheriff's Dept. 6065 Judd Rd. Oriskany, NY 13424						

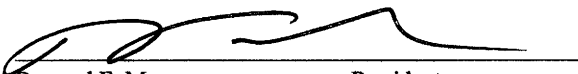
- LEASE:** Lessor leases to Lessee and Lessee leases from Lessor the Equipment set forth above.
- TERM:** This Lease is for the term set forth above and the rights and obligations of the parties shall commence upon Lessor's receipt of an executed Acceptance Notice by lessee. This Lease is non-cancelable for the full term hereof.
- PAYMENT:** Lessee agrees to pay Lessor Lease payments as set forth above. Lessor or its Assignee shall bill Lessee by invoice or coupon book for Lease payments at Lessee's address set forth above and Lessee shall remit payment to Lessor or its Assignee at the address set forth on the invoice. The obligation of Lessee to make Lease payments is unconditional. The monthly due date will be set by the Lessor and will not be more than 45 days from the date you accept the equipment. If all or any part of a payment is late, Lessor may charge you a late fee of 10% of the amount that is late, whichever is more. If more than one Lessee is named in this lease, the liability of each shall be joint and several.
- ASSIGNMENT:** LESSEE SHALL NOT ASSIGN, SUBLET, LEND, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE OR THE EQUIPMENT WITHOUT LESSOR'S PRIOR WRITTEN APPROVAL. ANY ASSIGNMENT IN VIOLATION HEREOF SHALL BE NULL & VOID. This Lease and the covenants and obligations hereunder shall be binding upon any such assignee, successor, representative or transferee of Lessee. Lessor may assign, transfer, pledge or sell Lessor's interest in this Lease or the Equipment. Upon notification of such assignment, Lessee shall remit Lease payments directly to the address set forth on the notification. In no event shall any Assignee of Lessor be obligated to perform any duty, covenant, condition or promise under this Lease.
- WARRANTIES/EQUIPMENT SELECTION:** LESSOR IS NOT THE MANUFACTURER OR DISTRIBUTOR OF THE EQUIPMENT. LESSOR HEREBY ASSIGNS TO LESSEE ANY AND ALL WARRANTIES THAT LESSOR MAY HAVE FROM THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT. HOWEVER, LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY PROMISE, OR COVENANT, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, DURABILITY, CAPABILITY, FUNCTION, PERFORMANCE, OR SUITABILITY OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THE PARTIES AGREE THAT AS THE LESSEE SELECTED BOTH THE EQUIPMENT AND THE SUPPLIER OF THE EQUIPMENT, NO DEFECT, EITHER PATENT OR LATENT, SHALL RELIEVE LESSEE OF ITS OBLIGATION HEREUNDER. LESSEE AGREES THAT LESSOR SHALL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OR ANY LIABILITY, LOSS, DAMAGE, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, ARISING OUT OF LESSEE'S USE OF THE EQUIPMENT, OR SUPPLIER'S FAILURE TO TIMELY OR CORRECTLY DELIVER AND INSTALL THE EQUIPMENT. EQUIPMENT IS LEASED "AS IS". LESSOR IS NOT RESPONSIBLE FOR ANY ERRORS IN ESTIMATED COST OF ANY ITEM.

LESSEE HAS READ AND IS SUBJECT TO THE CONDITIONS SET FORTH ON THIS AND THE REVERSE SIDE OF THIS LEASE.

IN WITNESS WHEREOF, LESSEE HAS HEREBY executed this NON-CANCELABLE LEASE THIS 1 DAY OF DECEMBER, 2009. THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR.

LESSOR: Interstate Leasing Co.

LESSEE: **Oneida County**

BY: 
Bernard F. Maurer, President

SIGNED BY: **X** _____
Anthony J. Picente, Jr. County Executive

ACCEPTANCE NOTICE

LESSEE hereby acknowledges that the Equipment set forth above has been received, has been put in use, is in good working order, and is satisfactory and acceptable. LESSEE hereby authorizes Lessor to remit full payment to the supplier(s) of the above referenced equipment.

LESSEE: **Oneida County**

BY: **X** _____
Anthony J. Picente, Jr. County Executive

DATED: **December 1, 2009**
Approved As To Form
ONEIDA COUNTY ATTORNEY

By _____

6. **ENTIRE AGREEMENT:** This lease and any accompanying schedule contain the entire agreement of the parties relating to the subject matter of this lease and there are no oral agreements at, prior to, or subsequent to the dates thereof which are not set forth therein. This lease may only be modified by a written agreement signed by the parties hereto.

7. **PURCHASE OPTION:** Upon lawful expiration of this Lease, provided Lessee is not in default, in the event the FMV or other, or \$1.00 box is indicated. Lessee shall have the option to purchase the Equipment for the amount set forth on the front side of this Lease.

8. **USE OF EQUIPMENT:** Lessee shall use the Equipment at its place of business as set forth above. Lessee shall use the Equipment in a careful and proper manner and shall comply with all statutes, rules, ordinances, licensing requirements, laws and regulations relating to the possession, use, maintenance, and repair of such Equipment. Lessee shall use the Equipment in compliance with the Manufacturer's or Supplier's suggested guidelines. Provided Lessee is not in default hereunder, Lessee shall have the right to quiet and peaceful use of the Equipment. This is a commercial lease. Equipment will be used solely for business purposes.

9. **REPAIRS:** Lessee, at its own expense, shall keep the Equipment in good repair, condition, and working order and to that end, Lessee shall (a) furnish any labor, parts, mechanisms, and devices required and (b) maintain a service agreement in full force throughout the term of this Lease.

10. **INSURANCE:** Lessee, at its own expense, shall keep in place insurance against all risks of loss, theft, damage, or destruction of the Equipment for the full replacement value thereof. Lessee shall furnish Lessor with a certificate of insurance which shall (a) name Lessor as "Loss Payee" and (b) not be canceled except upon thirty (30) days written notice to Lessor. Lessor shall apply the proceeds of insurance to (a) repair or replace the Equipment or (b) cure any default of the Lessee hereunder. **YOU AGREE THAT IF YOU FAIL TO OBTAIN SUCH INSURANCE, LESSOR MAY (BUT IS NOT OBLIGATED TO) OBTAIN IT AND CHARGE YOU A FEE.**

11. **NET LEASE:** Lessee intends the Lease payments hereunder to be net to Lessor. Lessee shall pay all taxes, tax pass along fees and charges imposed on the ownership, possession, or use of the Equipment or this Lease during the term of this Lease. In the event the Leased Equipment is subject to personal property tax, Lessor shall have the option to bill and collect such charge when assessed or Lessor shall establish a personal property tax account (PPTA). In the event of the establishment of such PPTA, Lessor shall bill Lessee and Lessee shall pay Lessor a monthly assessment based on average annual assessment charged in the State the equipment is located. Lessor shall have the right to modify such monthly assessment based on actual annual assessments. Upon the expiration of this Lease, Lessee shall pay Lessor for any deficiency in such account or in the event of any overage. Lessor shall remit such funds to Lessee.

12. **TITLE:** Lessee understands that Lessor will have sole title to the Equipment during the entire Lease Term, and Lessee agrees this is a "true lease" and not one intended as security for purposes of Section 1-201 (37) of the Uniform Commercial Code. LESSEE HEREBY GIVES LESSOR POWER OF ATTORNEY TO SIGN AND FILE FINANCING STATEMENTS (UCC-1), AND LESSEE AGREES TO PAY LESSOR FILING FEES. If this Lease is ever determined to be other than a true lease, Lessee hereby grants to Lessor a security interest in the Equipment and agrees that the financing statements will create a perfected security interest in Lessor's favor. The equipment is considered personal property, and Lessee will not permit it to become a fixture to real estate. Lessee will not allow any liens or encumbrances to be placed on the Equipment.

13. **INSPECTION:** Lessor shall be permitted to inspect the Equipment during Lessee's regular business hours. Lessee shall give Lessor immediate notice of any attachment or judicial process affecting the Equipment or Lessor's ownership thereof upon written notice by Lessor.

14. **RISK OF LOSS:** Upon acceptance of the Equipment, Lessee shall bear risk of loss from any cause whatsoever and any such loss shall not relieve Lessee from any obligation hereunder including the duty to make Lease payments. Lessee agrees to notify Lessor in the event of any such loss, theft, damage or destruction of the equipment.

15. **RETURN OF EQUIPMENT:** Upon lawful termination of this Lease or upon Lessee's default, Lessee, at its own expense, shall crate, insure, and transport the Equipment to Lessor or to a location designated by Lessor to receive the Equipment in the same condition it was at the commencement of the Lease, reasonable wear and tear excepted. In the event Lessee fails to return the Equipment due to (1) failure to exercise the purchase option (2) expiration of or (3) default under this Lease, then Lessor may continue to invoice Lessee on a monthly basis at the monthly Lease payment until the Equipment is returned. Lessee shall pay promptly all invoices hereunder.

16. **DEFAULT:** Lessee shall be in default of this Lease if Lessee (a) fails to make any Lease payment within ten (10) days after the date the payment is due (b) fails to allow Lessor to inspect the Equipment during regular business hours (c) fails to provide Lessor with certificate of insurance (d) fails to maintain the Equipment or to maintain a service contract (e) assigns or otherwise transfers this Lease or the Equipment without Lessor's written approval (f) moves the Equipment from the address set forth above without Lessor's written approval (g) fails to return the Equipment to Lessor upon termination of this Lease (h) files a petition in bankruptcy or seeks similar relief (i) becomes insolvent or (j) defaults under any other Lease or Agreement between the parties herein, (k) fails to comply with any of the terms of this Lease.

17. **REMEDIES:** The parties agree that Lessee's default under Section 16 subparts (a), (e), (g), (h), (i), (j) or (k) are primary defaults and as such Lessor may upon written notice to Lessee, demand Lessee to cure the default. If Lessee fails to cure the default within five (5) days of the notice, then Lessor may (1) declare the entire amount of remaining Lease Payments, including arrears, due and immediately payable, and (2) take peaceful possession of the Equipment with or without court order. The parties agree that Lessee's default under Section 16 subparts (b), (c), (d) or (f) are secondary defaults and as such Lessor may, upon written notice to Lessee, demand that Lessee cure the default. If Lessee fails to cure the default within ten (10) days of the notice, then Lessor may exercise the remedies set forth above. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy hereunder or allowed by law. Each right and remedy shall be cumulative and may be exercised singly or in combination. All notices relating to this lease must be mailed to Lessor or Lessee at the address shown on the reverse side of this lease.

18. **LESSOR'S EXPENSES:** Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees, incurred by Lessor in exercising any of its rights or remedies hereunder. Lessee shall pay to Lessor late charges at the rate of 10% of delinquent lease payments to defer Lessor's loss of use of the payments, as well as to defray costs of collection. Lessee shall pay Lessor a returned check of non-sufficient funds charge in the highest amount allowed by law.

19. **INDEMNITY:** Lessee shall indemnify and defend Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from this Lease or the Equipment without limitation. Lessor will not be liable for any loss or injury to Lessee or any other person or property (including lost profits and consequential, incidental or special damages) caused by the Equipment or its failure to operate.

20. **NON-WAIVER:** Lessor's failure to require strict performance by Lessee of any of the provisions of this Lease shall not be a waiver thereof.

21. **SEVERABILITY:** If any provision of this Lease be declared invalid, such provision shall be inapplicable and deemed omitted, but the remaining provisions, including the default and remedy provisions, shall remain in force and effect.

22. **MODIFICATION:** This Lease shall not be modified or amended except by written agreement executed by the parties herein.

23. **LAW:** The parties herein expressly agree that this Lease and the rights and remedies of the parties shall be interpreted, construed, and enforced in accordance with the laws and public policies of the State of New York exclusive of Conflict of Law Rules. The parties further agree that UCC-2A (NCCUSL version) shall Supplement the provisions of this Lease except in such cases where application of UCC-2A contradicts the Lease. In any legal action hereunder, Lessee hereby consents, at Lessor's option, to personal jurisdiction and venue in either the United States District Court of the Northern District of New York or the Supreme Court of the State of New York, County of Onondaga. Further, it is agreed that as Lessee approached Lessor to extend credit and enter into this lease, Lessee shall not interpose any defense or base any motion upon F.R.C. P. Section 1404 subparts 12(b), (2), (3) or 28 U.S.C. or any similar federal or state statute.

24. **STATEMENT:** Lessee hereby authorizes Lessor to fill in dates on the front side of this Agreement.

25. **INFORMATION SHARING:** I authorize you to make available to your affiliates and others any and all of the information, including any credit report, that you have obtained in connection with my application or may obtain in the future. I understand that I do not have to authorize the sharing of information about me to obtain credit.

26. **SIGNATURES:** To expedite this Lease, Lessee agrees to accept Lessor's electronic signature and has agreed it will be considered as good as Lessor's original signature and admissible in court as conclusive evidence of the acceptance of this lease.

GUARANTEE: In consideration of the Lease set forth, the undersigned (jointly and severally) Guarantees to Lessor, its successors and assigns, the prompt payment of all sums due under the Lease. As the Undersigned shall derive a financial benefit from the Lease, the Undersigned (1) acknowledges that this Guarantee is of payment and not of collection (2) waives all notices, including protest, presentment and demand. The parties herein expressly agree that this Guarantee and the rights and remedies of the parties shall be interpreted, construed and enforced in accordance with the laws and public policies of the STATE OF NEW YORK exclusive of Conflict of Laws Rules. In any legal action hereunder, Lessee hereby consents to personal jurisdiction and venue in either the UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF NEW YORK or the SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF ONONDAGA. If any provisions of this Guarantee be declared invalid, such provision shall be inapplicable but the remaining provisions shall remain in force and effect. This Guarantee shall not be modified or amended except by written agreement executed by the parties.

N/A

EQUIPMENT SCHEDULE "A"

Lessor: Interstate Leasing Co.
Lessee: Oneida County
Lease #: 1740

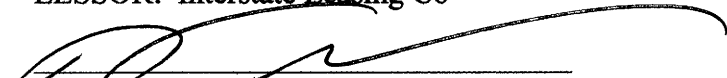
DESCRIPTION OF EQUIPMENT LEASE

Vendor: Archonix Systems, LLC.

Description/Serial Numbers

- A. XRMS [45 (60) client & 1 server licenses]
- B. TraCs Interface
- C. Comnetix Livescan Interface
- D. XMobile
- E. Project Management
- F. County Reports & Forms Development
- G. Field Reporting LAN Client
- F. Installation and Training
- G. Data Conversion

LESSOR: Interstate Leasing Co



Bernard F. Maurer, President

LESSEE: Oneida County

X _____
Anthony J. Picente, Jr. County Executive

Date: Dec. 1, 2009

Date: Dec. 1, 2009

Approved As To Form
ONEIDA COUNTY ATTORNEY
By _____

33.

interstate leasing company

INSURANCE AUTHORIZATION LETTER

TO: **(Insert Insurance Agency Name & Address)**

Agent's Name _____

Phone Number: _____

Insurance on Leased Equipment for: **Oneida County (Lessee)**

Info purpose only

We, the undersigned Lessee, hereby request and authorize you to

Additional Insured: **Interstate Leasing Co., 416 Ont**

Please have the

Additional Insured & Loss Payee:

**Solvay Bank
1537 Milton Ave
Solvay, NY 1320**

*Ins. company issue
a certificate of ins.*

as instructed and

The INSURANCE REQUIREMENTS listed below are required to

return it with the

See Schedule A.

signed documents

The EQUIPMENT is located at **c/o Sheriff's Office, 6065 Judd R**

Evidence of insurance in the form of a binder or cover letter is acceptable until formal certificates and policies can be issued. Please mail the binder or cover letter (within five (5) working days), certificates and copies of each policy to Solvay Bank (see address above).

I. BODILY INJURY AND PROPERTY DAMAGE REQUIREMENTS:

A. Liability Insurance coverage for not less than \$ _____ for each person, \$ _____ for each occurrence and \$ _____ against claim for property damage.

B. Endorsements. Each policy shall have the following endorsements:

(1) LESSOR (and its successors or assigns) shall be included as an additional named insured with respect to the ownership, maintenance or existence of an interest in certain personal property leased to the named insured (Lessee) by LESSOR. The insurer shall be liable under the policy for the full amount of the loss up to and including the total limits of liability as set forth in the declarations without right of contribution from any contingent insurance which may be effected by LESSOR.

As to LESSOR'S interests, the policy shall not be invalidated by any act, omission or neglect of Lessee; and obligations (including, without limitation, the obligation to pay premiums) shall be the obligations solely of Lessee and not LESSOR. It is understood the LESSOR has no maintenance obligations with respect to the leased equipment.

(2) The policy shall not lapse (for failure to renew or otherwise), be canceled nor any reduction or restriction of coverage be effected until at least thirty (30) days prior written notice has been given to LESSOR at the address specified above.

II. PHYSICAL DAMAGE OR LOSS REQUIREMENTS

A. All Risk Coverage for not less than the TOTAL COST of **\$113,000.00** deductibles shall not exceed N/A.

B. Endorsements. Each policy shall have the following endorsements:

(1) LESSOR (and its successors and assigns) shall be included as loss payee with respect to the ownership, maintenance or existence of an interest in certain personal property leased to the name insured (Lessee) by LESSOR and that the insurer shall be liable under this policy for the full amount of the loss up to and including the total limits of liability as set forth in the declarations without right of contribution from any contingent insurance which may be effected by LESSOR. As to LESSOR's interests, the policy shall not be invalidated by any act, omission or neglect of Lessee; any obligations (including, without limitation, the obligation to pay premiums) shall be the obligations solely of Lessee and not LESSOR. It is also understood that LESSOR has no maintenance obligations with respect to the leased equipment.

(2) The policy shall not lapse (for failure to renew or otherwise) or be canceled nor any reduction or restriction of coverage be effected until at least thirty (30) days prior written notice has been given to LESSOR at the address specified above.

(3) The policy shall cover contractual provision of such lease including indemnification clauses, if any.

BY: X _____
Anthony J. Picente, Jr. County Executive

DATE: Dec. 1, 2009

Approved As To Form
ONEIDA COUNTY ATTORNEY
By _____

35

interstate leasing company

416 Ontario St. Sackets Harbor, NY 13685

315/646-1200 Fax: 315/646-1155

MUNICIPAL LEASE APPLICATION			
LESSEE (Complete legal name of entity. Use EXACT registered name.)			
Municipality Name: Oneida County			
Address: 800 Park Ave. Utica, NY 13501			County: Oneida
Phone No. 315-793-6042		Contact Kimberly Flint	Title
Department Using Equipment	Nature of Use	Bond Rating & Agency	Federal Tax I.D. #
Sheriff's Dept			Annual Budget \$
EQUIPMENT			
Vendor Name:	Vendor Address:	Vendor Phone & Contact:	
Cost of Equipment: \$ _____		Equipment Location if Different:	
Equipment Description:			
TRADE REFERENCES – TWO YEAR HISTORY			
Name Address		Phone No.	Contact
Name Address		Phone No.	Contact
Name Address		Phone No.	Contact
BANK REFERENCES – TWO YEAR HISTORY			
Bank Address		Chkg. Acct. #	Phone No.
		Date Opened	Contact
Bank Address		Chkg. Acct. #	Phone No.
		Date Opened	Contact

All the information given on this application is true, correct and complete. The Lessor is authorized to exchange credit information covering this application and any credit granted. A request for a commercial credit report may be made in conjunction with this application for credit, update or renewal. All Bank & Trade References as listed are hereby authorized to release all information pertaining to all our accounts.

X _____
 Anthony J. Picente, Jr. County Executive

Dec. 1, 2009
 DATE

Approved As To Form
 ONEIDA COUNTY ATTORNEY
 By _____

36.

interstate leasing company

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

RE: Equipment Lease # 1740 dated Dec. 1, 2009 between Interstate Leasing Co. ("Lessor") and Oneida County ("Lessee").

To Whom It May Concern:

Lessor under the above referenced Lease has obtained a commitment from **Solvay Bank**, a New York Corporation ("Lender"), to permanently finance Lessor's purchase of the equipment (the "Equipment") described therein. In order to induce Lender to finance the purchase of the Equipment, Lessor has assigned the Lease and all Lessor's rights thereunder to Lender pursuant to an Assignment Agreement dated as of **Dec. 1, 2009**.

Please be advised that, pursuant to the Assignment and commencing with the rental payment due 30 days from date of commencement, until further notice to the contrary from the Lender, all rentals and any other payments now due or to become due under the Lease (the "Monies") should be paid by the date due to : **Solvay Bank, 1537 Milton Ave., Solvay, NY 13209**

In order to further induce Lender to finance the purchase of the equipment,

(a) Lessor and Lessee confirm, acknowledge and agree as follows: (i) the Lease term is **48** months, commencing on **Dec. 1, 2009**; (ii) the regular monthly rental is **\$1,512.27 (T.E.)** due and payable on the same day of each consecutive month during the term, and there are **47** monthly rentals in the term remaining with the last monthly rental in the amount of **\$1,512.27**, (iii) there are no additional agreements between Lessee and Lessor relating to the Equipment; (iv) the Lease is in full force and effect (v) there are no current defaults under the lease by either Lessor or Lessee ;

(b) Moreover, Lessee confirms and agrees as follows: (i) the Equipment is in its possession and control at **c/o Sheriff's Office, 6065 Judd Rd., Oriskany, NY 13424** (ii) it has not defaulted, and no events have occurred which, with the passage of time or the giving of notice or both, will constitute an event of default under the Lease; (iii) there are no liens of judgments, suits or proceedings pending or threatened, against Lessee which would adversely affect its ability to make payments under the Lease; (iv) there is no claim of any kind or nature in or to the Equipment or any lien thereon other than the interest therein of Lessor and Lessee's rights thereto under the Lease, and Lessee will keep the Lease and Equipment free and clear of all liens and encumbrances of any party claiming by or through Lessee; (v) it consents to the assignment referred to herein by Lessor and will remit and deliver all Monies directly to Lender at the address set forth above; (vi) it will deliver copies of all notices and other communications given to or made by Lessee pursuant to the Lease to Lender at the address set for the above; (vii) it has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Lease or the rents reserved thereunder or of the Equipment; (viii) it has not breached any warranties made in connection with the Lease.

(c) Lessor covenants with Lessee that so long as Lessee is not in default under the Lease and has not breached any of the terms of this Notice and Acknowledgment, Lender will not disturb Lessee's quiet and peaceful possession of the Equipment or its unrestricted use thereof for its intended purpose.

(d) Lessee acknowledges that it has executed a Certificate of Acceptance which is also assigned herein and agrees that all representations made by Lessee accrue to the benefit of Lender.

Please return this letter with the Signature of an authorized officer of Lessee evidencing Lessee's acknowledgment of, consent to and agreement with the assignment of all of Lessor's rights, but none of its obligations under the Lease, to Lender and the provisions of this Notice and Acknowledgment of Assignment

Oneida County

Interstate Leasing Company (Lessor)

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

By:  _____
Bernard F. Maurer, President

Acknowledged, Consented and Agreed to this 1st day of Dec., 2009

Approved As To Form
ONEIDA COUNTY ATTORNEY
By _____

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: *Messrs. Porter, Wood, Fiorini*
2ND BY:

**RE: DESIGNATION OF THE ROME DAILY SENTINEL AS THE OFFICIAL NEWSPAPER
REPRESENTING THE REPUBLICAN PARTY FOR 2010**

WHEREAS, A majority of the Republican members of this Board have designated, in writing, the Rome Sentinel as a newspaper representing the political party to which they belong, and the newspaper to publish the sessions laws, the notices of redemption, tax sales, official canvasses, local laws, notices, and all other matters required by law to be published in the year 2010; the Rome Sentinel also publishes all concurrent resolutions and election notices, and

WHEREAS, Such designation has been signed by the members making it and filed with the Clerk of the Board of County Legislators, now, therefore, be it hereby

RESOLVED, That the Rome Sentinel is hereby designated as the newspaper to publish the sessions laws, the notices of redemption, tax sales, official canvasses, local laws, election notices, notices, and all other matters required by law to be published in the year 2010, and the Rome Sentinel is also designated to publish the concurrent resolutions and that said newspaper is designated as the official newspaper of the County of Oneida for the year 2010.

APPROVED: Ways & Means Committee ()

DATED: December 16, 2009

Adopted by the following vote:
AYES __ NAYS __ ABSENT __

NOTICE IS HEREBY GIVEN that pursuant to Rule 22, a motion will be made at the December 16, 2009 meeting of this Board to suspend Rules 12 and 55 for the purpose of considering this resolution only.

Dated 11/30/09

We, the undersigned Republican members of the Oneida County Board of Legislators, hereby petition and designate the Rome Daily Sentinel as the official newspaper representing the Republican Party to publish the concurrent resolutions, election notices, official canvasses, local laws, notices and other matters required by law to be published in the year 2010.

Stephen A. Reaf
[Signature]

Patrick H. Brennan

Gene E. King

Sherrill D. King

Tommy Leach

John D. Hill

Howard Welch

Dale J. Wood

Brian T. Miller

David Wick

Michael D. Whiteman

Edna P. Wilder

Fredrick J. Suddell

Erin L. Paparella

[Signature]

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Messrs. Porter, Hennessy

2ND BY:

**RE: DESIGNATION OF THE UTICA OBSERVER DISPATCH AS THE OFFICIAL NEWSPAPER
REPRESENTING THE DEMOCRATIC PARTY FOR 2010**

WHEREAS, A majority of the Democratic members of this Board have designated, in writing, the Utica Observer Dispatch as a newspaper representing the political party to which they belong, and the newspaper to publish the sessions laws, the notices of redemption, tax sales, official canvasses, local laws, notices, and all other matters required by law to be published in the year 2010; the Utica Observer Dispatch also publishes all concurrent resolutions and election notices, and

WHEREAS, Such designation has been signed by the members making it and filed with the Clerk of the Board of County Legislators, now, therefore, be it hereby

RESOLVED, That the Utica Observer Dispatch is hereby designated as the newspaper to publish the sessions laws, the notices of redemption, tax sales, official canvasses, local laws, election notices, notices, and all other matters required by law to be published in the year 2010, and the Utica Observer Dispatch is also designated to publish the concurrent resolutions and that said newspaper is designated as the official newspaper of the County of Oneida for the year 2010.

APPROVED: Ways & Means Committee ()

DATED: December 16, 2009

Adopted by the following vote:
AYES __ NAYS __ ABSENT __

NOTICE IS HEREBY GIVEN that pursuant to Rule 22, a motion will be made at the December 16, 2009 meeting of this Board to suspend Rules 12 and 55 for the purpose of considering this resolution only.

Dated 11/25/09

We, the undersigned Democratic members of the Oneida County Board of Legislators, hereby petition and designate the Utica Observer Dispatch as the official newspaper representing the Democratic Party to publish the concurrent resolutions, election notices, official canvasses, local laws, notices and other matters required by law to be published in the year 2010.

Patrick A. Neelak
[Signature]
Frank W. Gallardo
William Goodman
Joseph Jurgal
Frank Luma
Mike Hamon

Oneida County Department of Traffic Safety

Division of Traffic Safety – STOP-DWI Program

Anthony J. Picente Jr.
Oneida County Executive



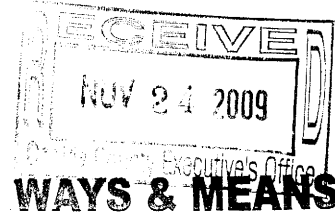
Michael S. Colangelo
STOP-DWI Administrator

FN 2009-494

PUBLIC SAFETY

November 19, 2009

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



Dear County Executive Picente:

Pursuant to Article III, Section 309 of the Oneida County Charter and Administrative Code, I hereby recommend the following appointments to the Oneida County Traffic Safety Advisory Board.

Appointment to a two year term expiring on 12/31/11.

Honorable Richard A. Flisnik, R-8
Oneida County Legislator
Oneida County Office Building
800 Park Ave
Utica NY 13501

William B. Goodman, D-13
Oneida County Legislator
Oneida County Office Building
800 Park Ave
Utica NY 13501

Raymond L. Philo
Chief of Police
New Hartford Police Department
32 Kellogg Road
New Hartford, New York 13413

Daniel English
Chief of Police
Town of Kirkland Police Department
P.O. Drawer B
Clark Mills, New York 13321

Captain Richard Antanavige
Oneida County Sheriff's Office
Law Enforcement Building
6065 Judd Road
Oriskany, New York 13424

ADA Stacey Paolozzi
District Attorney's Office
Oneida County Office Building
800 Park Ave
Utica, New York 13501

Alfred Candido, Chief of Staff
Oneida County Executive's Office
Oneida County Office Building
800 Park Ave
Utica NY 13501

Captain Edward Stevens
Rome Police Department
301 North James Street
Rome NY 13440

200 Base Road • Suite 3 • Oriskany, NY 13424
Division of Traffic Safety 315.736.8946 • STOP-DWI Program 315.736.8946
Fax: 315.736.8958 • E-mail stopdwi@ocgov.net • www.ocgov.net

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ONEIDA COUNTY LEGISLATURE
2009 DEC -7 PM 2:32

43.

Donna M. Vitagliano, President
Chief Executive Officer
Insight House
500 Whitesboro Street
Utica, New York 13502

Cassandra Sheets
Executive Director
MVCA/A
502 Court Street, Suite 401
Utica, New York 13502

Captain Lawrence Pawlinga
City of Utica Police Department
413 Oriskany Street West
Utica, New York 13501

David Tomidy, Probation Director
Oneida County Probation Dept.
Union Station, 321 Main Street
Utica, New York 13501

Captain Francis Coots
New York State Police
9017 Rte 49
Marcy, NY 13403

Patricia Washburn, President
Oneida County MADD
911 Schuyler St.
Rome, NY 13440

Michael C. Austin
Vice President – Corporate Communications
Utica National Insurance
Box 530
Utica, NY 13503

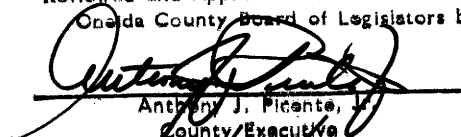
Susan Cooper
St. Elizabeth's Hospital
2209 Genesee Street
Utica NY 13501

Sincerely,



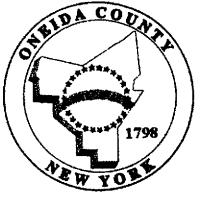
Michael S. Colangelo
Oneida County STOP-DWI Program

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



Anthony J. Picente, Jr.
County Executive

Date 12/7/09



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
2009 DEC -3 PM 2:43

7N2009-495

December 3, 2009

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

**ECONOMIC DEVELOPMENT
& TOURISM**

COURTS, LAWS & RULES

WAYS & MEANS

Honorable Members:

I am in receipt of a letter from Peter Zawko, Oneida County/Empire Zone Coordinator requesting that Oneida County enact the attached local law which will consolidate the administrative boards of the Oneida County and Rome Empire Zones.

This consolidation which has already been passed by the Rome Common Council, will allow the County to best utilize its administrative resources to maximize the effectiveness of the Empire Zones program.

I respectfully request that the Board of Legislators review and approve this local law at its earliest opportunity.

Thank you.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

Cc: Peter Zawko

45

**INTRODUCTORY
NO.**

F.N.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

**INTRODUCED BY:
2ND BY:**

**RE: LOCAL LAW APPROVING THE CONSOLIDATION OF THE ROME
EMPIRE ZONE ADMINISTRATIVE BOARD WITH THE ONEIDA COUNTY
EMPIRE ZONE ADMINISTRATIVE BOARD AND APPROVING THE
COMBINED ONEIDA COUNTY/ROME EMPIRE ZONE ADMINISTRATIVE
BOARD'S REPRESENTATION AND DESIGNATION AUTHORITY**

Legislative Intent: The intent of this Local Law is to approve the consolidation of the Rome Zone Administrative Board and the Oneida County Zone Administrative Board into a single administrative entity to be overseen and operated by the Mohawk Valley Economic Development Growth Enterprises (EDGE). The intent of such consolidation is to avoid any duplication of services to the County and the City, to maintain services at the existing level for all Empire Zone certified businesses and to promote and encourage the establishment of new businesses in the consolidated zone areas.

**BE IT ENACTED by the Board of County Legislators of the County of Oneida,
State of New York, as follows:**

Section 1. The County of Oneida does hereby authorize the consolidation of the Oneida County Zone Administrative Board with the City of Rome Zone Administrative Board to form one entity renamed the Oneida County/Rome Zone Administrative Board serving both municipalities.

Section 2. The Chairperson of the Oneida County/Rome Zone Administrative Board shall be appointed by the Oneida County Executive and shall preside at all meetings of such Zone Administrative Board as well as serve as the Chief Executive Officer of the Zone Administrative Board. The Chairperson shall be responsible for executing all agreement, contracts or other instruments as may or shall be required for administering the functions of the designated Empire Zones.

Section 3. The Vice Chairperson of the Oneida County/Rome Zone Administrative Board shall be appointed by the Mayor of the City of Rome and such Vice Chairperson shall perform such other duties as the Zone Administrative Board shall prescribe or as same are delegated to the Vice Chairperson by the Chairperson.

Section 4. Pursuant to the repeal of Section 963(a) of the General Municipal Law, as amended, the position of Zone Certification Officer has been eliminated in all of New York State's Empire Zones.

Section 5. Pursuant to Article 18-B, Section 957(e) of the General Municipal Law, as amended, the Oneida County/Rome Zone Administrative Board will henceforth consist of nine individuals, to be comprised and designated as follows:

- a. One Oneida County representative as designated by the Oneida County Executive which individual shall serve for an initial term of one year; and
- b. One City of Rome representative as designated by the Mayor of the City of Rome which individual shall serve for an initial term of one year; and
- c. One representative of the Oneida County business sector as designated by the Oneida County Executive which individual shall serve for an initial term of two years; and
- d. One representative of the City of Rome business sector as designated by the Mayor of the City of Rome which individual shall serve for an initial term of two years; and
- e. One representative of organized labor as designated by the Oneida County Executive which individual shall serve for an initial term of three years; and
- f. One representative from an educational institution as designated by the Oneida County Executive which individual shall serve for an initial term of three years; and
- g. One representative from a locally based community organization as designated by the Oneida County Executive which individual shall serve for an initial term of three years; and
- h. One resident of the Zone area as designated by the Oneida County Executive which individual shall serve for an initial term of one year; and
- i. One representative from a locally based financial institution as designated by the Oneida County Executive which individual shall serve for an initial term of two years.

Section 6. That, upon the organizational meeting of the Oneida County/Rome Zone Administrative Board, there shall be a minimum of five appointed members;

the initial terms of each member shall be entirely served or served retroactive to January 1 of the calendar year in which the organizational meeting is held; subsequent regular terms of all members shall be three years.

Section 7. Upon the call to order of such organizational meeting of the Oneida County/Rome Zone Administrative Board, both the Rome Zone Administrative Board and the Oneida County Zone Administrative Board shall be deemed dissolved.

Section 8. Said Oneida County/Rome Zone Administrative Board, pursuant to Section 963(a) of the General Municipal Law, as amended, shall recommend applicant businesses to the New York State Commissioner of Economic Development for final approval and for eligibility for those benefits set forth in Section 966 of the General Municipal Law, as amended, and such Board shall perform such other duties as may be required of it pursuant to Section 963(b) of the General Municipal Law, as amended.

This Local Law shall take effect in accordance with Section 20, 21 and 27 of the Municipal Home Rule Law.

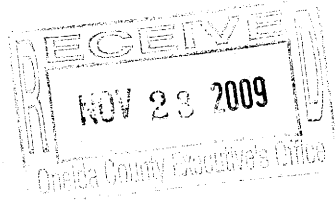
APPROVED: Economic Development Committee ()
Ways & Means Committee ()

DATED:

Adopted by the following roll call vote:
AYES ___ NAYS ___ ABSENT ___



ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION
153 Brooks Road • Rome, New York 13441-4105
315-338-0393 • 800-765-4990 • FAX 315-338-5694
E-Mail: info@mvedge.org • www.mvedge.org



November 19, 2009

Mr. Anthony J. Picente, Jr, Oneida County Executive
Oneida County Office Building
800 Park Avenue / 10th Fl
Utica NY 13501

Dear County Executive ^{TONY}~~Picente~~,

I am respectfully requesting on behalf of Mohawk Valley EDGE for Oneida County to begin consolidation of the Oneida County and City of Rome Empire Zone Administrative Boards. The Rome Common Council has unanimously approved legislation for Empire Zone Administrative Board consolidation. Oneida County must now pass companion legislation to complete the legal process.

Attached is a draft local law outlining the proposed consolidated board structure including membership, officers and designation authority. This board consolidation will position Oneida County to best utilize its administrative resources to maximize the effectiveness of the Empire Zones program.

Sincerely,

Peter Zawko
Oneida County / Rome Empire Zone Coordinator

Cc:

John Kent, Oneida County Commissioner of Planning
Tony Carvelli, Oneida County Commissioner of Finance
Shawna Papale, Sr. Vice President, Mohawk Valley EDGE



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

David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

7N2009-496

December 10, 2009

EDUCATION, YOUTH & AGRICULTURE

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

Honorable Members:

Mr. Richard P. McDonald of the Region 6, Fish & Wildlife Management Board, has notified us of terms that will expire on the Fish & Wildlife Management Board. Therefore, I recommend to you the following reappointments:

Les Porter, Legislative Representative
9692 Main St. PO Box 236
Remsen, NY 13438

Michael Clancy, Alternate
4932 Old Oneida Rd
Verona, NY 13478

Arthur Smolinski, Sportsman Representative
412 Hickory St.
Rome, NY 13440

Bernie Davies, Alternate
10085 Old State Rd.
Remsen, NY 13438

These terms will be for two (2) years beginning January 1, 2010 and ending December 31, 2011. As these appointments require Board of Legislators' approval, I ask that they be considered by the Board on **December 30th, 2009.**

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

GJF:pp

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 DEC 10 AM 11:37

SD.

REGION 6 FWMB
c/o Richard P. (Dick) McDonald
NYSDEC
Dulles State Office Building
317 Washington St.
Watertown, NY 13601-3787
(315) 785-2263

New York State
FISH AND WILDLIFE MANAGEMENT BOARD



October 5, 2009

Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, New York 13501-2977

cc: Bill Stage (Region 6 FWMB Chairman)
421 Moffett St.
Watertown, NY 13601

Re: Fish and Wildlife Management Board Appointments – Legislative Representative

Title 5, § 11-0501 of the NYS Environmental Conservation law establishes a Fish and Wildlife Management Practices Cooperative Program, which includes the commissioning of regional Fish and Wildlife Management Boards (FWMB).

A provision of the Fish and Wildlife Management Act (FWMA) allows a FWMB member to succeed him/herself for three terms, so that he/she may serve on a Regional FWMB for eight consecutive years. A former member of the Regional FWMB may be reappointed after having been off the Board for one term (two years).

The term of office of the Oneida County Legislative Representative for the Region 6 FWMB expires on December 31, 2009. This position has been held by Les Porter who is eligible for reappointment until December 31, 2015. Please assist us by alerting the Chairman of your County Board of Legislators the necessity of reappointing Mr. Porter to the Region 6 FWMB as an Oneida County Legislative Representative for the next two year term (1 Jan 2010 – 31 Dec 2011).

We would appreciate the action of your Chairman as soon as possible, so that we can hold an organizational meeting in the very near future. Please forward a copy of the Board's resolution concerning this appointment to the undersigned at the above address. Thank you for your time and assistance in this matter.

Sincerely,

Richard P. McDonald
Richard P. (Dick) McDonald
Stewardship Biologist (Aquatic)
Region 6 NYSDEC

MEMBERS: Representatives of County Boards of Supervisors/County Legislators, Landowners and Sportsmen

ADVISORY MEMBERS: New York State Department of Environmental Conservation, New York State Department of Agriculture and Markets, New York State Conservation Council, Inc., Farm Bureau of New York, New York State Grange, New York State Forest Practice Board, Izaak Walton League of America; New York State Division, New York State Soil and Water Conservation Committee, New York State College of Environmental Science and Forestry, New York State College of Agriculture and Life Sciences at Cornell University.

57.

REGION 6 FWMB
c/o Richard P. (Dick) McDonald
NYSDEC
Dulles State Office Building
317 Washington St.
Watertown, NY 13601-3787
(315) 785-2263

**New York State
FISH AND WILDLIFE MANAGEMENT BOARD**



October 5, 2009

Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, New York 13501-2977

cc: Bill Stage (Region 6 FWMB Chairman)
421 Moffett St.
Watertown, NY 13601

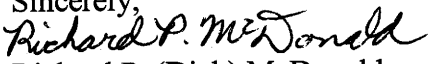
Re: Fish and Wildlife Management Board Appointments – Sportsman Representative

Title 5, § 11-0501 of the NYS Environmental Conservation law establishes a Fish and Wildlife Management Practices Cooperative Program, which includes the commissioning of regional Fish and Wildlife Management Boards (FWMB).

A provision of the Fish and Wildlife Management Act (FWMA) allows a FWMB member to succeed him/herself for three terms, so that he/she may serve on a Regional FWMB for eight consecutive years. A former member of the Regional FWMB may be reappointed after having been off the Board for one term (two years).

The term of office of the Oneida County Sportsman Representative for the Region 6 FWMB expires on December 31, 2009. This position has been held by Arthur Smolinski who is eligible for reappointment until December 31, 2015. Please assist us by alerting the Chairman of your County Board of Legislators the necessity of reappointing to replace Mr. Smolinski to the Region 6 FWMB as an Oneida County Sportsman Representative for the next two year term (1 Jan 2010 – 31 Dec 2011).

We would appreciate the action of your Chairman as soon as possible, so that we can hold an organizational meeting in the very near future. Please forward a copy of the Board's resolution concerning this appointment to the undersigned at the above address. Thank you for your time and assistance in this matter.

Sincerely,

Richard P. (Dick) McDonald
Stewardship Biologist (Aquatic)
Region 6 NYSDEC

MEMBERS: Representatives of County Boards of Supervisors/County Legislators, Landowners and Sportsmen

ADVISORY MEMBERS: New York State Department of Environmental Conservation, New York State Department of Agriculture and Markets, New York State Conservation Council, Inc., Farm Bureau of New York, New York State Grange, New York State Forest Practice Board, Izaak Walton League of America; New York State Division, New York State Soil and Water Conservation Committee, New York State College of Environmental Science and Forestry, New York State College of Agriculture and Life Sciences at Cornell University.



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

David J. Wood
Majority Leader

Michael J. Hennessy
Minority Leader

December 9, 2009

7N2009-497

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

WAYS & MEANS

Honorable Members:

Legislator Les Porter, a regional member of the NYSDEC Fish & Wildlife Board has recommended and requested passage of legislation ordering a quarantine on dogs to prevent deer depredation in Oneida County.

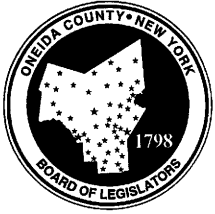
I hereby refer this matter to the Ways & Means Committee with the request that said legislation be acted upon by the full Board of Legislators at the meeting of **December 30, 2009.**

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 DEC -9 PM 3:02



ONEIDA COUNTY BOARD OF LEGISLATORS

Les Porter ♦ 9692 Main St., PO Box 236 ♦ Remsen, NY 13438 ♦ 831-2191

December 9, 2009

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

Dear Mr. Fiorini:

As a regional member of the NYSDEC Fish & Wildlife Board that is in the business of wildlife protection, I request that we pass a resolution to prevent deer depredation in Oneida County.

The resolution is usually presented for consideration in the beginning of the winter months and continues on through April 15th. Please consider this request and forward to committee and on to the full Board.

Sincerely,

Les Porter
Legislator, 6th District
Member, NYSDEC Fish & Wildlife Board

JOSEPH J. TIMPANO
Comptroller



SHERYL A. BROWN
Deputy Comptroller

DEBORAH S. JOANIS
Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

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

7/12009-498

MEMO

WAYS & MEANS

2009 DEC 15 AM 9:24
RECEIVED
ONEIDA COUNTY LEGISLATURE

TO: ANTHONY J. PICENTE, JR., COUNTY EXECUTIVE
BOARD OF LEGISLATORS *Tony*

FROM: JOSEPH J. TIMPANO, COMPTROLLER *Joe*

RE: DEBT REFINANCING

DATE: December 8, 2009

Please find attached a refunding bond resolution for adoption by the full board at their December 30, 2009 meeting.

The issues to be refunded are the 2000 and 2001 public improvement serial bonds. As of this writing the remaining par amounts are \$4,000,000 and \$6,625,000, respectfully.

Included as part of this resolution is an estimated savings plan. Notwithstanding any future volatility in market rates, total cash savings will exceed \$775,000 during the next 10 years. Over \$230,000 will be saved in 2010 alone. With our tight cash position, this amounts to a significant sum of money.

If you agree with this proposal, please forward all enclosed documents to the Clerk of the Board for committee and full board adoption.

Thank you.

Cc: Susan Crabtree, Clerk of the Board
Sheryl Brown, Deputy Comptroller

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

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

Date 12/14/09

55.



ORRICK, HERRINGTON & SUTCLIFFE LLP
666 FIFTH AVENUE
NEW YORK, NY 10103-0001
tel 212-506-5000
fax 212-506-5151
WWW.ORRICK.COM

December 7, 2009

Thomas E. Myers
(212) 506-5212 (Direct Dial)
tmyers@orrick.com

VIA E-MAIL(jtimpano@ocgov.net)

Mr. Joseph Timpano
Comptroller
County of Oneida
County Office Building
800 Park Avenue
Utica, New York 13501

2009-498

Re: Oneida County, New York
Proposed Advance Refunding Bond Resolution — 2000 and 2001 Refunded Bonds
Orrick File: 42439-2-27

Dear Joe:

Enclosed please find a form of refunding bond resolution for possible adoption by the Legislature. Prior to presentation to the Legislature, please attach as Exhibit A, the Preliminary Refunding Financial Plan prepared by RBC Capital Markets, which is dated November 24, 2009, 2:26 p.m. (copy enclosed). This resolution requires the affirmative vote of two-thirds of the voting strength of the Legislature for adoption.

Also enclosed is a Legal Notice of estoppel attached to which is a **summary form** of the Refunding Bond Resolution for publication. This summary form does not include the exhibit in order to cut down on publication costs.

We will need 2 originally certified copies of the Refunding Bond Resolution at this time. We will also need an original printer's affidavits of publication of the Legal Notice of estoppel when available.

Please do not hesitate to call if you have any questions.

With best wishes,

Very truly yours,

Thomas E. Myers

TEM/zmt
Enclosures

cc: Mr. John C. Shehadi (via e-mail)

INTRODUCTORY
NO. _____

F.N. 2009-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. _____

INTRODUCED BY: _____

2ND BY: _____

REFUNDING BOND RESOLUTION OF THE COUNTY OF ONEIDA, NEW YORK, ADOPTED DECEMBER 30, 2009, AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS, TO BE DESIGNATED SUBSTANTIALLY "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BONDS", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, County of Oneida, New York (hereinafter, the "County") heretofore issued \$16,000,000 Public Improvement (Serial) Bonds, 2000 pursuant to a bond determination certificate dated March 28, 2000 and duly executed by the County Comptroller (the "2000 Bond Certificate"), to finance the cost of various improvements in and for said County as further described in the 2000 Bond Certificate, such bonds being dated April 15, 2000 with remaining maturities on April 15 in the years 2010 through 2019, both inclusive (the "2000 Refunded Bonds"); and

WHEREAS, the County also heretofore issued \$15,574,750 Public Improvement (Serial) Bonds, 2001 pursuant to a bond determination certificate dated March 29, 2001 and duly executed by the County Comptroller (the "2001 Bond Certificate") to finance the cost of various improvements in and for said County as further described in the 2001 Bond Certificate, such bonds being dated April 15, 2001 with remaining maturities on April 15 in each of the years

2010 through 2020, both inclusive (the "2001 Refunded Bonds" and together with the 2000 Refunded Bonds, the "Refunded Bonds"); and

WHEREAS, it would be in the public interest to refund all or a portion of the outstanding principal balance of the Refunded Bonds by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will only be undertaken if it results in present value savings in debt service as required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Legislators of Oneida County, New York, as follows:

Section 1. For the object or purpose of refunding the outstanding principal balance of the Refunded Bonds as more fully set forth in the Refunding Financial Plan (hereinafter defined), including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of such Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on such Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, (iv) the redemption premium to be paid on such Refunded Bonds which are to be called prior to their respective maturities, and (v) the premium or premiums for a policy

58.

or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$11,300,000 refunding serial bonds of the County pursuant to the provisions of Section 90.10 of the Local Finance Law (the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$10,460,000, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues. The Refunding Bonds shall each be designated substantially "PUBLIC IMPROVEMENT REFUNDING (SERIAL) BOND" together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be numbered with the prefix R-10 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi-annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the County Comptroller pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph a of Section 57.00 of the Local Finance Law pursuant to subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that such Refunding Bonds may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the County Comptroller shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the County by lot in any customary manner of selection as determined by the County Comptroller. Notice of such call for redemption shall be given by mailing such notice to the registered owners not less than thirty (30) days prior to such date. Notice of redemption having been given as aforesaid, the bonds so called for redemption shall, on the date for redemption set forth in such call for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book-Entry-Only system of DTC. In the event that either DTC shall discontinue the Book-Entry-Only system or the County shall terminate its participation in such Book-Entry-Only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by

check or draft mailed by the Fiscal Agent (as hereinafter defined) to DTC, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book-Entry-Only System. Principal shall only be payable upon surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the County Comptroller as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the registered owners of the Refunding Bonds as shown on the registration books of the County maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or first business day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the County Comptroller providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the County Comptroller as fiscal agent of the County for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The County Comptroller, as chief fiscal officer of the County, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said County, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the County, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form.

The County Comptroller is hereby further delegated all powers of this Legislature with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the County by the manual or facsimile signature of the County Comptroller, and its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph j of Section 90.10 of the Local Finance Law and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the County Comptroller shall determine. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph c of

Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for each object or purpose for which such Refunded Bonds were issued is as specified the Bond Certificates which are incorporated herein by reference;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the respective period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of subdivision 1 of paragraph c of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to the Refunded Bonds is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the refunding authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings,

are set forth in Exhibit A attached hereto and made a part of this resolution. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth on Exhibit A attached hereto and made a part of this resolution. This Legislature recognizes that the Refunding Bonds may be issued in one or more series, and for only portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the County will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto as Exhibit A. The County Comptroller is hereby authorized and directed to determine the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the County Comptroller; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The County Comptroller shall file a copy of his certificate determining the details of the Refunding Bonds

and the final Refunding Financial Plan with the Clerk of the Legislature not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The County Comptroller is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said County Comptroller shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in Section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said Oneida County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall be annually levied on all the taxable real property in said County a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the County to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section 90.10 of the Local Finance Law, and the holders, from time to time, of the Refunded

OS.

Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the County shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the County hereby elects to call in and redeem each Refunded Bond which the County Comptroller shall determine to be refunded at the earliest call date available. The sum to be paid therefor on such redemption date shall be the par value thereof plus the redemption premium, as provided in the Refunded Bond Certificate, and the accrued interest to such redemption date. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the County in the manner and within the times provided in the Refunded Bond Certificate. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be

given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds shall be sold private sale to RBC Capital Markets or its successor or as otherwise determined by the County Comptroller for purchase prices to be determined by the County Comptroller, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds. Subject to the approval of the terms and conditions of such private sale by the State Comptroller as required by subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, the County Comptroller, is hereby authorized to execute and deliver a purchase contract for the Refunding Bonds in the name and on behalf of the County providing the terms and conditions for the sale and delivery of the Refunding Bonds.

Section 11. The County Comptroller and all other officers, employees and agents of the County are hereby authorized and directed for and on behalf of the County to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the County Comptroller and all powers in connection thereof are hereby delegated to the County Comptroller.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspapers of said County, together with a notice of the Clerk of the Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

APPROVED:

DATED:

Adopted by the following roll call vote:

AYES _____ NAYS _____ ABSENT _____

EXHIBIT A

PRELIMINARY REFUNDING FINANCIAL PLAN

COUNTY OF ONEIDA, NEW YORK

SAVINGS

Oneida County
Series 2009 Refunding Bonds

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 02/11/2010 @ 3.1838534%
12/31/2010	530,712.50	297,273.33	233,439.17	231,414.29
12/31/2011	1,288,275.00	1,236,450.00	51,825.00	49,316.85
12/31/2012	1,252,625.00	1,197,375.00	55,250.00	51,072.67
12/31/2013	1,216,200.00	1,163,675.00	52,525.00	47,111.11
12/31/2014	1,179,775.00	1,126,400.00	53,375.00	46,428.40
12/31/2015	1,921,656.25	1,869,600.00	52,056.25	43,979.48
12/31/2016	1,622,187.50	1,566,900.00	55,287.50	45,375.62
12/31/2017	1,553,062.50	1,497,750.00	55,312.50	44,007.27
12/31/2018	1,483,250.00	1,427,375.00	55,875.00	43,105.12
12/31/2019	1,412,750.00	1,357,250.00	55,500.00	41,516.43
12/31/2020	563,750.00	507,375.00	56,375.00	40,875.57
	14,024,243.75	13,247,423.33	776,820.42	684,202.81

Savings Summary

PV of savings from cash flow	684,202.81
Plus: Refunding funds on hand	3,986.69
Net PV Savings	688,189.50



70.

SUMMARY OF REFUNDING RESULTS

Oneida County
Series 2009 Refunding Bonds

Dated Date	02/11/2010
Delivery Date	02/11/2010
Arbitrage yield	3.183853%
Escrow yield	0.038838%
Bond Par Amount	10,460,000.00
True Interest Cost	3.247315%
Net Interest Cost	3.406285%
Average Coupon	4.516273%
Average Life	5.901
Par amount of refunded bonds	10,625,000.00
Average coupon of refunded bonds	5.082725%
Average life of refunded bonds	5.978
PV of prior debt to 02/11/2010 @ 3.183853%	11,865,892.01
Net PV Savings	688,189.50
Percentage savings of refunded bonds	6.477078%
Percentage savings of refunding bonds	6.579250%



SOURCES AND USES OF FUNDS

Oneida County
Series 2009 Refunding Bonds

Dated Date	02/11/2010
Delivery Date	02/11/2010

Sources:

Bond Proceeds:	
Par Amount	10,460,000.00
Premium	721,689.20
	<u>11,181,689.20</u>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.51
SLGS Purchases	<u>11,062,092.00</u>
	11,062,092.51

Cost of Issuance:	
Bond Counsel	22,500.00
Underwriter's Counsel	7,500.00
Financial Advisor	19,500.00
Moody's	6,700.00
Standard & Poor's	9,500.00
Fitch	6,000.00
Escrow Agent	700.00
Verification	2,200.00
Printing	3,000.00
Website Posting	600.00
Legal Notices	600.00
Incidental Expenses	<u>200.00</u>
	79,000.00

Underwriter's Discount:	
Other Underwriter's Discount	36,610.00

Other Uses of Funds:	
Additional Proceeds	3,986.69

	<u>11,181,689.20</u>
--	----------------------



BOND DEBT SERVICE

Oneida County
Series 2009 Refunding Bonds

Period Ending	Principal	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
02/11/2010					10,460,000	10,460,000
04/15/2010		77,973.33	77,973.33		10,460,000	10,460,000
10/15/2010		219,300.00	219,300.00		10,460,000	10,460,000
12/31/2010				297,273.33	10,460,000	10,460,000
04/15/2011	810,000	219,300.00	1,029,300.00		9,650,000	9,650,000
10/15/2011		207,150.00	207,150.00		9,650,000	9,650,000
12/31/2011				1,236,450.00	9,650,000	9,650,000
04/15/2012	795,000	207,150.00	1,002,150.00		8,855,000	8,855,000
10/15/2012		195,225.00	195,225.00		8,855,000	8,855,000
12/31/2012				1,197,375.00	8,855,000	8,855,000
04/15/2013	785,000	195,225.00	980,225.00		8,070,000	8,070,000
10/15/2013		183,450.00	183,450.00		8,070,000	8,070,000
12/31/2013				1,163,675.00	8,070,000	8,070,000
04/15/2014	775,000	183,450.00	958,450.00		7,295,000	7,295,000
10/15/2014		167,950.00	167,950.00		7,295,000	7,295,000
12/31/2014				1,126,400.00	7,295,000	7,295,000
04/15/2015	1,565,000	167,950.00	1,732,950.00		5,730,000	5,730,000
10/15/2015		136,650.00	136,650.00		5,730,000	5,730,000
12/31/2015				1,869,600.00	5,730,000	5,730,000
04/15/2016	1,320,000	136,650.00	1,456,650.00		4,410,000	4,410,000
10/15/2016		110,250.00	110,250.00		4,410,000	4,410,000
12/31/2016				1,566,900.00	4,410,000	4,410,000
04/15/2017	1,310,000	110,250.00	1,420,250.00		3,100,000	3,100,000
10/15/2017		77,500.00	77,500.00		3,100,000	3,100,000
12/31/2017				1,497,750.00	3,100,000	3,100,000
04/15/2018	1,305,000	77,500.00	1,382,500.00		1,795,000	1,795,000
10/15/2018		44,875.00	44,875.00		1,795,000	1,795,000
12/31/2018				1,427,375.00	1,795,000	1,795,000
04/15/2019	1,300,000	44,875.00	1,344,875.00		495,000	495,000
10/15/2019		12,375.00	12,375.00		495,000	495,000
12/31/2019				1,357,250.00	495,000	495,000
04/15/2020	495,000	12,375.00	507,375.00			
12/31/2020				507,375.00		
	10,460,000	2,787,423.33	13,247,423.33	13,247,423.33		



BOND PRICING

Oneida County
Series 2009 Refunding Bonds

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Serial Bond:	04/15/2011	810,000	3.000%	1.320%	101.955	15,835.50
	04/15/2012	795,000	3.000%	1.660%	102.853	22,681.35
	04/15/2013	785,000	3.000%	1.950%	103.218	25,261.30
	04/15/2014	775,000	4.000%	2.390%	106.362	49,305.50
	04/15/2015	1,565,000	4.000%	2.770%	105.891	92,194.15
	04/15/2016	1,320,000	4.000%	3.040%	105.366	70,831.20
	04/15/2017	1,310,000	5.000%	3.320%	110.646	139,462.60
	04/15/2018	1,305,000	5.000%	3.540%	110.283	134,193.15
	04/15/2019	1,300,000	5.000%	3.720%	109.870	128,310.00
	04/15/2020	495,000	5.000%	3.940%	108.811	43,614.45
		10,460,000				721,689.20

Dated Date	02/11/2010	
Delivery Date	02/11/2010	
First Coupon	04/15/2010	
Par Amount	10,460,000.00	
Premium	721,689.20	
Production	11,181,689.20	106.899514%
Underwriter's Discount	(36,610.00)	(0.350000)
Purchase Price	11,145,079.20	106.549514%
Accrued Interest		
Net Proceeds	11,145,079.20	



BOND SUMMARY STATISTICS

Oneida County
Series 2009 Refunding Bonds

Dated Date	02/11/2010
Delivery Date	02/11/2010
First Coupon	04/15/2010
Last Maturity	04/15/2020
Arbitrage Yield	3.183853%
True Interest Cost (TIC)	3.247315%
Net Interest Cost (NIC)	3.406285%
All-In TIC	3.385227%
Average Coupon	4.516273%
Average Life (years)	5.901
Duration of Issue (years)	5.248
Par Amount	10,460,000.00
Bond Proceeds	11,181,689.20
Total Interest	2,787,423.33
Net Interest	2,102,344.13
Bond Years from Dated Date	61,719,555.56
Bond Years from Delivery Date	61,719,555.56
Total Debt Service	13,247,423.33
Maximum Annual Debt Service	1,869,600.00
Average Annual Debt Service	1,301,602.73
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	3.500000
Total Underwriter's Discount	3.500000
Bid Price	106.549514

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	10,460,000.00	106.900	4.516%	5.901	5,710.65
	10,460,000.00			5.901	5,710.65

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,460,000.00	10,460,000.00	10,460,000.00
+ Accrued Interest			
+ Premium (Discount)	721,689.20	721,689.20	721,689.20
- Underwriter's Discount	(36,610.00)	(36,610.00)	
- Cost of Issuance Expense		(79,000.00)	
- Other Amounts			
Target Value	11,145,079.20	11,066,079.20	11,181,689.20
Target Date	02/11/2010	02/11/2010	02/11/2010
Yield	3.247315%	3.385227%	3.183853%



SUMMARY OF BONDS REFUNDED

Oneida County
Series 2009 Refunding Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2000, E00:					
SERIAL	04/15/2015	5.375%	800,000.00	04/15/2010	101.000
	04/15/2016	5.375%	800,000.00	04/15/2010	101.000
	04/15/2017	5.375%	800,000.00	04/15/2010	101.000
	04/15/2018	5.375%	800,000.00	04/15/2010	101.000
	04/15/2019	5.375%	800,000.00	04/15/2010	101.000
			4,000,000.00		
Series 2001, E01:					
SERIAL	04/15/2011	4.500%	775,000.00	04/15/2010	102.000
	04/15/2012	4.700%	775,000.00	04/15/2010	102.000
	04/15/2013	4.700%	775,000.00	04/15/2010	102.000
	04/15/2014	4.700%	775,000.00	04/15/2010	102.000
	04/15/2015	4.750%	775,000.00	04/15/2010	102.000
	04/15/2016	4.750%	550,000.00	04/15/2010	102.000
	04/15/2017	4.750%	550,000.00	04/15/2010	102.000
	04/15/2018	5.000%	550,000.00	04/15/2010	102.000
	04/15/2019	5.000%	550,000.00	04/15/2010	102.000
	04/15/2020	5.000%	550,000.00	04/15/2010	102.000
			6,625,000.00		
			10,625,000.00		



PRIOR BOND DEBT SERVICE

Oneida County
Series 2009 Refunding Bonds

Series 2000 (E00)

Period Ending	Principal	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
02/11/2010					4,000,000	4,000,000
04/15/2010		107,500	107,500		4,000,000	4,000,000
10/15/2010		107,500	107,500		4,000,000	4,000,000
12/31/2010				215,000	4,000,000	4,000,000
04/15/2011		107,500	107,500		4,000,000	4,000,000
10/15/2011		107,500	107,500		4,000,000	4,000,000
12/31/2011				215,000	4,000,000	4,000,000
04/15/2012		107,500	107,500		4,000,000	4,000,000
10/15/2012		107,500	107,500		4,000,000	4,000,000
12/31/2012				215,000	4,000,000	4,000,000
04/15/2013		107,500	107,500		4,000,000	4,000,000
10/15/2013		107,500	107,500		4,000,000	4,000,000
12/31/2013				215,000	4,000,000	4,000,000
04/15/2014		107,500	107,500		4,000,000	4,000,000
10/15/2014		107,500	107,500		4,000,000	4,000,000
12/31/2014				215,000	4,000,000	4,000,000
04/15/2015	800,000	107,500	907,500		3,200,000	3,200,000
10/15/2015		86,000	86,000		3,200,000	3,200,000
12/31/2015				993,500	3,200,000	3,200,000
04/15/2016	800,000	86,000	886,000		2,400,000	2,400,000
10/15/2016		64,500	64,500		2,400,000	2,400,000
12/31/2016				950,500	2,400,000	2,400,000
04/15/2017	800,000	64,500	864,500		1,600,000	1,600,000
10/15/2017		43,000	43,000		1,600,000	1,600,000
12/31/2017				907,500	1,600,000	1,600,000
04/15/2018	800,000	43,000	843,000		800,000	800,000
10/15/2018		21,500	21,500		800,000	800,000
12/31/2018				864,500	800,000	800,000
04/15/2019	800,000	21,500	821,500			
12/31/2019				821,500		
	4,000,000	1,612,500	5,612,500	5,612,500		



PRIOR BOND DEBT SERVICE

Oneida County
Series 2009 Refunding Bonds

Series 2001 (E01)

Period Ending	Principal	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
02/11/2010					6,625,000	6,625,000
04/15/2010		157,856.25	157,856.25		6,625,000	6,625,000
10/15/2010		157,856.25	157,856.25		6,625,000	6,625,000
12/31/2010				315,712.50	6,625,000	6,625,000
04/15/2011	775,000	157,856.25	932,856.25		5,850,000	5,850,000
10/15/2011		140,418.75	140,418.75		5,850,000	5,850,000
12/31/2011				1,073,275.00	5,850,000	5,850,000
04/15/2012	775,000	140,418.75	915,418.75		5,075,000	5,075,000
10/15/2012		122,206.25	122,206.25		5,075,000	5,075,000
12/31/2012				1,037,625.00	5,075,000	5,075,000
04/15/2013	775,000	122,206.25	897,206.25		4,300,000	4,300,000
10/15/2013		103,993.75	103,993.75		4,300,000	4,300,000
12/31/2013				1,001,200.00	4,300,000	4,300,000
04/15/2014	775,000	103,993.75	878,993.75		3,525,000	3,525,000
10/15/2014		85,781.25	85,781.25		3,525,000	3,525,000
12/31/2014				964,775.00	3,525,000	3,525,000
04/15/2015	775,000	85,781.25	860,781.25		2,750,000	2,750,000
10/15/2015		67,375.00	67,375.00		2,750,000	2,750,000
12/31/2015				928,156.25	2,750,000	2,750,000
04/15/2016	550,000	67,375.00	617,375.00		2,200,000	2,200,000
10/15/2016		54,312.50	54,312.50		2,200,000	2,200,000
12/31/2016				671,687.50	2,200,000	2,200,000
04/15/2017	550,000	54,312.50	604,312.50		1,650,000	1,650,000
10/15/2017		41,250.00	41,250.00		1,650,000	1,650,000
12/31/2017				645,562.50	1,650,000	1,650,000
04/15/2018	550,000	41,250.00	591,250.00		1,100,000	1,100,000
10/15/2018		27,500.00	27,500.00		1,100,000	1,100,000
12/31/2018				618,750.00	1,100,000	1,100,000
04/15/2019	550,000	27,500.00	577,500.00		550,000	550,000
10/15/2019		13,750.00	13,750.00		550,000	550,000
12/31/2019				591,250.00	550,000	550,000
04/15/2020	550,000	13,750.00	563,750.00			
12/31/2020				563,750.00		
	6,625,000	1,786,743.75	8,411,743.75	8,411,743.75		



ESCROW CASH FLOW

Oneida County
Series 2009 Refunding Bonds

Date	Principal	Interest	Net Escrow Receipts	Present Value to 02/11/2010 @ 0.0388381%
04/15/2010	11,062,092.00	763.74	11,062,855.74	11,062,092.00
	11,062,092.00	763.74	11,062,855.74	11,062,092.00

Escrow Cost Summary

Purchase date	02/11/2010
Purchase cost of securities	11,062,092.00
Target for yield calculation	11,062,092.00



79.

ESCROW DESCRIPTIONS

Oneida County
Series 2009 Refunding Bonds

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Feb 11, 2010:						
SLGS	Certificate	04/15/2010	04/15/2010	11,062,092	0.040%	0.040%
				11,062,092		

SLGS Summary

SLGS Rates File 30NOV09
Total Certificates of Indebtedness 11,062,092.00



80.

ESCROW STATISTICS

Oneida County
Series 2009 Refunding Bonds

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 11,062,092.51	0.178	0.038838%	0.038838%	11,000,905.74	61,186.76	0.01
11,062,092.51				11,000,905.74	61,186.76	0.01

Delivery date 02/11/2010
Arbitrage yield 3.183853%



81.

ESCROW SUFFICIENCY

Oneida County
Series 2009 Refunding Bonds

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
02/11/2010		0.51	0.51	0.51
04/15/2010	11,062,856.25	11,062,855.74	(0.51)	
	11,062,856.25	11,062,856.25	0.00	



82.

ESCROW REQUIREMENTS

Oneida County
Series 2009 Refunding Bonds

Period Ending	Interest	Principal Redeemed	Redemption Premium	Total
04/15/2010	265,356.25	10,625,000.00	172,500.00	11,062,856.25
	265,356.25	10,625,000.00	172,500.00	11,062,856.25



83.

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
Paul J. Hernon
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.

Todd C. Carville
Robert L. Bauer
Michael R. Nolan
Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline

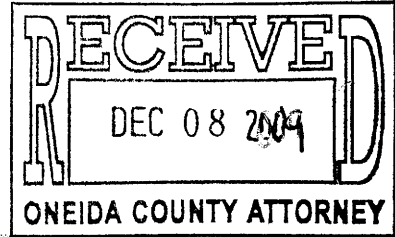
7-12009-499

PUBLIC SAFETY

WAYS & MEANS

November 18, 2009

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



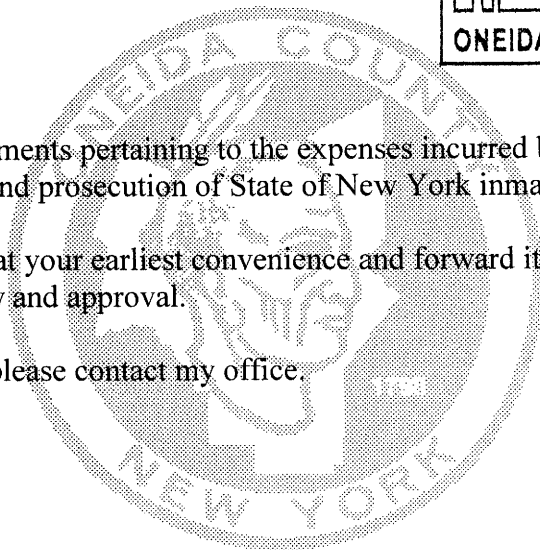
Dear Mr. Picente:

Enclosed herewith are documents pertaining to the expenses incurred by this office with regard to the investigation and prosecution of State of New York inmates.

Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

If you have any questions, please contact my office.

Thank you.



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

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

Date 12/14/09

Sincerely,

Scott D. McNamara

Scott D. McNamara
Oneida County District Attorney

SDM/jb

Encs. State Billing 2009 Summary of Cases/Certification
Proposed Resolution
State Aid Voucher

2009 DEC 15 AM 9:20

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ONEIDA COUNTY LEGISLATURE

**STATE BILLING 2009
SUMMARY OF CASES**

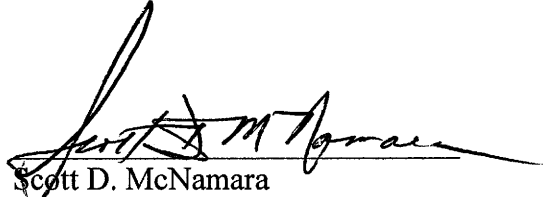
INMATE	TOTAL
Noel F. Kane	282.75
Tamar Marshall	402.32
Richard Matthews	372.39
Jordan Mohammed	131.96
Christopher Moore	3,423.98
Eric Ortiz	137.73
Joel Perez	136.72
Salvatore Piccarillo	115.42
Timothy Reeves	110.75
Armando Reyes	470.48
Jose Santos	225.34
Ransom Z. Smith	269.02
Carlos Sosa	83.43
Louis Velez	437.00
Kirk Williams	277.05
Emily Cancel	182.13
Ruben Castro	149.67
Walter Daniels	103.42
Ryan Diggs	229.44
Hector Fernandez	207.50
Chearrod Footman	203.33
Marvin J. Garcia	199.03
Derlmont Jordan	243.97
Abiodun Knox	68.81
Dennis Machca	261.10
Miguel Melendez	209.73
Theresa Price	127.36
Jose Torres	204.55
John Wooten	309.49
Rashawn Scott	655.32
Tyrone King	277.05
Raymond Diaz	286.56
Brian H. Bailey	1,473.36
John M. Cush	292.67
George Geer	193.56
Total	12,754.39

Time expected on 11/03/09 by Secretary to the District Attorney, Jennifer M. Bailey preparing state billing for reimbursement: (4 hours at \$15.68 per hour = \$62.72 plus 30% in fringe benefits = \$81.54)

Total **\$81.54**

Grand Total **\$12,835.93**

I hereby certify that the above expenses were incurred with regard to the investigation and prosecution of the above-entitled matters.


Scott D. McNamara
Oneida County District Attorney



Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

7/12009-500

December 1, 2009

PUBLIC HEALTH

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



Dear Mr. Picente:

Pursuant to the Board of Legislators Resolution #291 of 1977 and the Oneida County Charter and Administrative Code, I hereby recommend the appointment of Gail F. Miskowiec to the Oneida County Office for the Aging/Office of Continuing Care Advisory Council to succeed and complete the term of Kathleen Bishop who has resigned as member of the council on September 24, 2009.

Ms. Miskowiec's term would begin in January 2010 and expire in 2012. For your review a copy of her resume is attached.

I respectfully request that you approve this appointment and forward to the County Board of Legislators.

Sincerely,

Michael J. Romano
Director

Enclosure

MJR:paa

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

Anthony J. Picente, Jr.
County Executive

Date 12/14/09

2009 DEC 15 AM 9:19
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ONEIDA COUNTY LEGISLATURE

Gail F. Miskowiec

643 Pauline Avenue, Utica, NY (315) 733-0846 miskgfm@adelphia.net

- Objective** To maximize my skills in a management position within a private agency working with persons with developmental disabilities.
- Experience**
- Director of Day Services
9/2000 to Present – The Arc, Oneida-Lewis Chapter, Utica, NY
- Oversee nine certified day programs in a two county area
 - Supervise 140 staff
 - Oversee a \$5million budget
 - Ensure every program operates in accordance with OMRDD regulations and follows agency and department policies and procedures
 - Program development as warranted
- Quality Assurance Coordinator
10/1998 to 9/2000 – The Arc, Oneida-Lewis Chapter, Utica, NY
- Ensure regulatory compliance of all agency programs
 - Serve as the coordinator for all agency incident reports
 - Chair committees as assigned by the executive director
 - Assist all directors with plans of correction and quality improvement plans.
- Program Director
5/1996 to 10/1998 and 8/1990 to 8/1993 – The Arc, Oneida-Lewis Chapter, Utica, NY
- Provide on-site supervision of day treatment program including health, safety and general well being
 - Ensure individuals are engaged in meaningful activities at all times
 - Ensure the program operated according to OMRDD regulations
 - Provide staff mentoring and direction
- Vice President
8/1993 to 7/1995 – Adventures Unlimited, Westmoreland, NY
- Plan and implement all vacation opportunities
 - Budget for every planned trip
 - Provide direct supervision of all individuals on every trip
- Education** New School for Social Research, New York, NY
Graduated January 1999
- Masters of Science
- Interests** I enjoy golf, volleyball, reading, and traveling.
- References** References are available on request.

SS

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

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

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

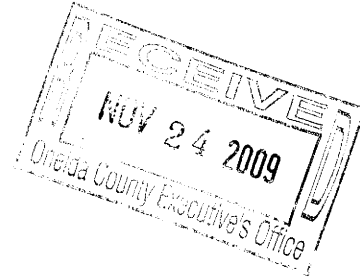
7A12009-501

November 23, 2009

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

PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente,

Per Resolution No. 323 dated September 30, 2009, Oneida County approved the Agreements with Municipalities for the Control of Ice and Snow on County Roads for the 2009/2010, 2010/2011 and 2011/2012 Snow Seasons. The new contract provides for an increased payment to \$5,000/mile to take effect for the months of November and December 2009 whereas the increase in prior agreements started in January ending in December. This change makes it necessary to request a Board Transfer so these payments to the towns can be processed for the 2009 fiscal year. The increased payments are shown on the attached chart.

The applied for transfer is in appropriation accounts as follows:

From:	AAD5110.413	Maintenance of Highways & Bridges Rent/Lease-Equipment	\$72,085
To:	AAD5142.495	County Snow, Other Expenses	\$72,085

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board *at the Board's earliest opportunity*.

Thank you in advance for your consideration.

Sincerely,

John J. Williams
Commissioner

By,

Dennis S. Davis
Deputy Commissioner
Highways, Bridges and Structures

DSD/mk
Enclosure

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

Anthony J. Picente, Jr.
County Executive
Date 12/14/09

2009 DEC 15 AM 9:22
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ONEIDA COUNTY LEGISLATURE

	ONEIDA COUNTY	2009	2009-10	Nov & Dec
	CENTER LANE	COST at	COST at	Increase FY
TOWNS	MILES CONTRACTED	\$4,550/mile	\$5,000/mile	To Towns
	BY THE TOWNS			
	per mile	4,550.00	5,000.00	135.00
ANNSVILLE	17.30	78,715.00	86,500.00	2,335.50
AVA	15.67	71,298.50	78,350.00	2,115.45
BOONVILLE	17.86	81,263.00	89,300.00	2,411.10
BRIDGEWATER	13.39	60,924.50	66,950.00	1,807.65
CAMDEN	25.93	117,981.50	129,650.00	3,500.55
DEERFIELD	17.83	81,126.50	89,150.00	2,407.05
FLORENCE	9.26	42,133.00	46,300.00	1,250.10
FLOYD	31.21	142,005.50	156,050.00	4,213.35
FORESTPORT	15.37	69,933.50	76,850.00	2,074.95
KIRKLAND	26.15	118,982.50	130,750.00	3,530.25
LEE	22.71	103,330.50	113,550.00	3,065.85
MARCY	26.83	122,076.50	134,150.00	3,622.05
MARSHALL	15.02	68,341.00	75,100.00	2,027.70
NEW HARTFORD	20.51	93,320.50	102,550.00	2,768.85
PARIS	27.82	126,581.00	139,100.00	3,755.70
REMSEN	21.38	97,279.00	106,900.00	2,886.30
ROME	14.75	67,112.50	73,750.00	1,991.25
SANGERFIELD	15.37	69,933.50	76,850.00	2,074.95
STEUBEN	22.29	101,419.50	111,450.00	3,009.15
TRENTON	29.15	132,632.50	145,750.00	3,935.25
VERNON	25.03	113,886.50	125,150.00	3,379.05
VERONA	32.26	146,783.00	161,300.00	4,355.10
VIENNA	20.28	92,274.00	101,400.00	2,737.80
WESTERN	16.86	76,713.00	84,300.00	2,276.10
WESTMORELAND	33.73	153,471.50	168,650.00	4,553.55
TOTAL	533.96	2,429,518.00	2,669,800.00	72,084.60

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

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

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

December 7, 2009

FN 2009-502

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

PUBLIC WORKS WAYS & MEANS

2009 DEC 15 AM 9:21

RECEIVED
ONEIDA COUNTY LEGISLATURE

Dear County Executive Picente,

In 2010 the New York State Department of Transportation will complete a bridge deck repair project on Miller Road (County Route 31) over NYS Routes 8 and 12 in the Town of Deerfield. NYSDOT proposes to close Miller Road (County Route 31) to through traffic and utilize an off-site detour. Section 42 of the New York State Highway Law requires that Oneida County adopt the enclosed Detour Resolution allowing NYSDOT to utilize Miller Road (County Route 31) and Trenton Road (County Route 91) in the Town of Deerfield as part of the off-site detour.

Please note that the road closure will coincide with the Whitesboro School District's summer vacation (June 28, 2010 to September 7, 2010) with liquidated damages assessed for exceeding that duration.

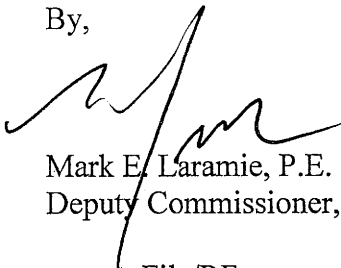
If you concur, please have the Oneida County Board of Legislators consider the enclosed documents and proposed resolution. If the resolution is adopted by the Oneida County Board of Legislators please request that the Clerk of the Board return five (5) certified resolutions to Mark Laramie by **January 14, 2009**, for further processing.

Thank you for your continued support.

Sincerely,

John J. Williams
Commissioner of Public Works

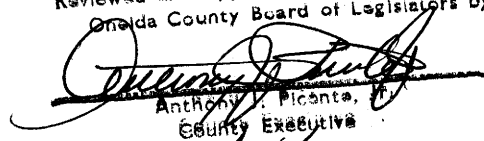
By,



Mark E. Laramie, P.E.
Deputy Commissioner, Division of Engineering

cc: File/RF

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



Anthony J. Picente, Jr.
County Executive

Date: 12/14/09

911.

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **New York State Department of Transportation**

Title of Activity or Service: **Request for Detour Route Authorization**

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services:

Request for resolution authorizing NYSDOT to utilize Miller Road (County Route 31) and Trenton Road (County Route 91) as part of off-site detour route.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested: **\$0.00**

Oneida County Department Funding Recommendation: **\$0.00** Account # _____

Proposed Funding Source: Federal _____ State _____ County _____

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION 2
207 GENESEE STREET
UTICA, NEW YORK 13501
www.nysdot.gov

RECEIVED
NOV
Rec'd
COMMISSIONER'S OFFICE

MICHAEL A. SHAMMA, P.E.
REGIONAL DIRECTOR

STANLEY GEE
ACTING COMMISSIONER

Design Group: (315) 793-2429

November 20, 2009

John J. Williams, Commissioner
Oneida County Department of Public Works
6000 Airport Road
Oriskany, NY 13424

**RE: P.I.N. 2805.18 – BRIDGE DECK REPAIR PROJECT 10:
MILLER ROAD OVER ROUTES 8 AND 12 (BIN 1090460).
TOWN OF DEERFIELD, ONEIDA COUNTY**

Dear Mr. Williams

As per Oneida County D.P.W. Deputy Commissioner Dennis Davis's discussion with N.Y.S.D.O.T. Project Team Leader Steve Emrich, the New York State Department of Transportation is currently in the final design stage of a bridge deck repair project. During construction at the subject bridge site, N.Y.S.D.O.T. proposes to close Miller Road (County Route 31) to through traffic, and utilize an off-site detour. Under Section 42 of the New York State Highway Law, we request to utilize Miller Road (County Route 31) and Trenton Road (County Route 91) in the Town of Deerfield, Oneida County to detour traffic during construction. The subject site is anticipated to be constructed between June 2010 and October 2010.

Attached please find a Detour Resolution, a Location Map, a Plan View of the proposed detour route traffic control plan and a Special Note that will be placed in the contract documents. The Special Note will restrict the contractor to a road closure at Miller Road to coincide with the Whitesboro School District's summer vacation (June 28, 2010 to September 7, 2010) with liquidated damages assessed for exceeding that duration. Please have the Oneida County Board of Legislators review these documents and have the Clerk of the Board return five (5) certified copies of the Detour Resolution to this office by January 14, 2010.

John J. Williams, Commissioner
Page 2
November 20, 2009

If you have any questions or comments regarding the project, please contact Steve Emrich at (315) 793-2736.

Sincerely,



Stephen J. Zywiak, P.E.
Regional Design Engineer

Attachments: Detour Resolution
 Location Map
 Plan View of Detour
 Special Note

cc: S. Emrich, Structures Design Project Team Leader (via email)

DETOUR RESOLUTION

RESOLUTION # 1

WHEREAS, the New York State Department of Transportation proposes to repair the Miller Road (County Route 31) over State Routes 8 and 12 Bridge (BIN 1090460), in the Town of Deerfield, Oneida County.

WHEREAS, in conformance with Section 42 of the New York State Highway Law, the New York State Department of Transportation proposes to utilize the following roads as a detour route during the period of construction. From Miller Road (County Route 31) to Trenton Road (County Route 91) to Glass Factory Road interchange, to State Route 8 and 12 to State Route 8, to Roberts Road to Miller Road (County Route 31) in the Town of Deerfield, Oneida County.

WHEREAS, the New York State Department of Transportation will provide traffic control devices and repairs where necessary to the above mentioned roads to make them adequate to handle additional detour traffic. The existing Miller Road (County Route 31) and Trenton Road (County Route 91) will be returned to Oneida County in the same condition the roads were prior to activation of the detour.

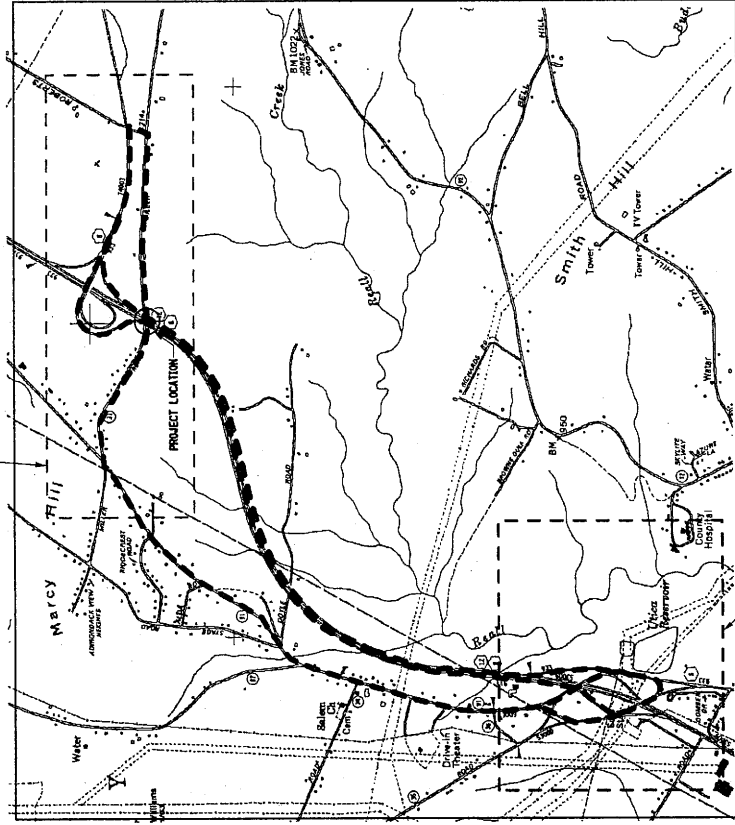
NOW THEREFORE BE IT RESOLVED: that the Oneida County Board of Legislators does hereby authorize the New York State Department of Transportation to utilize Miller Road (County Route 31) and Trenton Road (County Route 91) as a detour route during the period of construction.

BE IT FURTHER RESOLVED: that Oneida County will continue to provide routine maintenance on the above mentioned road, including snow and ice control.

BE IT FURTHER RESOLVED: that the Clerk of the Board of Legislators is hereby directed to transmit five (5) certified copies of this resolution to the New York State Department of Transportation.

(WITNESS by hand and the seal of said County this _____ day of _____

95.



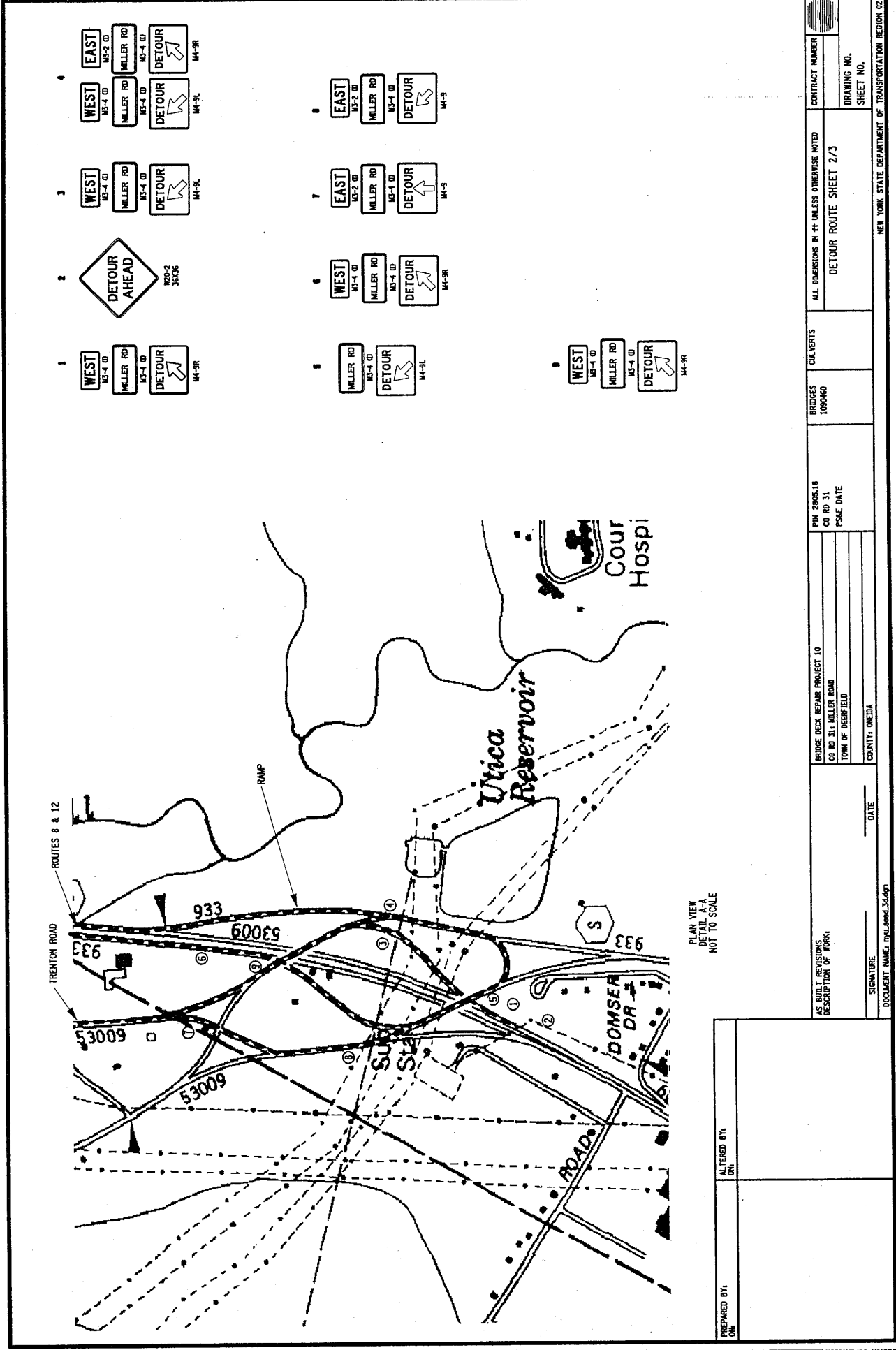
DETAIL A-4
 DETOUR ROUTE SHEET 2/3

- WORK ZONE TRAFFIC CONTROL**
- ALL SIGNS AND WORK ZONE TRAFFIC CONTROL DEVICES SHALL MEET THE REQUIREMENTS OF THE MUTCD AND THE NYS STANDARD SPECIFICATIONS.
 - THE DETOUR ROUTE SHALL NOT BE OPERATIONAL UNTIL ALL OF THE SIGNS ARE IN PLACE. DURING INSTALLATION OF SIGNS BEFORE ACTUAL OPERATION, ALL TEMPORARY DETOUR SIGN FACES SHALL BE COVERED.
 - AT EACH APPROACH (+/- 350 FT.) TO THE WORK ZONE, ITEM 619.1702 (2) BARRICADES SHALL BE PLACED IN CONJUNCTION WITH "BRIDGE CLOSED" 611-72 SIGNS. EACH BARRICADE SHALL BE EQUIPPED WITH 2 TYPE A LOW INTENSITY FLASHING WARNING LIGHTS.
 - ALL PERMANENT SIGNS THAT ARE IN CONFLICT WITH THE TEMPORARY DETOUR SHALL BE COVERED IN ACCORDANCE WITH STANDARD SPECIFICATION 617-266 SECTION 11.
 - ALL WORK ZONE TRAFFIC CONTROL FOR THIS SITE, EXCEPT THE TYPE III BARRICADES, SHALL BE PAID FOR UNDER ITEM 619.01, BASIC WORK ZONE TRAFFIC CONTROL.
 - ANY ADDITIONAL DETOUR STORAGE ABOVE SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 619.01.

PREPARED BY: GYN	ALTERED BY: GYN
---------------------	--------------------

BRIDGE DECK REPAIR PROJECT 10 CO RD 311 MILLER ROAD TOWN OF DEERFIELD COUNTY: ONEIDA	BRIDGES 1090460	CULVERTS	CONTRACT NUMBER
AS BUILT REVISIONS DESCRIPTION OF WORK	PI. 2805.18 CO RD 31 PS&E DATE 1/14/2010	DETOUR ROUTE 1/3 MILLER ROAD OTHER ROUTES 8 & 12	DRAWING NO. SHEET NO.
SIGNATURE _____ DATE _____	DOCUMENT NAME: 280518.DWG DETOUR PLAN	NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 02	

96



FILE NAME = NYRoad.dwg
 DATE/TIME = 19-MAR-2009 10:29
 USER = rthomaz@esri.com
 DESIGN SUPERVISOR S. EATICH
 JOB MANAGER M. AGHILI
 DESIGNED BY R. BLOOMQUIST
 CHECKED BY ESTIMATED BY
 DRAFTED BY R. BLOOMQUIST
 CHECKED BY

PREPARED BY: _____
 ON: _____

ALTERED BY: _____
 ON: _____

BRIDGE DECK REPAIR PROJECT ID
 CO RD 31 MILLER ROAD
 TOWN OF DEERFIELD
 COUNTY, ONTARIO

SIGNATURE _____ DATE _____

DOCUMENT NAME: NYRoad.dwg

FOR 2005.10
 CO RD 31
 PS&E DATE

BRIDGES
 1000460

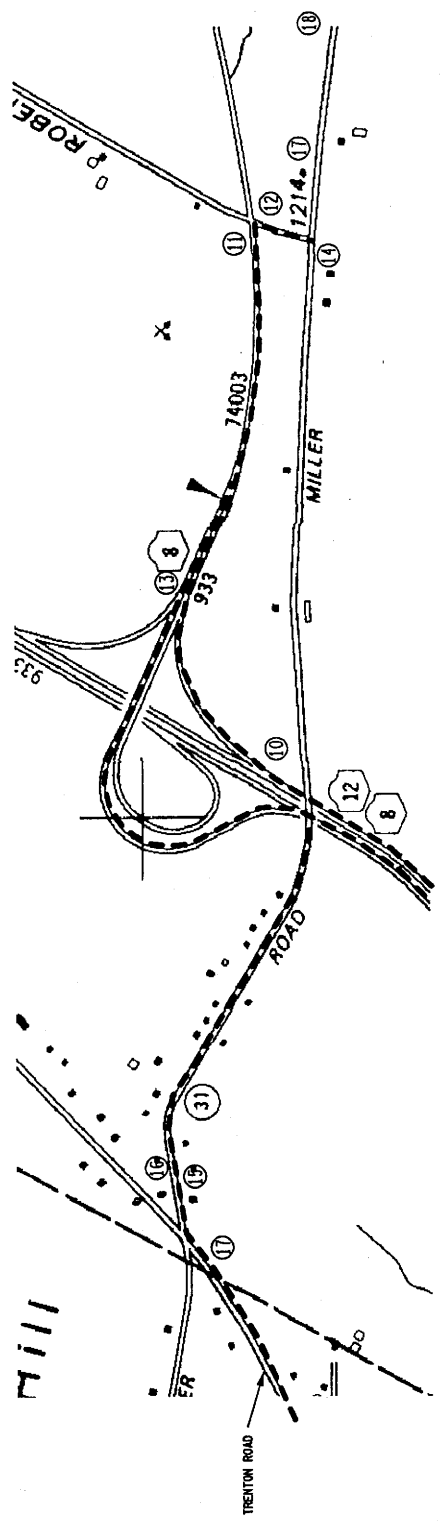
CHANGERS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED
 DETOUR ROUTE SHEET 2/3

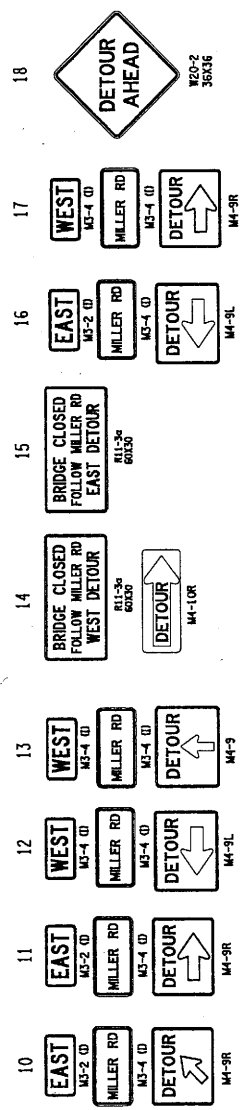
CONTRACT NUMBER
 DRAWING NO.
 SHEET NO.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 02

97



PLAN VIEW
DETAIL B-B
NOT TO SCALE



DESIGNED BY: ONE	PREPARED BY: ONE	ALTERED BY: ONE	DATE
---------------------	---------------------	--------------------	------

AS BUILT NOTATIONS DESCRIPTION OF WORK:	BRIDGE DECK REPAIR PROJECT 10 CO RD 371 MILLER ROAD TOWN OF DEERFIELD COUNTY: ONEIDA	PIN 280518 CO RD 31 PS&E DATE	BRIDGES 1090460	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
SIGNATURE	DATE				DETOUR ROUTE SHEET 3/3	DRAWING NO. SHEET NO.
DOCUMENT NUMBER: 280518.CPR.DETOUR.DGN					MILLER ROAD ROUTES 31 & 12	

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 02

SPECIAL NOTE

DESCRIPTION OF INCENTIVE/DISINCENTIVE WORK MILLER ROAD OVER ROUTES 8 AND 12

General Description of Work:

The Contractor shall establish the detour route for Miller Road as detailed in the contract plans. The Contractor shall then repair the Miller Road over Routes 8 and 12 bridge as described below, and reestablish traffic on Miller Road.

Road Closure Duration:

The contractor shall be allowed to close the Miller Road over Routes 8 and 12 bridge to through traffic between June 28, 2010 and September 7, 2010. The contractor may perform work in the roadway at this site (utilizing flag persons or other approved methods) outside the permanent closure of the roadway. These temporary closures will not count against the I/D time period.

Work To Be Completed During the Incentive/Disincentive Period:

The following work shall be completed prior to the activation of the Miller Road off site detour.

1. The detour route signing shall be in place.
2. The onsite bridge traffic control shall be installed as per plans.

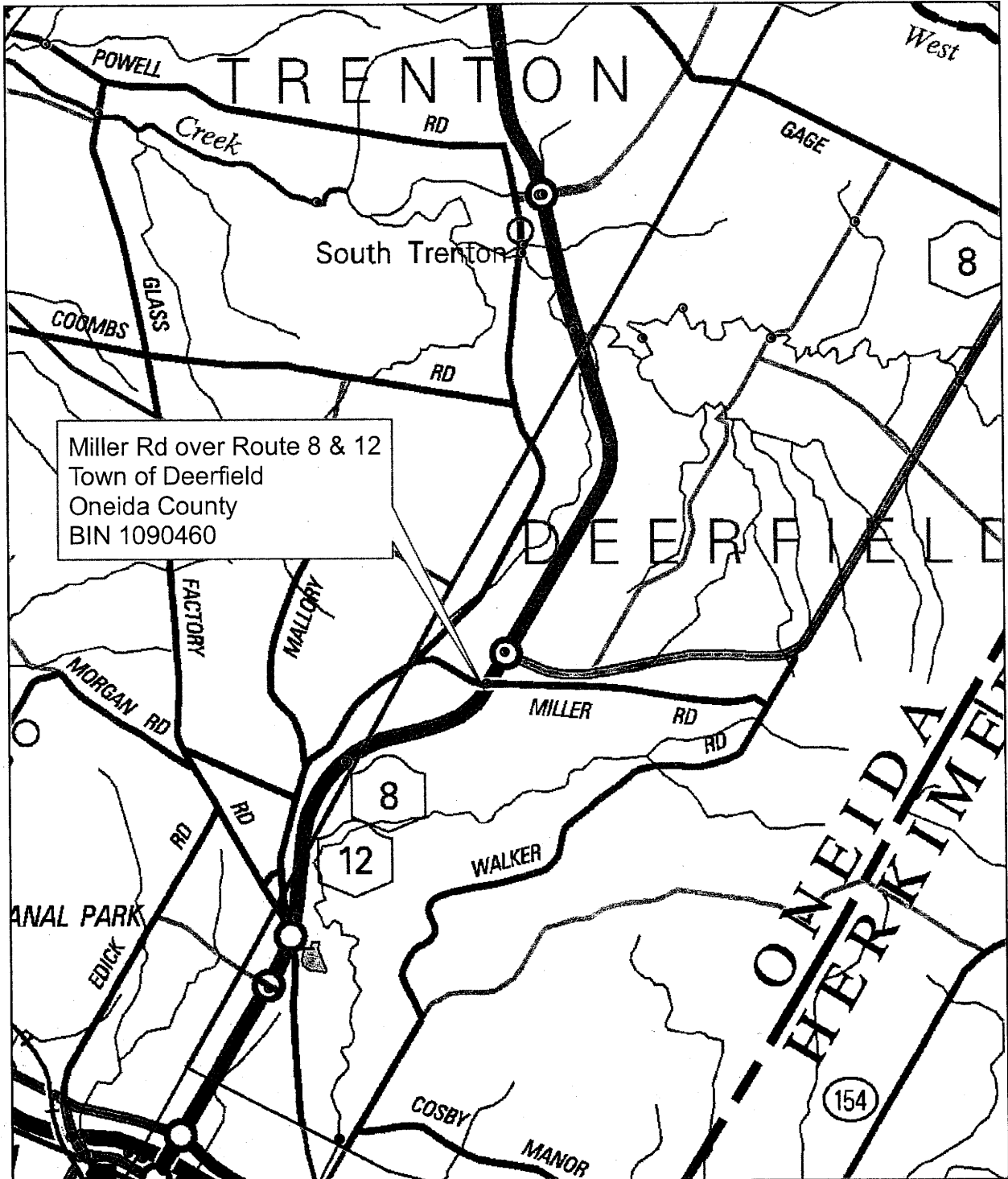
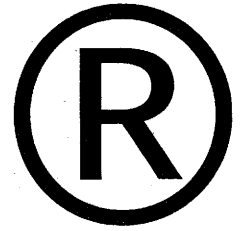
The work to be completed before the roadway is reopened to through traffic shall include, but is not limited to:

1. Miller Road over Routes 8 and 12 bridge deck inlay shall be complete and cured.
2. Miller Road over Routes 8 and 12 bridge joints shall be complete and cured.

Incentive/Disincentive Cost:

For each additional calendar day that the roadway is closed to through traffic other than between June 28, 2010 and September 7, 2010, the contractor shall be assessed liquidated damages of \$3,000.00 per day. For each calendar day before September 7, 2010 (up to a maximum of 5 days) the roadway is opened to through traffic, the contractor shall be paid \$3,000.00 per day.

PIN 2805.18
Miller Rd over Route 8 & 12
BIN 1090460



0 0.375 0.75 1.5 2.25 3 Miles

100.

Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.
County Executive

JOHN J. WILLIAMS
Commissioner

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

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

7N2009-503

November 24, 2009

PUBLIC WORKS

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2009 DEC 15 AM 9:21

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

Dear County Executive Picente:

This letter is a request for the consideration and approval of the attached shared services and equipment agreement between the People of the State of New York acting by and through the Commissioner of Transportation of the State of New York and the County of Oneida. These agreements mirror the Shared Services and Equipment Agreement that Oneida County has with various municipalities with the exception that it has an Appendix A attached that is a Standard Clause for the NYS Contracts. There is no funding needed for this agreement.

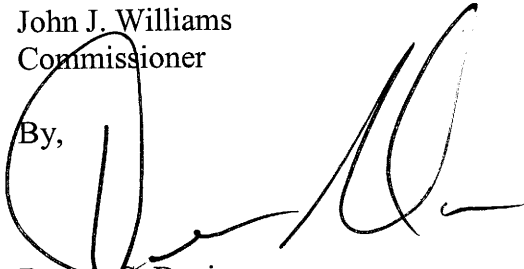
Once approved, six (6) original agreements, along with six (6) certified copies of the Resolution, will be forwarded to the NYSDOT and the State Comptroller for signature.

If you concur with this request, kindly forward to the Public Works and Ways and Means Committees to review as their schedules permit, with presentation to the Board of Legislators at their regularly scheduled meeting.

Sincerely,

John J. Williams
Commissioner

By,


Dennis S. Davis
Deputy Commissioner
Highways, Bridges and Structures

JJW/mk
Attach.

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


Anthony J. Picente, Jr.
County Executive

Date 12/14/09

cc: Thomas Keeler - Budget Director
Joseph Timpano - Comptroller

101.

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: NYSDOT

Title of Activity or Service: Shared Services and Equipment Agreements

Client Population/Number to be Served: N/A

Summary Statements:

1) Narrative Description of Proposed Services: State and County agreement to mutually agree to share services, exchange, borrow or lend materials, machinery or equipment. Agreement is mirrored from the Shared Services Agreement that the County has with various municipalities with the exception that it has an Appendix A which is a Standard Clause of the New York State Contracts.

2) Program/Service Objectives and Outcomes: to utilize existing resources to accomplish a common goal

3) Program Design and Staffing Level: N/A

Total Funding Requested: None

Oneida County Department Funding Recommendation: _____ Account # _____

Proposed Funding Source: Federal _____ State _____ County _____

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

JOHN J. WILLIAMS
Commissioner

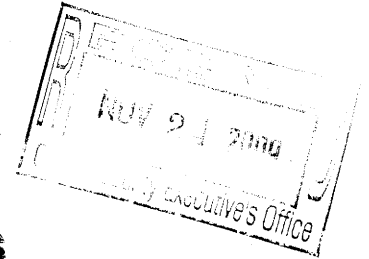
6000 Airport Road
Oriskany, New York 13424
Phone: (315) 793-6235
Fax: (315) 768-6299

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

November 5, 2009

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

7N2009-504
PUBLIC WORKS



WAYS & MEANS

Dear County Executive Picente,

The owner, Paul Deptola, of a fire damaged property located at 302 Church St., Rome, NY has approached the Department of Public Works regarding a possible sale to Oneida County. The property is immediately adjacent to the Rome Courthouse and an existing property owned by Oneida County that is currently used for public parking. Acquisition of the 302 Church St. property would allow construction of additional and much needed public parking. The enclosed aerial photograph shows the location and proximity of each property.

The Department of Public Works entered into negotiations with Mr. Deptola and arrived at a proposed sale price of \$10,000.00. Enclosed is a purchase/sale contract for this amount executed by Mr. Deptola. The total cost estimate for redevelopment of 302 Church St. and the adjacent County owned parking lot is approximately \$90,000.00. Capital Project H-244, Demolition of Structures, has sufficient unencumbered funds to cover asbestos abatement and demolition costs which would be approximately \$20,000.00. Therefore, approximately \$80,000.00 of additional funding would be required to acquire 302 Church St. and complete all work.

If you concur, please forward the enclosed purchase/sale contract and a request for funding to the Oneida County Board of Legislators for consideration. If a request for funding is made, I recommend that it be in the form of a new Capital Project.

Thank you for your support.

Sincerely,

John J. Williams
Commissioner

By,

Mark E. Laramie, P.E.
Deputy Commissioner
Division of Engineering

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

Anthony J. Picente, Jr.
County Executive
Date 11/14/09

cc: File/RF

Oneida County Department: Public Works

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Paul Deptola

Title of Activity or Service: Property Acquisition

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services:

Acquisition and redevelopment of property located at 302 Church St., Rome, NY.

2) Program/Service Objectives and Outcomes:

Redevelop 302 Church St., Rome, NY into public parking lot for Rome Courthouse. Property acquisition would cost \$10,000.00 and total funding needed to complete project would be \$80,000.00

3) Program Design and Staffing Level:

Total Funding Requested: \$10,000.00

Oneida County Department Funding Recommendation: Account #

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

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments

This agreement, between the party or parties herein designated as "SELLER" and the party or parties designated as "PURCHASER"

Paul Deptola
Seller's Name

The County of Oneida
Purchaser's Name

Seller's Name

Purchaser's Name

4244 Deste Court
Address
Lake Worth, FL 33467

800 Park Avenue
Address
Utica, New York 13501

CHAD D. DEFINA 315 272-2565
Attorney (phone)

County Attorney (315) 798-5910
Attorney (phone)

1. AGREEMENT: The SELLER hereby agrees to sell and the PURCHASER hereby agrees to purchase the real property hereinafter mentioned upon the following terms and conditions stated herein.
2. GENERAL DESCRIPTION: The real property situated in the City of Rome, County of Oneida, State of New York, locally known as **302 Church Street** (for a more detailed description, reference is made to the deed of conveyance) together with SELLER'S interest in easements, if any.
3. ITEMS INCLUDED: a. The items listed below, if now in or on said premises, are represented to be owned by the SELLER, free from all liens and encumbrances, and are included in the sale "as is", on the date of this offer, together with the following items:

Heating, Cooling & Lighting Fixtures	Built-in Kitchen Appliances	Shades & Blinds
Built-in Cabinetry	Drapery & Curtain Rods	Pumps
Wall-to-Wall Carpeting as Placed	Storm Windows & Screens	Awnings
Water Softeners	Storm & Screen Doors	Alarm Systems
Garage Door Openers and Controls	Window Valances	TV Aerials
Shrubbery, Trees, Plants and Fencing	Fireplace Insert, Doors & Screens	Smoke Detectors
Plumbing Fixtures		

And all other fixtures and appurtenances presently affixed to this property.

- b. SELLER represents that the following items are NOT in working order: _____
4. ITEMS EXCLUDED FROM SALE: The following items are excluded from the sale: _____
5. CONSIDERATION:
The purchase price is: Ten Thousand and No/100 Dollars \$10,000.00

Payable as follows:

- a. \$ _____ Deposit submitted to the listing broker or seller's attorney and to be held in an escrow account and applied against the purchase price at closing or returned by SELLER if this contract is not accepted.
- b. \$ _____ Additional deposit, if any, to be similarly deposited as above within ____ days.
- c. \$ _____ By the assumption of the principal amount still unpaid on SELLER'S existing mortgage to _____ (lender). (See addendum attached)
- d. \$ _____ By SELLER financing (see addendum D - Purchase Money Mortgage attached.)
- e. \$ 10,000.00 Balance in cash or certified check due at closing.
- f. \$ 10,000.00 TOTAL PURCHASE PRICE

6. MORTGAGE CONTINGENCIES: This purchase is contingent upon PURCHASER receiving mortgage proceeds of a _____ N/A _____ mortgage loan from a lending institution in the minimum amount of \$ N/A at the prevailing rate of interest. PURCHASER SHALL MAKE GOOD FAITH APPLICATION FOR SUCH MORTGAGE WITHIN N/A BUSINESS DAYS OF ACCEPTANCE AND SHALL BE RESPONSIBLE FOR ANY AND ALL NORMAL COSTS AND EXPENSES INCIDENT TO RECEIVING SUCH MORTGAGE PROCEEDS, EXCLUDING REPAIRS, UNLESS OTHERWISE AGREED HEREIN. Written unconditional approval of said mortgage must be obtained by N/A, 20____, or SELLER may

105

7. SURVEY: Cost of survey, if required by lending institution or by PURCHASER, will be paid by ~~PURCHASER~~.

8. TITLE DOCUMENTS AND MARKETABILITY OF TITLE. At least 10 days before the closing, SELLER is to furnish a copy of a good and sufficient Warranty Deed to the premises, 20 year bankruptcy search, 10 year tax searches, tax receipt for current taxes, water search and a 40 year updated abstract of the title showing good and marketable title, free of liens and encumbrances, excepting zoning restrictions of record, common driveways, all rights of way and easements of record, covenants, conditions and environmental protection laws, so long as they premises are not in violation thereof.

9. ADJUSTMENTS: Water, sewer and other utilities, taxes, rents, security deposits, interest on any mortgages to be assumed, fuel in storage and unpaid assessments for local improvements, are to be pro-rated and adjusted as of the date of transfer of title, unless otherwise agreed.

10. CONDITION AND MAINTENANCE OF PREMISES: The buildings and the premises herein have been inspected by the PURCHASER and are hereby sold "as is" without warranty as to condition, expressed or implied. If new construction, the warranties on sales of new houses set forth in the General Business Law to the extent they may be applicable, and/or excluded or modified by the terms hereof will apply. SELLER agrees to maintain heating, ventilating, air conditioning, sewer, plumbing and electrical systems and any built-in appliances and equipment, in normal working order and to maintain the grounds and to deliver the property to the PURCHASER in as good condition as it is today, unless as accepted under paragraph 3.b., reasonable wear and tear excepted. SELLER shall convey the premises subject to any existing tenancies; any unpaid installments of street or improvement assessments payable after the date of closing on the premises; and any state of facts which an accurate inspection and/or survey may show, provided that the foregoing do not render the title to the premises unmarketable.

11. RISK OF LOSS: Any risk of loss to the property shall be borne by the SELLER pursuant to §5-1311 of the General Obligations Law of the State of New York in the case of any destruction as defined within the meaning of those provisions until title has been conveyed to the PURCHASER.

12. RIGHT TO FINAL INSPECTION: PURCHASER has a right to a final inspection of the property prior to the transfer of title.

13. BREACH. In the event of a breach of this contract by either party, the other party shall be entitled to pursue all legal and equitable remedies, including specific performance and/or the recovery of all damages and expenses resulting from the breach, including reasonable attorney's fees.

14. CLOSING AND POSSESSION: The closing will be at the office of the seller's attorneys on or about **December 31, 2009**, and possession shall be granted to PURCHASER upon closing unless otherwise agreed herein.

15. REAL ESTATE BROKERS: PURCHASER and SELLER agree that **no broker** brought about this sale nor is anyone responsible for any commission for bringing about this sale.

16. CONTINGENCIES: The following contingencies are made part of this agreement and are attached hereto as addenda (Place an X for applicable contingency.) **CONTINGENT UPON APPROVAL BY THE ONEIDA COUNTY BOARD OF LEGISLATORS.**

- | | | |
|---|---|---|
| A. <input type="checkbox"/> Water Test | F. <input type="checkbox"/> Structural Report | K. <input type="checkbox"/> Pest Inspection |
| B. <input type="checkbox"/> Septic System | G. <input type="checkbox"/> FHA or VA Mortgage | L. <input type="checkbox"/> Other |
| C. <input type="checkbox"/> 48 Hour Notice | H. <input type="checkbox"/> Survey | M. <input type="checkbox"/> Attorney Review |
| D. <input type="checkbox"/> Purchase Money Mortgage | I. <input type="checkbox"/> Hazardous Materials | N. <input type="checkbox"/> Lead |
| E. <input type="checkbox"/> Governmental Approvals | J. <input type="checkbox"/> Radon Inspection | |

17. EXPIRATION OF OFFER: execution of this document by the PURCHASER shall constitute an offer and will become the contract upon acceptance by the SELLER. This offer shall remain open until the _____ day of November, 2009. If the SELLER does not accept this contract by said date, the offer shall be null and void and the deposit shall be returned to the purchaser.

18. ASSIGNMENT: Purchaser may assign this contract with the written consent of the SELLER.

19. ENTIRE AGREEMENT: This contract contains all agreements of the parties hereto. There are no other promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. This agreement may only be changed in writing signed by all parties.

Date

PURCHASER

THIS OFFER IS CONTINGENT UPON APPROVAL AND RATIFICATION BY THE ONEIDA COUNTY BOARD OF ESTIMATE AND CONTRACT, SAID APPROVAL TO BE OBTAINED ON OR BEFORE THE 20th DAY OF November, 2009, FAILURE OF WHICH WILL PERMIT THE SELLER TO TERMINATE THIS CONTRACT.

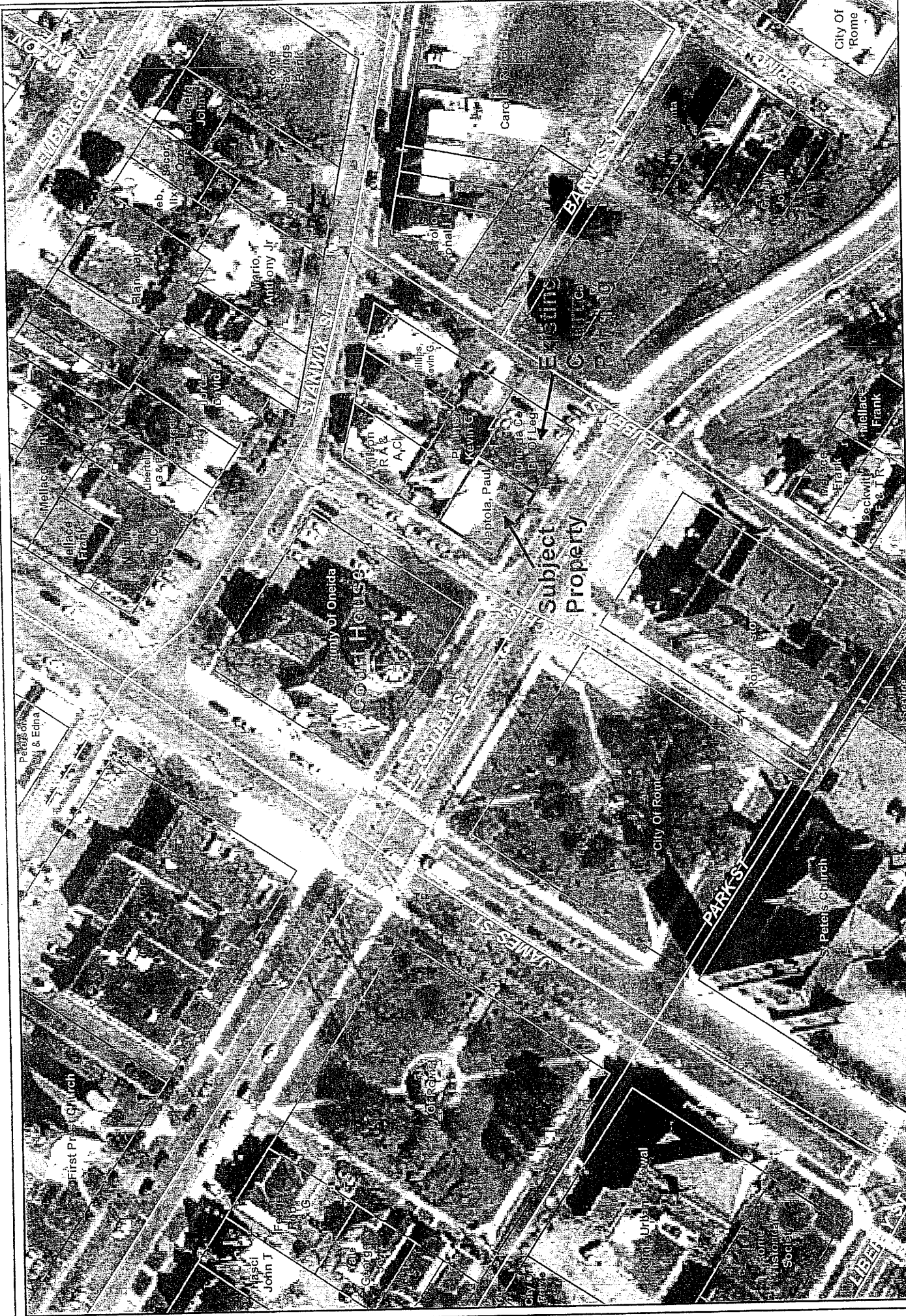
ACCEPTANCE: The above offer, together with the terms and conditions thereof, is hereby accepted and in consideration of the mutual covenants herein, the undersigned SELLER agrees to sell and convey on the terms and conditions of said offer. It is agreed that any sums deposited hereunder will be held in trust until closing by the SELLER'S agent/attorney and applied as a credit against the purchase price at closing.

10/31/09
Date

Paul [Signature]
SELLER

Witness

SELLER



This information is compiled for identification purposes only and is not intended for any other purpose without the prior authorization of the City of Rome. It is not a warranty, representation or endorsement of this information. It is provided for informational purposes only. The City of Rome is not responsible for any errors or omissions in this information. The City of Rome is not responsible for any errors or omissions in this information.

Date of Photography: April 2008

Proposed property purchase

