



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

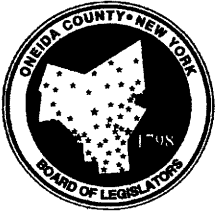
Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

COMMUNICATIONS FOR DISTRIBUTION OCTOBER 15, 2008 (Correspondence relating to upcoming legislation, appointments, petitions, etc)

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ONEIDA COUNTY BOARD OF LEGISLATORS

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

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(315) 798-5900

Susan L. Crabtree
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James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

September 24, 2008

7N2008-442

WAYS & MEANS

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

Honorable Members:

I have received a request from Legislator Les Porter for funding for the Remsen Fire Tower's fire training facility. It seems that all of the work and improvements to date at this facility have been done with no cost to the County. There is one last component that would complete the project and it is requested that a transfer of funds be made in the amount of \$7,000 from the Board of Legislators' Contingent Account.

I hereby ask for the following transfer in the amount of \$7,000 from the Board's Contingent Account to help complete this worthwhile project:

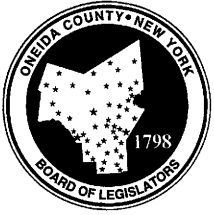
FROM:	A1990.9,	Contingent Account	\$7,000
TO:	A1010.4951	Other Expenses	\$7,000

Respectfully requested,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp
Cc: County Executive Anthony Picente
Budget Director Tom Keeler

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 SEP 25 PM 3:45



ONEIDA COUNTY BOARD OF LEGISLATORS

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

September 16, 2008

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

Dear Jerry:

As discussed, please find attached a copy of a letter to the Honorable Anthony Picente and yourself regarding funding for the Remsen Fire Tower. Dan Schwertfeger has been active along with Mr. VanNamee in getting quite an accomplishment for North and Central New York Volunteer Fire Companies.

Dan has talked with the County Executive and also with you regarding this funding. It seems only appropriate that the funding take place and respectfully request that \$7,000 of the \$14,000 be funded from the Board of Legislators and the remainder secured from the County Executive. I would respectfully request approval at the October 15, 2008 meeting of the Board of Legislators.

Thank you for your consideration in this matter.

Sincerely,

Les Porter
Oneida County Legislator
6th District

cc: Oneida County Executive, Anthony Picente
Emergency Services Director, Fred Van Namee
Chairman Fire Advisory Board
Chairman Public Safety Committee, Brian Miller
Remsen Village Mayor, Fred Billard
Remsen Town Supervisor, Clifford Hill

Daniel Schwertfeger
Onieda County Deputy Fire Coordinator 273
7651 Camroden Road
Rome, NY 13440
315-796-9847

September 16, 2008

Gerald Fiorini
Chairman of the Board
Oneida County Legislators
800 Park Ave.
Utica, NY 13501

Dear Gerald:

This letter is in regards for funding to install electric at the Remsen training facility. I have already sent a letter and discussed this with the County Executive and the County Fire Advisory Board.

We have finished the maze building, the roof simulator and are finalizing a door simulator to be installed in the next few weeks. The \$35,000.00 grant to do these projects came from Senator Raymond Meier, when he was in office. To this point, all the upgrades we have done this year, was of no cost to the County.

The building is all pre-wired with lights and outlets already installed. We just need to have an electrical entrance installed to complete the project.

The estimated cost of this project is around \$14,000.00 at this time. This is for National Grid to install poles and wire to within a hundred feet of the building. An entrance line and meter box would be installed on the building to connect to the wiring already in the building.

Any assistance that you could give us to complete this project would be greatly appreciated. Please feel free to contact me with any questions you may have concerning this matter.

Sincerely,



Daniel Schwertfeger
Oneida County Deputy Fire Coordinator
273

cc: Les Porter



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

7N 2008-446

WAYS & MEANS

September 30, 2008

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

RE: Repeal of Resolution No. 193 of 2006-Enactment of a cap on motor fuel and diesel motor fuel sales taxes

Honorable Members:

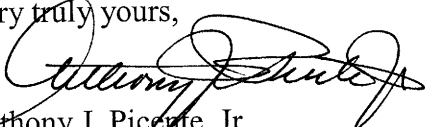
As part of my 2009 budget initiatives, I am recommending to the Board of Legislators that Resolution No. 193 of May 30, 2006 be repealed and that the cap placed on receipts of sales tax revenues from the retail sale of motor fuel and diesel motor fuel be lifted.

I am asking that this repeal resolution be passed at the **October 29, 2008** regular session of the Board of Legislators at the latest. The reason for this is that we will be asking the Commissioner of Taxation and Finance to put the revocation in place for the December 1, 2008 tax collection cycle and we will be asking the Commissioner for a waiver of the 90 day notice requirement, which request must be filed with the Taxation and Finance Department no later than November 1, 2008.

I am certain the members can appreciate the need for the additional revenue which will be generated from the repeal of this limitation on sales tax receipts. My administration is determined to pursue each and every source of revenue at our disposal. I ask that the Board approve the repeal of this prior legislation in furtherance of this goal.

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

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Anthony Carvelli

ONIEDA COI
RECEIVED
2008 OCT -9 AM 11:55
LEGISLATURE

5

Sandra J. De...
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Nancy Gelfuso
Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde
Mary Bowee

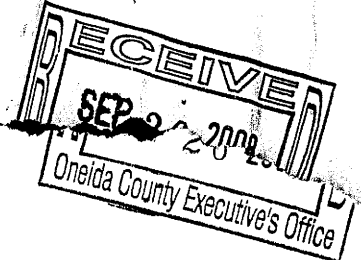
CLERK OF ONEIDA COUNTY

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

Phone: (315) 798-5790 • Fax: (315) 798-6440

September 26, 2008

7N2008-447



INTERNAL AFFAIRS

WAYS & MEANS

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

Tony

Dear County Executive Picente:

I am dedicated to improved customer service for the residents of Oneida County. The snowmobile season is fast approaching. The New York State Department of Motor Vehicles has enhanced its security and procedural standards for issuing secure documents. To continue the full compliment of services that are offered to our Oneida County residents at our satellite offices and the Saturday Snowmobile Registration Program, the State Department of Motor Vehicles has developed a portable computer. In order to be compliant with State Motor Vehicles enhanced security and procedures it has been decided to purchase the portable computer from the State. Oneida County constitutes and tourists who visit our beautiful County from out of state to snowmobile will be greatly served by the purchase of this unit, which I am sure will result in a positive impact to our tourism dollars generated from northern Oneida County.

In order to purchase this equipment it is necessary to do a transfer and it has been decided to use the pay as you go reserve to fund this acquisition.

I therefore request Board approval for the following 2008 fund transfer:

TO:
AA#A1411.212-County Clerk-Motor Vehicle-Computer Equipment-----\$40,108

FROM:
AA#A889-889/19-Appropriated Fund Balance-Pay as You Go-----\$40,108

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

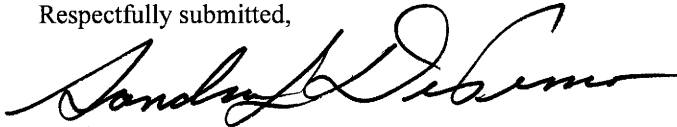
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 10/1/08

61

Page 2

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sandra J. DePerno". The signature is fluid and cursive, with a large initial 'S' and 'D'.

Sandra J. DePerno
Oneida County Clerk

Cc: Linda Dillon, County Attorney
Joseph Timpano, Comptroller
Thomas Keeler, Budget Director
Pamela Mandryck, Chair Internal Affairs Committee
Lisa Zane, Supervisor DMV

7.

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

September 29, 2008

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

FN 2008-448
HUMAN RESOURCES
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 OCT -3 PM 2:25

Dear Mr. Picente:

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

This is a request to renew our Purchase of Services Agreement for Private Duty Nursing, provided by Sibley Nursing Personnel Services, Inc., 3111 Winton Road South, Rochester, New York 14623. Private Duty Nursing Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

The agreement will run for one year from November 1, 2008 through October 31, 2009. The Department of Social Services has renewed this contract yearly since 2001. The nursing rates range from \$ 21.63 to \$ 28.84 which vary according to level of care and are approved by New York State. The department spent \$ 224,792.00 on this agreement in 2007 with a local share of 16% or \$35,966.72.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date: *10/1/08*

9/29/08
26901

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Sibley Nursing Personnel Services Inc.
3111 Winton Road South
Rochester, New York 14623

Local Office: 17 Rhoads Drive
Utica, New York 13502

Title of Activity or Services: Private Duty Nursing

Proposed Dates of Operations: November 1, 2008 – October 31, 2009

Client Population/Number to be Served: Physically or Mentally Disabled Medicaid Recipients.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Private Duty Nursing Services prior approval by Office of Continuing Care/ Office for the Aging.

2). Program/Service Objectives and Outcomes -

To provide Private Duty Nursing Services to eligible Medicaid Recipients to enable them to remain at home or delay or prevent entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 25.75 per hour RN
\$ 28.84 per hour RN Hi-Tech
\$ 24.72 per hour LPN Hi-Tech
\$ 21.63 per hour LPN

Oneida County Dept. Funding Recommendation: Same as above -Rates approved by New York State. Account #: A6102.495.

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

Federal	50 %	-	\$ 112,396.00
State	34 %	-	\$ 76,429.28
County	16 %	-	\$ 35,966.72

Cost Per Client Served: Rates approved by New York State & vary according to level of care:

\$ 25.75	RN
\$ 28.84	RN Hi-Tech
\$ 24.72	LPN Hi-Tech
\$ 21.63	LPN

Past performance Served: The Department has contracted with this provider for this service since 2001. The Department spent \$ 224,792 on this agreement for 2007 with a local share of \$35,966.72.

O.C. Department Staff Comments: The Department Contracts with many agencies for Private Duty Nursing. This insures service will be available when needed.

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

NICHOLAS A. DEROSA
DIRECTOR OF HEALTH

ADMINISTRATION

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



September 24, 2008



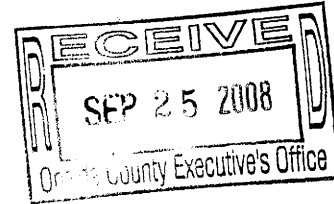
Public Health
Prevent. Promote. Protect.



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

7N2008-449

PUBLIC HEALTH



Dear Mr. Picente:

WAYS & MEANS

The Early Intervention Program is *New York State Department of Health* program that provides many different types of services to infants and toddlers ages 0 through 2 years of age with disabilities or developmental delays and their families.

The individual who served as Senior Office Specialist resigned as of April 1, 2008. During the transition period of finding a replacement we have contracted with a temporary agency to provide an individual to assume her role. It is our intent to fill this position by the end of October which would require us to retain the temporary individual until that time.

In order to properly account for those costs provided to the Early Intervention Program we are requesting the following transfer for the 2008 fiscal year.

From: A4059.101 – Salaries.....	\$ 8,000
To: A4059.195– Other Fees & Services.....	\$ 8,000

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 OCT -3 PM 2:21

Please request the Board to act on the above mention at their earliest convenience.

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

Sincerely,

Nicholas A. DeRosa
Nicholas A. DeRosa
Director of Public Health

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

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

Cc: T. Keeler, Director of Budget

Date 10/6/08

ONEIDA COUNTY DEPARTMENT OF HEALTH

Date: 09-24-08

ONEIDA COUNTY BOARD OF LEGISLATORS

APPROPRIATION / SUMMARY

Appropriation _____
Transfer **X**
Fiscal Year 2008

1.) Appropriation or Transfer Description –

Cost Center: Early Intervention Program / A4059

From: Salaries..... 8,000

To: Other Fees & services..... 8,000

2.) Activity or Service –

Provide clerical support for the Early Intervention Program

2.) Client population to be served –

The *Early Intervention Program* is mandated by the State in response to federal law and must be administered by the county pursuant to public health law. The intent of the mandate is to ensure children less than 3 years of age with a diagnosed disabling conditions, developmental delay or suspected developmental delay and their families receive needed and appropriate services.

In 2007, a total 732 children were served.

3.) Explanation of Appropriation /Transfer –

As mention in the board letter the Senior Office Specialist who essentially serves as the EI office manager has resigned. We have been fortunate to acquire an individual contracted through a temporary who has past experience in the Early Intervention Program. We thus are requesting a transfer from the salaries account the other fees and services account.

4.) Funding Source –

This amount as was the Senior Office Specialist's salary will be 100% funded through the EI administration grant...

Oncida 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) 793-6238 Fax: (315) 768-6299

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

FN 2008-450

PUBLIC WORKS WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATIVE
2008 OCT -3 PM 2:22

September 22, 2008

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

RE: Agreement between the Towns and the City of Rome in Oneida County and the County of Oneida for Snow and Ice Control (2008/2009 Snow Season)


Dear County Executive Picente:

I have received a memo from Dennis Davis, Deputy Commissioner of Highways and Bridges, requesting consideration and approval of the Agreement Between the City of Rome and the Towns in Oneida County and the County of Oneida for the Control of Snow and Ice on County Roads for the 2008-2009 snow season. Attached in a copy of the Agreement and a chart showing reimbursement to each municipality.

Under the 2008 County budget, the municipalities are receiving \$4,100 per mile making the total cost for the 2008-2009 snow season \$2,189,236.00.

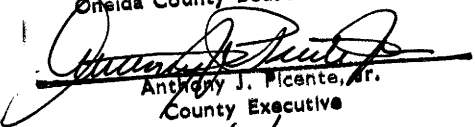
If you concur with this request, kindly forward to the Public Works and Ways and Means Committees to review as their schedules permit, with presentation to the Board of Legislators to follow. Thank you for your consideration.

Sincerely,


John J. Williams
Commissioner

Attach.

cc: Thomas Keeler, Budget
Joe Timpano, Comptroller
File

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

Anthony J. Picente, Jr.
County Executive
Date 10/1/08

Oneida County Department: Public Works
9/22/08

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Municipalities in Oneida County

Title of Activity or Service: Control of Snow & Ice on County Roads

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services: Agreement between Oneida County and Municipalities for Control of Snow & Ice on County Roads.- See Attached Sheet.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested: 2,189,236

Oneida County Department Funding Recommendation: 2,189,236 Account # D5142.495

Proposed Funding Source: Federal _____ State _____ County 2,189,236

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments: Agreement contracts City of Rome and the Towns in Oneida County to provide Snow & Ice Control on County Roads.

16.

COUNTY SNOW D5142.495	2008-2009 SNOW SEASON	1ST HALF PYMT	2009 Cost	2ND HALF PYMT	2008-2009
1ST HALF PYMT	NOV. & DEC.	JAN.	TOWN MILEAGE	FEB - APR 2009	TOTAL
TOWNS	2008 AT 4100/MI	2009 AT 4100/MI	4100/MI	\$4100/MI DIV BY 2	PAYMENT
	DIV BY 2 X .60 =	DIV BY 2 X .40 =			Snow Season
ANNSVILLE	17.30	21,279.00	14,186.00	35,465.00	70,930.00
AUGUSTA		1230	820	0.00	0.00
AVA	15.67	19,274.10	12,849.40	32,123.50	64,247.00
BOONVILLE	17.86	21,967.80	14,645.20	36,613.00	73,226.00
BRIDGEWATER	13.39	16,469.70	10,979.80	27,449.50	54,899.00
CAMDEN	25.93	31,893.90	21,262.60	53,156.50	106,313.00
DEERFIELD	17.83	21,930.90	14,620.60	36,551.50	73,103.00
FLORENCE	9.26	11,389.80	7,593.20	18,983.00	37,966.00
FLOYD	31.21	38,388.30	25,592.20	63,980.50	127,961.00
FORESTPORT	15.37	18,905.10	12,603.40	31,508.50	63,017.00
KIRKLAND	26.15	32,164.50	21,443.00	53,607.50	107,215.00
LEE	22.71	27,933.30	18,622.20	46,555.50	93,111.00
MARCY	26.83	33,000.90	22,000.60	55,001.50	110,003.00
MARSHALL	15.02	18,474.60	12,316.40	30,791.00	61,582.00
NEW HARTFORD	20.51	25,227.30	16,818.20	42,045.50	84,091.00
PARIS	27.82	34,218.60	22,812.40	57,031.00	114,062.00
REMSEN	21.38	26,297.40	17,531.60	43,829.00	87,658.00
ROME	14.75	18,142.50	12,095.00	30,237.50	60,475.00
SANGERFIELD	15.37	18,905.10	12,603.40	31,508.50	63,017.00
STUBEN	22.29	27,416.70	18,277.80	45,694.50	91,389.00
TRENTON	29.15	35,854.50	23,903.00	59,757.50	119,515.00
VERNON	25.03	30,786.90	20,524.60	51,311.50	102,623.00
VERONA	32.26	39,679.80	26,453.20	66,133.00	132,266.00
VIENNA	20.28	24,944.40	16,629.60	41,574.00	83,148.00
WESTERN	16.86	20,737.80	13,825.20	34,563.00	69,126.00
WESTMORELAND	33.73	41,487.90	27,658.60	69,146.50	138,293.00
WHITESTOWN		0.00	0.00	0.00	0.00
TOTAL	533.96	656,770.80	437,847.20	1,094,618.00	2,189,236.00

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

September 29, 2008

7N2008-451

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

HUMAN RESOURCES
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 OCT -3 PM 2:22

Dear Mr. Picente:

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

Enclosed are copies of Purchase of Services Agreements for the Treasured Times Daycare 6506 Elmer Hill Road, Rome, New York. This center is licensed to provide safe Day Care Services to 83 children aging from infant to school-aged children.

The Department pays for the care of children from eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is November 1, 2008 through October 31, 2009. The rates for Day Care are set by the New York State Office of Children and Family Services. The total paid was \$96,450.98 for the period November 15, 2007 through September 25, 2008 with a local share of 3.2% or \$ 2,653.00.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment.

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

Anthony J. Picente, Jr.
County Executive
Date 10/1/08

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Treasured Times Daycare
6506 Elmer Hill Road
Rome, New York 13440

Title of Activity or Services: Day Care Services

Proposed Dates of Operations: November 1, 2008 through October 31, 2009

Client Population/Number to be Served: Licensed for a total of 83 Children aging from Infant to school-aged.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Day Care Services located at:

Treasured Times Daycare
6506 Elmer Hill Road
Rome, New York 13440

2). Program/Service Objectives and Outcomes

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Market Rates.

Oneida County Dept. Funding Recommendation: Account: A6055.495

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

Federal	75.0	%	\$ 72,338.24
State	21.8	%	\$ 21,026.31
County	3.2	%	\$ 3,086.43

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider since November 2007 and has paid the Contractor \$ 96,450.98 for the period of November 2007 through September 2008. The Contractor serviced an average of (19) nineteen children per month.

O.C. Department Staff Comments: The Department contracts with a number of providers to insure the availability of services.



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

7N 2008-452

October 8, 2008

WAYS & MEANS


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

Honorable Members:

Pursuant to Section 2040-CC, Title 13-FF of the Public Authorities Law, and at the request of Majority Leader James D'Onofrio, I hereby recommend the reappointment of Neil C. Angell of Higginsville Road, Durhamville to the Oneida-Herkimer Solid Waste Management Authority Board for a five year term beginning January 1, 2009 and expiring December 31, 2013.

I hereby refer this matter to the Ways & Means Committee.

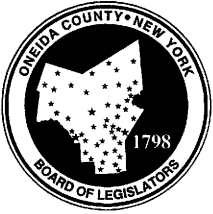
Respectfully submitted,


GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:sc

2008 OCT -8 AM 9:27
RECEIVED
ONEIDA COUNTY LEGISLATURE

19.



ONEIDA COUNTY BOARD OF LEGISLATORS

James M. D'Onofrio, Majority Leader ♦ PO Box 29 ♦ Utica, NY 13503
Home phone: 792-7721 ♦ Work phone: 732-5106

October 8, 2008

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

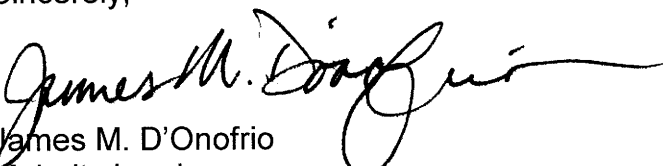
Dear Chairman Fiorini:

I am writing to request the reappointment of Neil Angell to the Oneida-Herkimer Solid Waste Authority Board of Directors. On December 31, 2008 Neil will complete the term of Dr. Guy Wilcox who resigned mid-term. Pursuant to the Authority enabling statute, this appointment is for a five-year term starting January 1, 2009.

As you know, Neil has been an active, contributing member of the Board. He came on during construction of the new landfill facility and has served on the Finance Committee for four years. Neil was instrumental in the decision to lower tipping fees when the landfill opened. We recently began the process to design the methane gas energy recovery system at the landfill and Neil has helped identify comparable installations and potential energy markets. On the recycling front, Neil is involved in evaluating what the next generation of recycling will bring and he is reviewing facilities that employ new and efficient processing technology. Neil's business experience along with his many years as a County Legislator make him highly qualified to serve on the Authority Board.

As set forth in the Authority statute, this appointment is by the Board of Legislators and does not require action by the County Executive.

Sincerely,


James M. D'Onofrio
Majority Leader

RECEIVED
ONEIDA COUNTY LEGISLATURE
OCT 8 - 8 AM 9:25

20.



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Susan L. Crabtree
Clerk
(315) 798-5901

James M. D'Onofrio
Majority Leader

Michael J. Hennessy
Minority Leader

7N 2008-453

October 7, 2008

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

COURTS, LAWS & RULES

WAYS & MEANS

Honorable Members:

Attached you will find a proposed Local Law submitted by Legislator Tanoury which would limit the consecutive number of terms that a County Legislator or the County Executive could serve.

I hereby forward proposed legislation on to Committee(s) for consideration.

Respectfully submitted,

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp
Attachment(s)

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 OCT - 7 PM 2:42



ONEIDA COUNTY BOARD OF LEGISLATORS

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

October 6, 2008

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 OCT -6 PM 4:34

Dear Chairman Fiorini:

I am submitting a local law proposing term limits for the offices of Oneida County Executive and Oneida County Legislator. The proposed law would limit the number of consecutive terms that a County Legislator could serve to four two-year terms and the number of consecutive terms that a County Executive could serve to two four-year terms. Minority Leader Michael Hennessy and Legislator Richard Flisnik are joining me in sponsoring this legislation.

We very strongly believe that this would help to encourage participation in the process of government and promote new ideas and approaches to governing. Therefore, we submit the attached proposal and respectfully request that you forward it to the appropriate committees of the Board.

Thank you in advance for your consideration and attention. Please feel free to contact us if you should have any questions or comments.

Respectfully submitted,

LARRY TANOURY, JR.
ONEIDA COUNTY LEGISLATOR, D-25

LT:p

cc: Hon. Anthony J. Picente, Jr., Oneida County Executive
Hon. James M. D'Onofrio, Majority Leader
Hon. Michael J. Hennessy, Minority Leader
Hon. Richard Flisnik, Oneida County Legislator, R-8

**INTRODUCTORY
NO.**

F.N.

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

**INTRODUCED BY: Messrs. Tanoury, Hennessy and Flisnik
2ND BY:**

LOCAL LAW INTRODUCTORY “ “ OF 2008

LOCAL LAW NO. OF 2008

**RE: A LOCAL LAW ENACTING TERM LIMITS FOR THE OFFICES OF
COUNTY LEGISLATOR AND COUNTY EXECUTIVE**

Legislative Intent: It is the intent of this local law that there shall be a limit to the number of consecutive terms that an elected County Legislator or County Executive may serve. This local law is intended to encourage participation in the process of government and to promote new ideas and approaches to governing.

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

1. After January 1, 2010, a County Executive, with a term of office of four years, who has been elected to such office for two consecutive terms, shall be ineligible to be elected to that same office for another term of office next following the end of such second consecutive term of office for which he or she was elected.
2. After January 1, 2010, any County Legislator, with a term of office of two years, who has been elected to such office for four consecutive terms, shall be ineligible to be elected to that same office for another term of office next following the end of such fourth consecutive term of office for which he or she was elected.
3. This local law shall be applied to persons elected to the office of County Legislator by virtue of the November, 2009 county elections and to each election of County Legislator held thereafter.

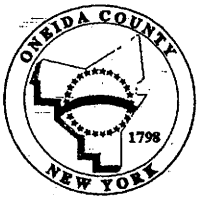
4. This local law shall be applied to persons elected to the office of County Executive by virtue of the November, 2011 county elections and to each election of a County Executive held thereafter.

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

APPROVED: Courts, Laws & Rules Committee ()
 Ways & Means Committee ()

DATED:

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



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

October 9, 2008

7/12008-454

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

**ECONOMIC DEVELOPMENT
& TOURISM**

RE: Agreement Allocating PILOT Payments
New Hartford Business Park

WAYS & MEANS

Honorable Members:

* PLEASE NOTE: THE ORIGINAL AGREEMENT IS AVAILABLE FOR REVIEW IN THE CLERK'S OFFICE AND IS NOT BEING MAILED DUE TO THE VOLUMITY OF THE AGREEMENT. IT WILL BE AVAILABLE ON THE INTERNET WHEN THE COMMUNICATIONS ARE POSTED LATE TUESDAY. *

I enclose herewith the proposed Agreement Allocating PILOT Payments (the "Allocation Agreement") by and among the Oneida County Industrial Development Agency ("OCIDA"), the New Hartford Central School District, the County of Oneida and the Town of New Hartford (collectively, the "Affected Tax Jurisdictions") relative to the development of the New Hartford Business Park (the "Business Park").

On October 9, 2007, Ryan Companies US, Inc. (the "Ryan Companies") leased a 13.5± acre parcel of land (the "Land") situate in the Business Park to OCIDA. Concurrently therewith, OCIDA leased the Land back to the Ryan Companies. Ryan Companies is currently constructing a 122,760± square foot building (the "Building") on the Land and is leasing the same to the Hartford Fire Insurance Company ("The Hartford") (the Land and the Building are, collectively, the "Project"). By virtue of OCIDA's involvement, the Project is exempt from real property tax. However, on March 13, 2008, OCIDA and The Hartford and Ryan Companies entered into a payment-in-lieu-of-tax agreement (the "PILOT Agreement") relating to the Project. The Project is expected to result in the retention of approximately 650 area jobs.

In connection with the development of the Business Park, the Town of New Hartford is designing, constructing and/or making certain public improvements (the "Public Improvements") at and within the vicinity of the Business Park. The Public Improvements include certain roadway and related improvements within or near the Business Park known as the "Road C/Road D Improvements" as well as certain roadway and related improvements at the intersection of NYS Route 5 (Seneca Turnpike) and Woods Highway known as the "NYS Route 5 (Seneca Turnpike)/Woods Highway Intersection Improvements". It is anticipated that the Public Improvements will improve

25.

existing conditions so as to accommodate the increase in traffic which is expected to result from the development of the Business Park, facilitate the flow of such traffic, and reduce any congestion caused by such traffic.

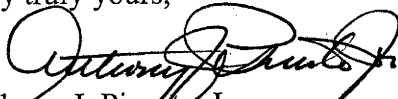
Pursuant to the aforesaid PILOT Agreement, The Hartford and/or Ryan Companies are to make payments-in-lieu-of-taxes (the "PILOT Payments") to OCIDA. Under the proposed Allocation Agreement, OCIDA would be obligated to allocate and pay over to the Town of New Hartford from said PILOT Payments monies in an amount sufficient to enable the Town to pay the debt service which it expects to incur in order to pay for the Public Improvements. If in any year, after OCIDA has paid over to the Town of New Hartford the monies necessary for it to pay the aforesaid debt service, there are any PILOT Payments left over, they would be shared by the Affected Tax Jurisdictions in proportion to the amount of real property tax which would have been received by each Affected Tax Jurisdiction if the Project were not exempt from real property tax.

As you are undoubtedly aware, the issue of a "break-in-access" to NYS Route 840 from the Business Park (and what type of break-in-access that might be, e.g., a signalized intersection, bridge over NYS Route 840 or something else) is still being discussed by NYSDOT, the Town of New Hartford and others. The Allocation Agreement does not allocate funds to any such break-in-access.

I respectfully request the Board's review and approval of this Allocation Agreement at its **October 15, 2008** regular session. The reason for the shortened window for approval is the length of time it took for all three of the Affected Tax Jurisdictions to work out the details and the need to get the Seneca Turnpike/Woods Road intersection construction underway to accommodate the increased traffic flow once The Hartford opens its doors at its new site.

I thank the Board for its kind attention to this request for action.

Very truly yours,



Anthony J. Picotte, Jr.
Oneida County Executive

Cc: Steven J. DiMeo
Gerald Green, Esq.
Joseph E. Saunders, Esq.
Joseph Shields, Esq.
Law Department

2008 OCT 10 AM 11:32
RECEIVED
ONEIDA COUNTY LEGISLATURE

26

AGREEMENT ALLOCATING PILOT PAYMENTS

THIS AGREEMENT ALLOCATING PILOT PAYMENTS (the "Agreement"), dated as of October _____, 2008 (the "Effective Date"), is by, between and among **NEW HARTFORD CENTRAL SCHOOL DISTRICT**, a New York municipal corporation with its principal offices at 33 Oxford Road, New Hartford, New York 13413 (the "School District"), **COUNTY OF ONEIDA**, a New York municipal corporation with its principal offices at the County Office Building, 800 Park Avenue, Utica, New York 13501 (the "County"), **TOWN OF NEW HARTFORD**, a New York municipal corporation with its principal offices at Butler Hall, 48 Genesee Street, New Hartford, New York 13413 (the "Town"), (the School District, the County and the Town are hereinafter sometimes each individually referred to as an "Affected Tax Jurisdiction" and collectively referred to as the "Affected Tax Jurisdictions"), and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with its offices at 153 Brooks Road, Rome, New York 13441 (the "Agency").

RECITALS:

WHEREAS, pursuant to the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the 1970 Laws of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") the purposes of the Agency are to "to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing" of, among others things, "industrial" and "commercial" facilities and "thereby advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their recreation opportunities, prosperity and standard of living"; and

WHEREAS, on the basis of various planning initiatives and studies conducted over the past fifteen (15) or more years as well as other information and data available to it, the Town has determined that the development of that certain 126.5+ acre parcel of real property situate on the northeasterly corner of the NYS Route 5 (Seneca Turnpike)/Woods Highway intersection in the Town of New Hartford, County of Oneida, State of New York commonly known as the New Hartford Business Park (the "New Hartford Business Park") will result in various economic and quality of life benefits to the people who reside and/or work in the Affected Tax Jurisdictions, including the retention and/or creation of job opportunities, the stabilization and/or increase of the population and real property tax bases, the encouragement of business and other economic development, the extension and/or modernization of public utility systems and other public infrastructure, and the improvement of recreational facilities such as the Rayhill Trail; and

WHEREAS, the Town has further determined that it will be necessary for it to design, construct and/or make certain Public Improvements (as such term is hereinafter defined) to the surface transportation network and/or other public infrastructure located in or near the New Hartford Business Park so as to improve the existing condition of such surface transportation network and public infrastructure and manage the increased vehicular traffic which can be reasonably expected to result from the development of the New Hartford Business Park and surrounding areas, facilitate the orderly flow of such traffic, and reduce any congestion that may be caused by such traffic; and

WHEREAS, the School District and the County support the development of the New Hartford Business Park, having recognized the multitude of benefits expected to result therefrom including the retention and/or creation of job opportunities and the stabilization and/or increase of the population and real property tax bases within their respective jurisdictions, and acknowledge the need for the Town to design, construct and/or make the Public Improvements (as such term is hereinafter defined); and

WHEREAS, heretofore the Agency has been requested to utilize its powers under the Act in order to induce, assist in and facilitate the development of the New Hartford Business Park in general, and the designing, construction and/or making by the Town of the Public Improvements (as such term is hereinafter defined) in particular, by (a) entering into the Lease Agreement and the Leaseback Agreement (as such terms are hereinafter defined) with Ryan Companies US, Inc. (the “Ryan Companies”) and (b) entering into the PILOT Agreement (as such term is hereinafter defined) with the Ryan Companies and the Hartford Fire Insurance Company (“The Hartford”) for the purpose of generating certain PILOT Payments (as such term is hereinafter defined) in lieu of Exempt Taxes (as such term is hereinafter defined); and

WHEREAS, the Affected Tax Jurisdictions also support, in principle, the approval by the Agency of one or more additional payment-in-lieu-of-tax agreements within the New Hartford Business Park and the allocation to the Town of the payments in lieu of taxes received pursuant to such additional payment-in-lieu-of-tax agreements in such manner as will enable the Developer to reduce and/or eliminate its obligations pursuant to the Letter of Credit (as such term is hereinafter defined) or otherwise reduce or eliminate its obligations to make up or cover each Shortfall in PILOT Payments (as such term is hereinafter defined), provided, however, that nothing contained herein or elsewhere in this Agreement shall obligate the Agency to enter into any such additional payment-in-lieu-of-tax agreements or obligate the parties hereto to enter into any additional agreement allocating the payments in lieu of taxes resulting therefrom; and

WHEREAS, the parties hereto desire that all or some portion of the PILOT Payments (as such term is hereinafter defined) received by the Agency pursuant to the PILOT Agreement (as such term is hereinafter defined) in each calendar year during the term of this Agreement (beginning in CY 2008) be allocated and paid over to the Town so as to provide the Town with a source of funding first to pay the Town’s Actual Annual Debt Service (as such term is hereinafter defined) with respect to the Public Improvements (as such term is hereinafter defined) before the Town uses the same to directly pay for and/or reimburse itself for the Costs of the Public Improvements (as such term is hereinafter defined); and

WHEREAS, by virtue of the foregoing, and in accordance with and pursuant to the authority set forth in Section 858 (15) of the General Municipal Law, the parties hereto desire to allocate the PILOT Payments (as such term is hereinafter defined) received by the Agency and the interest income generated thereby, if any, by the deposit thereof into the New Hartford Business Park PILOT Payments Fund (as such term is hereinafter defined) among the Affected Tax Jurisdictions as is hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, the sum of One Dollar (\$1.00), and other good and valuable consideration, the payment, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions:** All capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth below.

“**Act**” means the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of the General Municipal Law.

“**Additional Costs Incident to Bid Contract #1 and Bid Contract #2**” means any and all incidental costs, escalation costs, inspection fees, engineering costs, paving costs, costs of any additional work and other costs incident or related to Bid Contract #1 and Bid Contract #2 as may arise from or in the performance of said contracts, but which may not be reflected, expressly stated or provided for therein, all as more fully set forth in the Agreement and Individual Guaranty by and between the Town and Developer attached hereto and made a part hereof as **Exhibit I**.

“**Affected Tax Jurisdictions**” means the County, the Town and the School District.

“Affected Tax Jurisdiction’s Regular Percentage Share” means, with respect to any given Exemption Year, the percentage total of the Combined Tax Rate for such Exemption Year which is attributable to the Affected Tax Jurisdiction in question. By way of illustration, if, during a given Exemption Year, the Combined Tax Rate were \$34.39 (with the Town Tax Rate at \$2.11, the County Tax Rate at \$7.50 and the School District Tax Rate at \$24.78), each Affected Tax Jurisdiction’s Regular Percentage Share for such Exemption Year would be as follows:

Town 6.1% ($\$2.11 \div \$34.39 = 6.1\%$)
County 21.8% ($\$7.50 \div \$34.39 = 21.8\%$)
School 72.1% ($\$24.78 \div \$34.39 = 72.1\%$)

“Agency” means the Oneida County Industrial Development Agency, a New York public benefit corporation with its offices at 153 Brooks Road, Rome, New York 13441.

“Agreement and Individual Guaranty” means that certain Agreement and Individual Guaranty to be executed and delivered to the Town by the Developer’s members, which Agreement and Individual Guaranty shall be in form and content satisfactory to the Town, in its sole discretion. Upon the execution and delivery of the Agreement and Individual Guaranty, the same shall be attached hereto and made a part hereof as **Exhibit I**.

“Bid Contract #1” means that certain contract dated as of August 12, 2008 by and between the Town and Fred Burrows Trucking and Excavating, LLC for the construction of the Road C/Road D Improvements at or within the vicinity of the New Hartford Business Park. A copy of Bid Contract #1 is attached hereto and made part hereof as **Exhibit A**.

“Building” means that certain 122,760± square foot office building constructed or being constructed on the Land by the Ryan Companies.

“Bid Contract #2” means, collectively, the contract or contracts to be entered into by and between the Town and the successful bidder(s) for the construction of the NYS Route 5 (Seneca Turnpike)/Woods Highway Intersection Improvements, all of which will be more particularly described therein. Upon the execution and delivery of Bid Contract #2, the same shall be attached hereto and made a part hereof as **Exhibit B**.

“Break-In-Access” shall mean full access to NYS Route 840 from the Woods Highway extension.

“Combined Tax Rate” means, with respect to a given Exemption Year, the aggregate of the Town Tax Rate, the County Tax Rate and the School District Tax Rate. By way of illustration, if, during a given Exemption Year, the Town Tax Rate were \$2.11, the County Tax Rate were \$7.50 and the School District Tax Rate were \$24.78, the Combined Tax Rate would be \$34.39 for such Exemption Year.

“Company” shall mean the Hartford Fire Insurance Company, 690 Asylum Ave., New Hartford, CT, 06155, and its permitted successors and assigns, or Ryan Companies US, Inc., 50 South 10th Street, Suite 300 Minneapolis, Minnesota 55403, and its permitted successors and assigns, as applicable under the terms and provisions of the PILOT Agreement.

“Costs of the Public Improvements” means all construction or “hard” costs and all non-construction or “soft” costs incurred or paid for by the Town in connection with designing, constructing and/or making and completing the Public Improvements including, without limitation, the costs of acquiring fee title and/or easements for roadway/intersection rights-of-way, the costs of labor, materials, supplies, equipment, architects, engineers, land surveyors, attorneys, accountants and other professionals or consultants, contractors, subcontractors, laborers, mechanics and materialmen, and the costs of financing all or any portion of the foregoing costs, including the costs

of issuance with respect to the Public Improvements BAN and the Public Improvements Bond, and all other costs of any kind or nature arising from or relating to the Public Improvements.

“County” means the County of Oneida, a New York municipal corporation with offices at County Office Building, 800 Park Avenue, Utica, New York 13501.

“County Tax Rate” means, with respect to any Exemption Year, the total tax rate per \$1,000.00 of taxable assessed valuation for all taxes levied or imposed by the County for such Exemption Year (excluding special assessments and ad valorem levies).

“Developer” means New Hartford Office Group, LLC, its members, successors and assigns.

“Effective Date” means the day and year first set forth above.

“Exempt Taxes” means real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company from which the Facility is exempt (because the Agency has a leasehold or other interest in the Facility and the same is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Act) but excluding special assessments and ad valorem levies.

“Exemption Term” means the fifteen (15) year period of time commencing on March 1, 2008.

“Exemption Year” means each one (1) year period of time during the Exemption Term, the first Exemption Year to commence on March 1, 2008.

“Facility” shall mean, collectively, the Land and the Building, which Facility has been leased by the Ryan Companies to the Agency pursuant to the Lease Agreement and leased back by the Agency to the Ryan Companies pursuant to the Leaseback Agreement. The Facility has been or is to be subleased by Ryan Companies to The Hartford. The construction of the Facility is to be 100% complete for real property tax assessment purposes on or before March 1, 2009.

“First Exemption Year Commencement Date” means March 1, 2008.

“Land” shall have the meaning ascribed to such term in the Leaseback Agreement. Generally, the Land consists of that certain 13.5+ acre parcel situate in the New Hartford Business Park and more particularly described in Exhibit A to the Leaseback Agreement.

“Lease Agreement” means that certain Prime Lease Agreement, dated as of October 9, 2007, by and between the Ryan Companies, as lessor, and the Agency, as lessee, with respect to the Facility, a copy of which Lease Agreement is attached hereto and made a part hereof as Exhibit C.

“Leaseback Agreement” means that certain Leaseback Agreement, dated as of October 9, 2007, by and between the Agency, as lessor, and the Ryan Companies, as lessee, with respect to the Facility, a copy of which is attached hereto and made a part hereof as Exhibit D.

“Letter of Credit” means that certain irrevocable standby letter of credit to be issued for, or at the behest of, the Developer, as account party in favor of the Town, as beneficiary, upon such terms and conditions (including the stated amount thereof), and by a commercial bank, satisfactory to the Town, in its sole discretion. Upon the delivery of the original Letter of Credit to the Town, a copy thereof shall be attached hereto and made a part hereof as Exhibit J.

“New Hartford Business Park” means that certain 126.5± acre parcel of real property situate on the northeasterly corner of the NYS Route 5 (Seneca Turnpike)/Woods Highway intersection in the Town of New Hartford, County of Oneida, State of New York, which said parcel of real property is currently being developed as a business/office park by and/or under the auspices of the Developer. The approximate location of the New Hartford Business Park is depicted on the map annexed hereto and made a part hereof as **Exhibit E**.

“New Hartford Business Park PILOT Payments Fund” means that certain interest-bearing account to be established and maintained by the Agency at an FDIC-insured banking organization with an office located in Oneida County, New York (a) into which all of the PILOT Payments actually received by the Agency pursuant to the PILOT Agreement during each Exemption Year are to be deposited and (b) from which it is to pay out (to the extent that there are sufficient funds therein to do so) the monies due to the Town and to each of the Affected Tax Jurisdictions pursuant to this Agreement, if any.

“NYS Route 5(Seneca Turnpike)/Woods Highway Intersection Improvements” means those certain roadway, realignment, signalization and related improvements to be constructed by or for the Town at or within the vicinity of the NYS Route 5 (Seneca Turnpike)/Woods Highway intersection as set forth in Bid Contract #2 in the approximate location depicted in blue on the map attached hereto and made a part hereof as **Exhibit F**.

“PILOT Payments” means the amount annually to be paid by either The Hartford, the Ryan Companies, and/or their respective successors and assigns to the Agency in lieu of Exempt Taxes pursuant to the PILOT Agreement.

“Project” shall have the meaning ascribed to such term in the Act.

“Public Improvements” means those certain public improvements to be made by or for the Town at and within the vicinity of the New Hartford Business Park pursuant to Bid Contract #1 and Bid Contract #2 which are necessary or desirable, in the Town’s sole judgment to improve existing conditions to accommodate the increase in traffic which is expected to result from the development of the New Hartford Business Park, facilitate the flow of such traffic, and reduce any congestion caused by such traffic including, without limitation, (a) the Road C/Road D Improvements, and (b) the NYS Route 5 (Seneca Turnpike)/Woods Highway Intersection Improvements. The approximate locations where the Public Improvements are to be made are depicted in yellow and blue, respectively, on the map attached hereto and made a part hereof as **Exhibit F**.

“Public Improvements BAN” means the bond anticipation note or notes (or tranches thereof) to be issued by the Town to pay for and/or finance some portion or all of the Costs of the Public Improvements. Notwithstanding anything to the contrary contained in this Agreement, the aggregate principal amount of the Public Improvements BAN shall not exceed the sum of \$ 2,300,000.00.

“Public Improvements BAN Issuance Date” means the date on which the Town issues the Public Improvements BAN.

“Public Improvements Bond” means the general obligation bond or bonds (or tranches thereof) to be issued by the Town to pay off the Public Improvement BAN. Notwithstanding anything to the contrary contained in this Agreement, the aggregate principal amount of the Public Improvements Bond shall not exceed the sum of \$2,300,000.00.

“Public Improvements Debt” means all indebtedness incurred by the Town to pay for, finance and/or refinance some portion or all of the Costs of the Public Improvements including, without limitation, (a) the Public Improvements BAN and (b) the Public Improvements Bond. Notwithstanding anything to the contrary contained in this Agreement, the aggregate principal amount of the Public Improvements Debt shall not exceed the sum of \$2,300,000.00, and the aggregate term of the Public Improvements Debt shall not exceed fifteen (15) years.

“Road C/Road D Improvements” means those certain roads and related improvements constructed or to be constructed by or for the Town at or within the vicinity of the New Hartford Business Park as set forth in Bid Contract #1 in the approximate locations depicted in yellow on the map attached hereto and made a part hereof as **Exhibit F**.

“School District” means the New Hartford Central School District, a New York municipal corporation with its principal offices at 33 Oxford Road, New Hartford, New York 13413.

“School District Tax Rate” means with respect to any given Exemption Year (as that term is defined in the PILOT Agreement), the total tax rate per \$1,000.00 of taxable assessed valuation for all taxes levied or imposed by the School District for such Exemption Year (excluding special assessments and ad valorem levies).

“Shortfall in PILOT Payments” means, (a) with respect to the Town’s Actual Annual Debt Service, the difference between the Town’s Actual Annual Debt Service for the calendar year in question and the amount actually allocated to and paid over by the Agency to the Town pursuant to this Agreement for such calendar year (if such paid over amount is less), and (b) with respect to the Town’s Estimated Annual Debt Service, the difference between the Town’s Estimated Annual Debt Service for the calendar year in question and the amount actually allocated to and paid over by the Agency to the Town pursuant to this Agreement for such calendar year (if such paid over amount is less).

“Smith Affidavit” means that certain Affidavit of Paul Smith, Assessor for the Town, sworn to on October 3, 2008, a copy of which is annexed hereto as **Exhibit K**.

“State” means the State of New York, and its agencies and political subdivisions.

“Town” means the Town of New Hartford, a New York municipal corporation with its principal offices at Butler Hall, 48 Genesee Street, New Hartford, New York 13413.

“Town Tax Rate” means, with respect to any Exemption Year the total tax rate per \$1,000.00 of taxable assessed valuation for all taxes levied or imposed by the County for such Exemption Year (excluding special assessments and ad valorem levies).

“Town’s Actual Annual Debt Service” means, with respect to any given calendar year during the term of this Agreement, the aggregate amount actually necessary in such calendar year to pay the Town’s debt service (principal, interest and any other sums) with respect to the Public Improvements Debt.

“Town’s Estimated Annual Debt Service” means, with respect to any given calendar year during the term of this Agreement, the aggregate amount estimated (based on certain financial assumptions made as of the date of this Agreement) to be necessary to pay the Town’s anticipated debt service (principal, interest and any other sums due) with respect to the Public Improvements Debt. A table showing Town’s Estimated Debt Service (in the column thereof entitled “Total Debt Service”) is attached hereto and made a part hereof as **Exhibit G**.

2. Approval of PILOT Agreement by Affected Tax Jurisdictions. Each of the Affected Tax Jurisdictions hereby acknowledges receipt of a copy of the PILOT Agreement, the terms and provisions of which PILOT Agreement are incorporated by reference into and made a part of this Agreement as if set forth in full herein. A copy of the PILOT Agreement is attached hereto and made a part hereof as **Exhibit H**.

3. New Hartford Business Park PILOT Payments Fund. The Agency promptly shall deposit all of the PILOT Payments actually received by it pursuant to the PILOT Agreement into the interest-bearing New Hartford Business Park PILOT Payments Fund. On or before February 15th of each calendar year (beginning CY 2009), the

Agency shall account to each of the Affected Tax Jurisdictions with respect to all transactions involving the New Hartford Business Park PILOT Payments Fund which occurred during the preceding calendar year. Without limiting the generality of the foregoing, the Agency shall account for all deposits made by it into and disbursements made by it from said New Hartford Business Park PILOT Payments Fund during such preceding calendar year.

4. Issuance of Public Improvements BAN/Public Improvements Bond. As soon as is reasonably practicable and prudent after the date of this Agreement, the Town shall issue the Public Improvements BAN in the maximum principal sum of Two Million Three Hundred Thousand Dollars (\$2,300,000.00), at the then prevailing interest rate, to pay for all or some portion of the Costs of the Public Improvements to be located at or within the vicinity of the New Hartford Business Park. Within twelve (12) months of the Public Improvements BAN Issuance Date, the Town will incur a principal debt service obligation with respect to the Public Improvements by either (a) issuing the Public Improvements Bond (the principal of which is to be fully self-amortizing over a term of fourteen (14) years) and use the proceeds thereof to pay off the Public Improvements BAN or (b) renewing the Public Improvement BAN (with a principal amortization). On or before December 31, 2008, (with respect to CY 2008) and on or before February 15th of each calendar year (beginning in CY 2009), the Town shall certify to the Agency and each of the Affected Tax Jurisdictions, in writing, the amount of the Town's Actual Annual Debt Service for such calendar year.

5. Design, Construction and/or Making of Public Improvements. Subject to the satisfaction of all conditions precedent to the Town's obligation to perform Bid Contract #1, and subject to the due execution and delivery of Bid Contract #2, the Town forthwith shall commence and/or continue designing, constructing and/or making the Public Improvements located at or within the vicinity of the New Hartford Business Park, and shall substantially complete the same as soon as is reasonably practicable. Without limiting the generality of the foregoing, the Town shall have no obligation to perform Bid Contract #1 unless and until such time as (a) it has acquired fee title to the lands upon which the Road C/Road D Improvements have been or are being constructed, including the land at or near the Cell Tower and National Grid parcels, which fee title shall be satisfactory to the Town, in its sole discretion, (b) each of the Affected Tax Jurisdictions and the Agency has fully executed and delivered this Agreement; (c) the Developer has delivered to the Town the executed original of the Letter of Credit referenced herein and the same is satisfactory to the Town, in its sole discretion, and (d) the Developer has duly executed and delivered to the Town the Agreement and Individual Guaranty referenced herein and the same is satisfactory to the Town, in its sole discretion. Similarly, the Town shall have no obligation to execute, deliver and/or perform Bid Contract #2 unless and until such time as (x) each of the Affected Tax Jurisdictions and the Agency has fully executed and delivered this Agreement, (y) the Developer has delivered to the Town the executed original of the Letter of Credit referenced herein, and the same is satisfactory to the Town, in its sole discretion, and (z) the Developer has duly executed and delivered to the Town the Agreement and Individual Guaranty referenced herein, and the same is satisfactory to the Town, in its sole discretion. The Town agrees that it shall use all monies allocated and paid over to it by the Agency pursuant to this Agreement in each calendar year (beginning in CY 2008) first to pay the Town's Actual Annual Debt Service for such calendar year before using such monies to directly pay for and/or reimburse itself for the Costs of Public Improvements.

6. Allocation and Distribution of PILOT Payments to Town. As soon as is reasonably practicable during each calendar year (beginning in CY 2009), the Agency shall remit or otherwise pay to the Town from the New Hartford Business Park PILOT Payments Fund an amount equal to the lesser of (a) the PILOT Payments actually received by the Agency in such calendar year pursuant to the PILOT Agreement or (b) the certified amount of the Town's Actual Annual Debt Service for such calendar year. Notwithstanding anything to the contrary herein contained, if in any given calendar year during the term of this Agreement the Town has no actual debt service due with respect to the Public Improvements, the Agency shall remit or otherwise pay to the Town from the New Hartford Business Park PILOT Payments Fund an amount equal to the lesser of (1) the PILOT Payments actually received by the Agency in such calendar year or (2) the Town's Estimated Annual Debt Service for such calendar year.

7. Allocation and Distribution of Excess Amount PILOT Payments to Affected Tax Jurisdictions. If the amount of the PILOT Payments actually received by the Agency pursuant to the PILOT Agreement in any given calendar year during the term of this Agreement exceeds the amount of the Town's Actual Annual Debt Service for such calendar year, then, and in such event, the Agency shall distribute and pay over to each Affected Tax Jurisdiction such Affected Tax Jurisdiction's Regular Percentage Share of such excess amount (but only after the Agency has first distributed and paid over to the Town an amount equal to the Town's Actual Annual Debt Service for such calendar year). If the Town has no actual debt service due with respect to the Public Improvements, and if the amount of the PILOT Payments actually received by the Agency in any given calendar year during the term of this Agreement exceeds the amount of the Town's Estimated Annual Debt Service for such calendar year, then, and in such event, the Agency shall distribute and pay over to each Affected Tax Jurisdiction such Affected Tax Jurisdiction's Regular Percentage Share of such excess amount (but only after the Agency has first distributed and paid over to the Town an amount equal to the Town's Estimated Annual Debt Service for each calendar year).

8. Shortfalls in PILOT Payments. The Town acknowledges that in any one or more given calendar years during the term of this Agreement, there may be a Shortfall in PILOT Payments. The parties hereto acknowledge and agree that neither the County nor the School District nor the Agency shall be obligated to make up any such Shortfall in PILOT Payments. Nothing contained in this Section 8 shall relieve the Agency of its obligation under this Agreement to remit to the Town all or some portion of the PILOT Payments actually received by it in any given calendar year, all as is more particularly set forth herein.

9. Letter of Credit. Any and all Shortfalls in PILOT Payments the Town may realize or incur during the term of this Agreement shall be paid in full by and with monies provided by, and pursuant to, the Letter of Credit from the Developer herein, a copy of which shall be attached hereto and made a part hereof as Exhibit J. Any such Shortfalls in PILOT Payments which the Town may reasonably expect to realize or incur have been calculated and determined in accordance with representations made and information provided in Exhibit G and Smith Affidavit attached hereto and made a part hereof as Exhibit K.

10. Continuation of PILOT Agreement after Fifteenth (15th) Exemption Year. If the PILOT Agreement continues in effect after the fifteenth (15th) Exemption Year thereof, then, and in such event, the Agency promptly shall, during each such subsequent Exemption Year, allocate and pay over to the Town any monies due to the Town between March 1, 2023 and December 31, 2023, inclusive, pursuant to Section 6 above and thereafter allocate and pay over to each of the Affected Tax Jurisdictions such Affected Tax Jurisdiction's Regular Percentage Share of the PILOT Payments received by the Agency during the Exemption Year.

11. Additional Means of Access. Each of the Affected Tax Jurisdictions acknowledges that the overall viability of the New Hartford Business Park, and prospects for the future development thereof, would be significantly enhanced if there were a means of access thereto from NYS Route 840 in addition to the NYS Route 5 (Seneca Turnpike)/Woods Highway intersection. To that end, the Town is currently (a) pursuing the approvals necessary for a break-in-access to NYS Route 840 from Road D, as extended, in the New Hartford Business Park through a signalized intersection, (b) investigating the possibility of land acquisitions and/or condemnation proceedings with respect to certain land located to the east of the Facility so as to provide access to the New Hartford Business Park via Middlesettlement Road and, (c) exploring funding options and alternatives for a bridge over NYS Route 840 (with cloverleaf or other ramps) to connect to Road D, as extended. Each of the Affected Tax Jurisdictions fully intends to pursue and support a Break-In-Access to NYS Route 840 provided such Break-In-Access:

(a) has all needed permits, authorizations, and approvals from all municipalities, regulatory agencies and/or other governmental authorities with jurisdiction thereof;

(b) is fully funded by and is to be paid for entirely with (i) monies generated by additional payment-in-lieu-of-tax agreements relating to properties situate within the New Hartford Business Park, (ii) monies provided directly by the Developer, and/or (iii) monies from State grants and/or other sources of State funding , or some combination thereof; and

(c) is deemed prudent, practical and most viable by each of the Affected Tax Jurisdictions, acting in its sole discretion.

12. Special Assessments and Other Charges. Nothing contained herein shall be deemed to abridge, limit or restrict the ability of an Affected Tax Jurisdiction, if any, (a) to impose or levy and to collect utility and/or service charges (in accordance with its standard rates for such utility and/or service charges in effect from time to time) for furnishing a municipal or private utility service including, without limitation, charges for water service, sanitary sewer service, solid waste collection, etc. to the users within the New Hartford Business Park or (b) to create special assessment districts within the boundaries of the New Hartford Business Park and/or to add, levy and collect special assessments for improvements made within the boundaries of the New Hartford Business Park.

13. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
153 Brooks Road
Rome, New York 13441-4105
Attn.: Chairman

With a Copy To: Bond, Schoeneck & King, PLLC
501 Main Street
Utica, New York 13501
Attn.: Linda E. Romano, Esq.

To the Town: Town of New Hartford
Butler Hall, 48 Genesee Street
New Hartford, New York 13413
Attn.: Town Supervisor

With a Copy To: Gerald J. Green, Esq.
Paravati, Karl, Green & DeBella
12 Steuben Park
Utica, New York 13501

To the County: County of Oneida
County Office Building
800 Park Avenue
Utica, New York 13501
Attn: Commissioner of Finance

With a Copy To: Linda M.H. Dillon, Esq.
County Attorney
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

To the School District: New Hartford Central School District
33 Oxford Road
New Hartford, New York 13413
Attn: District Superintendent

With a Copy To: Joseph G. Shields, Esq.
Ferrara, Fiorenza, Larrison, Barrett & Reitz, P.C.
5010 Campuswood Drive
East Syracuse, New York 13057

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

14. Special Obligation of Agency. (a) The obligations and agreements of the Agency contained herein and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than a Company) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State of New York or of the County of Oneida, and neither the State of New York nor the County of Oneida shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues (if any) of the Agency derived and to be derived from the lease, sale or other disposition of the Facility. The limitations on the obligations of the Agency contained in this Section 13 by virtue of any lack of assurance required by Section 13(b) hereof shall not be deemed to prevent the occurrence and full force and effect of any event of default pursuant hereto.

(b) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless (A) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, and (B) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (C) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result of its compliance with such demand, and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request.

Nothing contained in this Section shall be deemed to render the Company an agent of the Agency.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

17. Amendments. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing executed by all parties to this Agreement.

18. Section Headings. The section headings contained in this Agreement are for convenience and reference only and shall not be used to interpret or construe provisions.

19. Further Assurances. The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may be reasonably necessary to give effect to the purposes of this Agreement and the parties' agreements hereunder.

20. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

22. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue through and including December 31, 2023, unless this Agreement is either extended or sooner terminated by the parties hereto.

23. Miscellaneous. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement Allocating PILOT Payments to be executed and delivered by its duly authorized officer as of the day and year first above written.

SCHOOL DISTRICT:

NEW HARTFORD CENTRAL
SCHOOL DISTRICT

By: _____
Daniel P. Gilligan
Superintendent of Schools

COUNTY:

COUNTY OF ONEIDA

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: _____

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

TOWN:

TOWN OF NEW HARTFORD

By: _____
Earle C. Reed
Town Supervisor

AGENCY:

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
David C. Grow
Chairman

ACKNOWLEDGEMENTS

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

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

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

NOTARY PUBLIC

EXHIBIT A

Bid Contract #1

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528
SECTION 005243 - AGREEMENT

(This document is nearly identical to Standard Form of Agreement Between Owner and Contractor on the basis of a stipulated price, EJCDC Document 1910-8-A-1, 1983 Edition.)

THIS AGREEMENT is dated as of the 12th day of August in the year 20 ⁰⁸ by and between Town of New Hartford (hereinafter called OWNER) and FRED BURROWS TRUCKING AND EXCAVATING, LLC (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified in the Site Plan Set, the Stormwater Pollution Prevention Plan, or indicated in the Contract Documents. The Work is generally described as follows:

SHEET NO.	DESCRIPTION
C-1	TITLE SHEET
C-2	OVERLALL INFRASTRUCTURE PLAN
C-3	PRELIMINARY ROAD PROFILES
C-4	PRELIMINARY ROAD PROFILES
C-5	PRELIMINARY ROAD PROFILES
C-6	DETAILS
C-7	DETAILS
C-8	DETAILS

Town of New Hartford Infrastructure Construction at New Hartford Office Park

ARTICLE 2. ENGINEER AND ENGINEER/ARCHITECT

The Project has been designed by Napierala Consulting, P.C., 110 Fayette Street, Manlius, NY 13104, who is hereinafter called ENGINEER/ARCHITECT and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER and ENGINEER/ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The road construction will be substantially completed on or before Date 08/15/2008, as provided in paragraph 14.04 of the General Conditions, and completed and ready for final payment on or before Date 09/01/2008, in accordance with paragraph 14.07 of the General Conditions.
- 3.2 The water line from Route 5 to Road A and the water line along Woods Highway will be completed and operational on or before Date 07/04/2008, in accordance with paragraph 14.07 of the General Conditions.
- 3.3 LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time.

**Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528**

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Five Hundred dollars (\$1500.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete.

After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Five Hundred dollars (\$1500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

It is understood and agreed that the Contractor will accept as payment in full the summation of products of the actual quantities as approved by the ENGINEER/ARCHITECT by the unit prices bid, no allowance being made for anticipated profit.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for payment will be processed by ENGINEER/ARCHITECT as provided in the General Conditions.

5.1 PROGRESS PAYMENTS

OWNER shall make progress payments on account of the Contract Price on the Basis of Contractor's Applications for Payment as recommended by ENGINEER/ARCHITECT, on or about the 15th day of each calendar month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

As required by Section 106-b of New York State General Municipal Law, when an acceptable Performance Bond and Labor and Materials Payment Bond have been furnished in accordance with paragraph 5.1 of the General Conditions:

- A. Prior to Substantial Completion progress payments will be in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER/ARCHITECT shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions (including any amounts necessary to satisfy any claims, liens, or judgments against CONTRACTOR which have not been suitably discharged):

95% of the Work completed (resulting from a 5% retainage), and

95% of materials and equipment not incorporated in the Work (resulting from a 5% retainage), but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions.

- B. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price (resulting from 0% retainage). Less such amounts as ENGINEER/ARCHITECT shall determine.

**Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528**

OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions and less such amounts as follows:

1. Two times the value of any uncompleted items of Work.
2. An amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR which have not been suitably discharged.

5.2 FINAL PAYMENT

Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER/ARCHITECT as provided in said paragraph 14.13.

ARTICLE 6. INTEREST

Any moneys not paid when due hereunder will bear no interest.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

**Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528**

- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER/ARCHITECT written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER/ARCHITECT is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement, Section 005243 (pages 1 to 8, inclusive).
- 8.2 Bonds and Certificates
- A. Statement of Surety's Intent 006276.16 (pages 1 to 1, inclusive including attachments).
 - B. Performance Bond, Section 006113.13 (pages 1 to 1, inclusive including attachments).
 - C. Labor and Materials Payment Bond, Section 006113.16 (pages 1 to 1, inclusive, including attachments).
 - D. Certificates of Insurance, Section 006216 (pages 1 to 1, inclusive).
 - E. Certificate of Owner's Attorney, Section 006217 (pages 1 to 1, inclusive).
- 8.3 Notice of Award (not attached hereto).
- 8.4 Standard General Conditions of the Construction Contract, Section 00700 (pages 1 to 32, inclusive).
- 8.5 Supplementary Conditions
- A. Modifications to General Conditions, Section 007300 (pages 1 to 12, inclusive).
 - B. Additional Articles, Section 007310 (pages 1 to 7, inclusive)
 - C. New York State Agency Requirements, Section 007310 (pages 1 to 47, inclusive).
 - D. Employers Ineligible to Bid On Or Be Awarded Any Public Work, Section 007310
- 8.6 Specifications bearing the title:

**Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528**

and consisting of 18 sections and 100 pages, as listed in the table of contents thereof.

Drawings (not attached hereto) consisting of 6 sheets as listed in the Drawings Index, Section 00800, with each sheet bearing the following general title: **Town of New Hartford Infrastructure Construction at New Hartford Office Park Project No. 05-0528**

- 8.7 Addenda and Modifications (numbers 1 to 1, inclusive) as

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528
included in Section 009000.

8.8 Contractors Bid

- A. Bid Form, Section 004143 (pages 1 to 7, inclusive).
- B. Supplements to Bid Form
1. Bid Security, Section 004313 (pages 1 to 1, inclusive, including attachments).
 2. Bidder's Qualification Statement, Section 004513 (pages 1 to 3 inclusive).
 3. Subcontractor Listing, Section 004336 (pages 1 to 1 inclusive).
 4. Material and Equipment Suppliers' Listing, Section 004333 (pages 1 to 1, inclusive).
 5. Non-Collusive Bidding Certification, Section 004519 (page 1 to 1, inclusive).
 6. Performance Bond Information Form, Section 006113.13 (page 1 to 1, inclusive).
 7. Safety and Fitness for Duty Program.

8.9 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to _____, inclusive).

8.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions. These may include such items as Field Orders, Change Orders, Work Directive Changes, Approved Shop Drawings, etc.

8.11 The documents listed in paragraphs 8.2 and following above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 The CONTRACTOR shall supply certified payroll reports to the project labor agreement manager on a weekly basis for the purpose of tracking MBE/WBE - EEO

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528
requirements.

ARTICLE 10. OTHER PROVISIONS

None

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One or more counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER/ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER/ARCHITECT on their behalf. This Agreement will be effective on August 12, 20 08 (Effective date to be filled in by last party to sign Agreement, usually Owner, and, unless otherwise desired, should normally be the date when the last party fully signs and executes the Agreement, see General Conditions, Section 007200, Article 1. Date of Agreement on first page may be different and is only for convenience in identifying the Agreement.)

OWNER: Town of New Hartford

(print or type company, corporate or municipal name)

Earle C. Reed

(signature)

(print individual's name & title)

On August 12, 2008 before me came Earle C Reed, to me known as the Town Supervisor, and who executed this agreement before me

Attest (officer or notary public):

Shirley Wolanin Young
(signature)

SHIRLEY WOLANIN YOUNG
Notary Public, State of New York
Reg. # 01YO4844268
Appointed in Oneida County
My Commission Expires 12/31/2009

(name & title, or notary stamp)

(Corporate or Municipal Seal)

Address for Giving Notices:

Town of New Hartford
Sanger Building
111 New Hartford St
New Hartford, NY 13413

If OWNER is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of Agreement.

SPECIAL TOWN BOARD MEETING

June 18, 2008

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~~**Property Maintenance – 1122 Pleasant Street**~~

~~Upon advice of Attorney for the Town Gerald Green, the Codes Enforcement Officer will pursue abatement of conditions at 1122 Pleasant Street under New York State's public property nuisance legislation.~~

~~**HIGHWAY SUPERINTENDENT.**~~

~~**Change Order - Final Design Contract: Stormwater Improvements (Oxford-Kellogg-Tibbitts- Road)**~~

~~With regard to the Shumaker Engineering Change Order in the amount of Fifty-four Hundred Dollars (\$5400) authorized by Resolution No. 125 at the May 13, 2008 Town Board meeting, Highway Superintendent Cleveland presented the related documents for the Town Supervisor's signature.~~

~~**Award of Competitive Bid – Infrastructure, New Hartford Business (Office) Park**~~

~~Highway Superintendent Cleveland submitted a small map of the Business Park that showed various bids or segments of this project that are to be constructed. Bids on the infrastructure were due into the Town Clerk's Office on Monday, June 16, 2008; only one (1) bid had been received, that being from *Fred Burrow's Trucking & Excavating, LLC* for:~~

- General Conditions
- Site Work
- Sanitary Sewer – Road C
- Water Distribution – Road C and Road D
- Water Distribution – Woods Highway
- Stormwater
- Road Construction
- Pedestrian Walk
- Alternates
- Add Items.

Roads C & D are part of the Town's bond issue and also includes water construction up to Road A; any extension will be at the developer's expense both on Roads A & B as well as water line and sewer extension on those roads. Upon presentation of Superintendent Cleveland, Councilman Payne offered the following Resolution for adoption; seconded by Councilman Reynolds:

(RESOLUTION NO. 166 OF 2008)

WHEREAS, the Town of New Hartford did authorize bid letting for Bid Package No. 1 (Contract 1), Infrastructure Improvements to the New Hartford Office Park; and

SPECIAL TOWN BOARD MEETING

June 18, 2008

Page 5

WHEREAS, the Town did receive bids on June 16, 2008, and did open same at 11:00 A.M. at the Town Clerk's Office on said date; and

WHEREAS, the firm of *Fred Burrows Trucking & Excavating, LLC*, 437 Oriskany Boulevard, Whitesboro, New York 13492 was the sole bidder; and

WHEREAS, the total bid amount for work Items 1 – 7 and 9 was One Million Three Hundred Thirty-two Thousand Eight Hundred Ninety-five Dollars (\$1,332,895); and

WHEREAS, the Town has canvassed the bid and finds as follows:

- That *Fred Burrows Trucking and Excavating* did receive Addendum No. 1
- That the extended prices and the total amount of the Bid are accurate
- That in submitting the Bid, the Bidder did provide a Bid Bond in the amount of Five Percent (5%) of the Bid
- That in submitting the Bid, the Bidder did execute the Non-Discrimination Form
- That in submitting the Bid, the Bidder did execute the Non-Collusive Certification
- That in submitting the Bid, the Bidder did complete the Statement of Surety's Intent
- That in submitting the Bid, the Bidder did complete the Bidders Qualification Statement
- That in submitting the Bid, the Bidder did submit the Sub-Contractor listing
- That the apparent low Bidder is willing to perform the work for the Bid price, less the road paving
- That the apparent low Bidder has submitted the required Bonds and Insurances

THEREFORE, BE IT RESOLVED that the Town has reviewed the Bid of *Fred Burrows Trucking & Excavating, LLC*, and finds it to be the lowest, responsive, responsible and only Bid in the amount of One Million Three Hundred Thirty-two Thousand Eight Hundred Ninety-five Dollars \$1,332,895); and

RESOLVED that the Town of New Hartford does choose to utilize the Town's Bituminous Paving Contract to install the asphalt concrete required of this Contract for road paving; and

RESOLVED that *Fred Burrows Trucking & Excavating, LLC* both acknowledges and agrees to the reduction in Bid Price from One Million Three Hundred Thirty-two Thousand Eight Hundred Ninety-five Dollars (\$1,332,895) to One Million One Hundred Forty-eight Thousand Eight Hundred Sixteen Dollars (\$1,148,816), reflecting the

REGULAR TOWN BOARD MEETING

June 18, 2008

Page 6

reduction in price for the elimination of road paving (see attached letter dated June 18, 2008); and

RESOLVED that the Town Board does hereby award Contract No. 1 to *Fred Burrows Trucking & Excavating, LLC*, in the amount of One Million One Hundred Forty-eight Thousand Eight Hundred Sixteen Dollars (\$1,148,816), subject to the following conditions:

- That Contract No. 1, being for the construction, installation and improvement work in and adjacent to the New Hartford Office Park is awarded to *Fred Burrows Trucking & Excavating, LLC*, upon condition that no work or improvements shall be performed on any land, property or real estate parcels to which the Town does not have good and proper title, or that is otherwise in public ownership. The condition includes Road C and Road D as well as the proposed intersection at which Woods Highway will connect to Road D as such roads and intersection are identified on Map C-2, dated May 5, 2008, a copy of which is attached hereto and made a part of this Resolution; and
- That prior to commencing construction, that the Contractor provides the Owner (Town of New Hartford) with the required schedules of construction; and

RESOLVED that the Town Board does hereby authorize the issuance of a Notice to Proceed, based on the conditions herein previously stated herein.

Upon roll call, the Town Board voted as follows:

Councilwoman Krupa	-	Aye
Councilman Reynolds	-	Aye
Councilman Woodland	-	ABSENT
Councilman Payne	-	Aye
Supervisor Reed	-	Aye.

The Supervisor declared the Resolution unanimously carried and duly **ADOPTED**.

~~***Inter-Municipal Agreement – Sauquoit Creek Basin Inter-Municipal Commission***~~

~~Upon presentation by the Highway Superintendent, Councilman Reynolds introduced the following Resolution for adoption; seconded by Councilwoman Krupa:~~

~~**(RESOLUTION NO. 167 OF 2008)**~~

~~**RESOLVED** that the New Hartford Town Board does hereby authorize and direct the Town Supervisor to enter into and to execute an Inter-Municipal Agreement between the~~

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528

CONTRACTOR: **FRED BURROWS TRUCKING AND EXCAVATING, LLC**
(print or type company name)

By: _____ **FREDERICK R. BURROWS, JR.**
(signature) (print individual's name & title)

Attest (officer or notary public):

(signature)

STATE OF NEW YORK
COUNTY OF ONEIDA
Notary Public, State of New York
Oneida County. #01L06017152
Commission Expires December 7, 2010

ON AUGUST 5, 2008 BEFORE ME CAME FREDERICK R. BURROWS, JR.,
TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT
HE EXECUTED THE SAME.

(name & title, or notary stamp) (Corporate Seal)

Address for Giving Notices: **437 ORISKANY BOULEVARD**
WHITESBORO, NY 13492

License No. _____

Agent for Service of Process (name & address): _____

IF CONTRACTOR is a partnership, all partners must sign.
IF CONTRACTOR is a corporation, a president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) must sign.
IF CONTRACTOR is a joint venture, each joint venturer must sign.
END OF SECTION 005243

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528
SECTION 006113.13 - PERFORMANCE BOND

Attach bond here.

END OF SECTION 006113.13

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond #837043904

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that FRED BURROWS TRUCKING & EXCAVATING, LLC

**437 ORISKANY BLVD.
WHITESBORO, NY 13492**

as Principal, hereinafter called Contractor, and, LIBERTY MUTUAL INSURANCE COMPANY

**SALINA MEADOWS OFFICE PARK
SYRACUSE, NY 13212**

as Surety, hereinafter called Surety, are held and firmly bound unto TOWN OF NEW HARTFORD

**48 GENESEE ST.
NEW HARTFORD, NY 13413**

as Obligee, hereinafter called Owner, in the amount of
**ONE MILLION THREE HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED NINETY FIVE AND 00/100
Dollars
(\$ 1,332,895.00),**

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated **June 18th, 2008**, entered into a contract with Owner for

**TOWN OF NEW HARTFORD INFRASTRUCTURE CONSTRUCTION AT NEW HARTFORD OFFICE
PARK**

in accordance with Drawings and Specifications prepared by
NAPIERALA CONSULTING 110 FAYETTE STREET MANLIUS, NY 13104

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

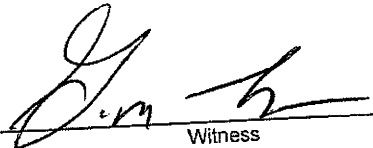
2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of


defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damage for which the Surety may be liable hereunder, the amount of the contract price", as used in this paragraph, set forth in the first paragraph hereof, the term "Balance" shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this 18th day of June, 2008


Witness


Witness

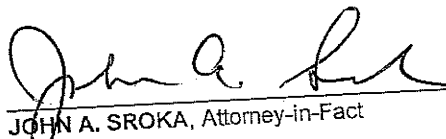
FRED BURROWS TRUCKING & EXCAVATING,
LLC

Principal

Seal

LIBERTY MUTUAL INSURANCE COMPANY
Surety

Seal


JOHN A. SROKA, Attorney-in-Fact

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond #837043904

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that **FRED BURROWS TRUCKING & EXCAVATING, LLC**

**437 ORISKANY BLVD.
WHITESBORO, NY 13492**

as Principal, hereinafter called Contractor, and, **LIBERTY MUTUAL INSURANCE COMPANY**

**SALINA MEADOWS OFFICE PARK
SYRACUSE, NY 13212**

as Surety, hereinafter called Surety, are held and firmly bound unto **TOWN OF NEW HARTFORD**

**48 GENESEE ST.
NEW HARTFORD, NY 13413**

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
ONE MILLION THREE HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED NINETY FIVE AND 00/100
Dollars (\$ **1,332,895.00**),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated **June 18th, 2008** entered into a contract with Owner for
TOWN OF NEW HARTFORD INFRASTRUCTURE CONSTRUCTION AT NEW HARTFORD OFFICE PARK

in accordance with Drawings and Specifications prepared by
NAPIERALA CONSULTING 110 FAYETTE STREET MANLIUS, NY 13104

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Owner shall not be liable for payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the

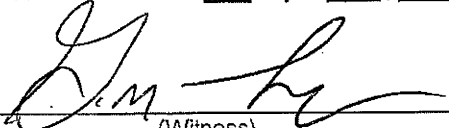
party to whom materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

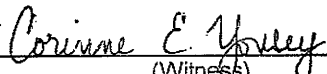
c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against said improvements whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 18th day of June, 2008.



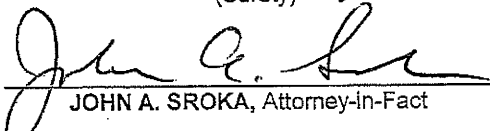
(Witness)



(Witness)

FRED BURROWS TRUCKING & EXCAVATING, LLS
(Principal) (Seal)

LIBERTY MUTUAL INSURANCE COMPANY
(Surety) (Seal)



JOHN A. SROKA, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **LORI L. VANAUKEN, VICTOR A. DISERIO, CHARLES J. LACOMB, ROBERT J. RAYO, LINDA J. PROVO, CORINNE E. YOUSEY, JOHN A. SROKA, ALL OF THE CITY OF SYRACUSE, STATE OF NEW YORK**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY MILLION AND 00/100******* DOLLARS (\$ **20,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 20th day of March 2008

LIBERTY MUTUAL INSURANCE COMPANY

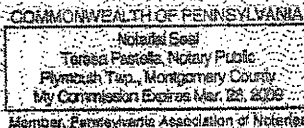
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 20th day of March, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 18th day of June, 2008.



By David M. Carey
David M. Carey, Assistant Secretary

NOT valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PRINCIPAL'S ACKNOWLEDGEMENT
INDIVIDUAL VERIFICATION

State of _____
County of _____

On this _____ day of _____, in the year 20____, before me personally came _____ to me known, and known to me to be the person (s) who is (are) described in and who executed the forgoing instrument, and acknowledges to me that he (they) executed the same.

(Notary Public)

LIMITED LIABILITY COMPANY VERIFICATION

State of New York
County of ONEIDA

On this 18 day of June, in the year 2008, before me personally appeared Fred Burrows Sr, to me known and known to me to be the person who executed the foregoing Agreement, and who being by me duly sworn, deposes and says that (s)he is the member of Fred Burrows Trucking & Equipment, LLC A Limited Liability Company, and that (s) he executed the foregoing Agreement as the act and deed of the said Limited Liability Company.

GINA M. LONG
Notary Public, State of New York
Oneida County. #01L06017152
Commission Expires December 7, 2010

[Signature]
(Notary Public)

CORPORATE VERIFICATION

State of _____
County of _____

On this _____ day of _____, in the year 20____, before me personally came _____ to me known, who, being by me duly sworn, deposes and says that (s) he resides in the City of _____ that (s) he is the _____ of the _____ the corporation described in and which executed the foregoing instrument, that (s) he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that (s) he signed his/her name thereto by like order.

(Notary Public)

SURETY ACKNOWLEDGEMENT

State of New York
County of Onondaga

On this 18th day of June in the year 2008, before me personally came John A. Sroka to me known, who, being by me duly sworn, did depose and say that (s)he resides in Syracuse, NY; that (s) he is the Attorney-in-Fact of the Liberty Mutual Insurance Company, the corporation described in and which executed the attached instrument; that (s) he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that signed his/her name thereto by like order.

[Signature]
(Notary Public)

CORINNE E. YOUSEY
Notary Public, State of NY
No. 01YO6149825
Certified in Onondaga Co.
My Commission Exp. July 17, 2010

ASSETS

	Current Year			Prior Year
	1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	4 Net Admitted Assets
1. Bonds (Schedule D)	15,335,083,671		15,335,083,671	14,335,788,480
2. Stocks (Schedule D):				
2.1 Preferred stocks	322,986,839		322,986,839	234,308,916
2.2 Common stocks	7,848,889,947	271,819,000	7,377,050,947	5,059,085,324
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	429,255,101		429,255,101	249,560,880
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	418,581,083		418,581,083	326,163,102
4.2 Properties held for the production of income (less \$ 0 encumbrances)	1,069,882		1,069,882	1,111,445
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 212,535,233, Schedule E-Part 1), cash equivalents (\$ 92,190,216, Schedule E-Part 2) and short-term investments (\$ 523,294,378, Schedule DA)	828,119,827		828,119,827	1,207,665,883
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	4,644,249,806	1,597,635	4,642,652,171	3,447,295,291
8. Receivables for securities	13,535,760		13,535,760	41,352,591
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	29,641,731,918	273,416,635	29,368,315,281	24,912,331,857
11. Title plants less \$ 0 charged off (for Title insurers only)				
12. Investment income due and accrued	175,281,336		175,281,336	168,971,988
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	963,823,216	35,685,825	928,137,391	793,139,192
13.2 Deferred premiums, agents' balances and instalments booked but deferred and not yet due (including \$ 34,554 earned but unbilled premiums)	1,638,538,797	3,827	1,638,534,970	1,462,229,358
13.3 Accrued retrospective premiums	438,736,847	51,047,015	387,689,832	462,717,401
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	685,885,885		685,885,885	740,190,011
14.2 Funds held by or deposited with reinsured companies	28,022,671		28,022,671	78,959,530
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	2,597,574	2,437,580	159,994	
16.1 Current federal and foreign income tax recoverable and interest thereon	118,948,060		118,948,060	13,749,788
16.2 Net deferred tax asset	900,020,000	269,859,863	630,160,137	555,086,006
17. Guaranty funds receivable or on deposit	29,552,458		29,552,458	32,691,812
18. Electronic data processing equipment and software	263,119,215	213,712,586	49,406,629	42,760,804
19. Furniture and equipment, including health care delivery assets (\$ 0)	98,104,898	98,104,898		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	238,268,882		238,268,882	235,522,572
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	633,225,209	82,381,943	550,843,266	611,661,867
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	35,855,854,744	1,026,830,172	34,829,024,572	29,920,012,089
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	35,855,854,744	1,026,830,172	34,829,024,572	29,920,012,089

DETAILS OF WRITE-INS				
0901				
0902				
0903				
0998. Summary of remaining write-ins for Line D9 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line D9 above)				
2301. Other assets	212,369,497	72,186,660	140,182,837	164,433,789
2302. Cash surrender value life insurance	204,675,583		204,675,583	182,038,957
2303. Equities and deposits in pools and associations	32,235,328		32,235,328	20,497,883
2398. Summary of remaining write-ins for Line 23 from overflow page	183,944,833	10,195,283	173,749,550	164,681,241
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	633,225,209	82,381,943	550,843,266	611,661,867

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528

ATTACH TO PAGE 006113.13 - 1

PERFORMANCE BOND FORM

BOND NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Individual, Partnership, Corporation, Joint Venture) hereinafter called
PRINCIPAL, and

(Name of Surety)

(Address of Surety)

a corporation created and existing under the laws of the State of
_____, hereinafter called SURETY, are held and firmly
bound unto

Town of New Hartford

(Name of Owner)

Butler Hall, 48 Genesee Street, New Hartford, NY 13413

(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____ Dollars (\$ _____),

in lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a
certain contract with the OWNER, dated the _____ day of
_____, 20_____, a copy of which is hereto attached and
made a part hereof for the construction of:

(continued on page 00630 - 1)

END OF FORM

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528

SECTION 006113.16 - LABOR AND MATERIALS PAYMENT BOND

Attach bond here.

END OF SECTION 006113.16

See attached Performance and Labor and Materials
Payment Bond

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528

ATTACH TO PAGE 006113.16 - 1
LABOR AND MATERIALS PAYMENT BOND FORM BOND

NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a

(Individual, Partnership, Corporation, Joint Venture)
hereinafter called PRINCIPAL, and

(Name of Surety)

(Address of Surety)

a corporation created and existing under the laws of the State of _____, hereinafter
called SURETY, are held and firmly bound unto

Town of New Hartford

(Name of Owner)

Butler Hall, 48 Genesee Street, New Hartford, NY 13413

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or
which may furnish labor, or who furnish materials to perform as described under the
contract and to their successors and assigns in the penal sum of

_____ Dollars (\$ _____),
in lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a
certain contract with the OWNER, dated the _____ day of
_____, 20_____, a copy of which is hereto attached and
made a part hereof for the construction of:

(continued on page 00630 - 1)

END OF FORM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 6/17/08
PRODUCER Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. Box 4743 Syracuse, NY 13221-4743	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Fred Burrows Trucking, Etal 437 Oriskany Street Whitesboro, NY 13492	INSURERS AFFORDING COVERAGE INSURER A: ST. PAUL -Travelers INSURER B: Travelers Prop. Cas. Co. of Americ INSURER C: INSURER D: INSURER E:	NAIC # 5000

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y630496D4100	08/13/07	08/13/08	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$5,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y810496D4100	08/13/07	08/13/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	YSMCUP496D4100	08/13/07	08/13/08	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Leased Rented Equipment	QT660174D4380	08/13/07	08/13/08	\$150,000 Limit \$1,000 Ded Special Cause of Loss	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Town of New Hartford Infrastructure Construction at New Hartford Office Park Project.
 Town of New Hartford is named as Additional Insured.
 (See Attached Descriptions)

CERTIFICATE HOLDER

Town of New Hartford
 48 Genesee Street
 New Hartford, NY 13413

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James D. Freyer, Jr.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Owners Contractors Protective Liability Policy - BINDER959385 - Effective 6/17/08-09.
Policy in the Name of: Town of New Hartford, Limits of Liability - \$1,000,000 Per
Occurrence, \$2,000,000 Aggregate.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
GROUP SELF-INSURANCE**

<p>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Fred Burrows Trucking, Etal 437 Oriskany Blvd. Whitesboro, NY 13492</p>	<p>1d. Business Telephone Number of Business referenced in box "1a" (315) 736-1971</p> <hr/> <p>1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"</p>
<p>1b. Effective Date of Membership in the Group 8/13/02</p>	<p>1f. Federal Employer Identification Number of Business referenced in box "1a" 16-1509945</p>
<p>1c. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded</p>	<p>3. Name and Address of Group Self-Insurer Associated Builders and Contractors Compensation Trust c/o Reller Risk Management (W333256) 6315 Fly Road East Syracuse, NY 13057 315-432-8210 (f) 315-432-9478</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) Town of New Hartford 48 Genesee St. New Hartford, NY 13413</p>	

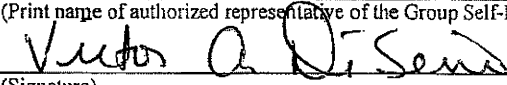
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Victor A. DiSerio, CEO
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  6/11/08
(Signature) (Date)

Title: Authorized Representative

Telephone Number: (315) 451-1500

WORKERS COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Release Note: This Certificate is valid only for a maximum of one year after this form is approved by the authorized representative of the Group Self-Insurer. At the expiration of that date, if the business continues to be named on a permit, license or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of such participation in group self insurance.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

Associated Builders and Contractors Compensation Trust

ATTACHMENT TO CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

Name & Address of Business Participating in Group Self-Insurance Fred Burrows Trucking, Etal 437 Oriskany Blvd. Whitesboro, NY 13492

Description of Operations/Locations:	
Policy Number:	W333256
Workers' Compensation Limits:	Statutory
Employers Liability Limit:	
Each Accident:	\$100,000
Disease Policy Limit:	\$500,000
Disease – Each Employee	\$100,000

ACORD™ INSURANCE BINDER

DATE
06/17/08

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. Box 4743 Syracuse, NY 13221-4743	PHONE (A/C, No, Ext): 315-451-1500 FAX (A/C, No):	COMPANY Travelers Indemnity Co.	BINDER # BINDER959385
AGENCY CUSTOMER ID: 46779	INSURED Town of New Hartford 48 Genesee St. Utica, NY 13413	DATE EFFECTIVE 06/17/08	TIME 12:01
CODE:	SUB CODE:	DATE EXPIRATION 07/17/08	TIME 12:01 AM X PM NOON
AGENCY CUSTOMER ID: 46779		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Contractor: Fred Burrows Trucking & Excavating, LLC 438 Oriskany Blvd. Whitesboro, NY 13492	

COVERAGES **LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC CAUSES OF LOSS				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Contractors Protective Liab.	OCP Policy in the N/O: Town of New Hartford RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$ 1,000,000
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$ 2,000,000
		PRODUCTS - COMP/OP AGG		\$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		
		STATED AMOUNT		\$
		OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/ OTHER COVERAGES Fred Burrows Trucking and Excavating, LLC Town of New Hartford		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>James D. Freyer, Jr.</i>	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528

SECTION 006216 - CERTIFICATES OF INSURANCE

Attach insurance certificates here.

END OF SECTION 006216

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528

SECTION 006217 - CERTIFICATE OF OWNER'S ATTORNEY I,
the undersigned _____

the duly authorized and acting legal representative of the ~~Town of New Hartford~~ _____

do hereby certify that I have examined the attached contract and the Surety Bond(s) attached thereto and the manner of execution thereof; and that I am of the opinion that each of the aforesaid agreements has been executed by the proper representatives; and that said representatives have respectively the full power and authority to execute said agreements on behalf of the respective parties named therein; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signed: Gerald J. Green

Name: Gerald J. Green

Title: Town Attorney

Date: August 7, 2008

END OF SECTION 006217

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528

SECTION 006276.16 - Statement of Surety's
Intent

Attach statement here.

END OF SECTION 006276.16

Town of New Hartford Infrastructure Construction at New Hartford Office Park
Project No. 05-0528

Bid

Statement of Surety's Intent

To: Town of New Hartford

We have reviewed the Bid of Fred Burrows Trucking & Excavating, LLC
(Contractor)

of 437 Oriskany Blvd. Whitesboro, NY 13492
(Address)

for Town of New Hartford Infrastructure Construction at New Hartford Office Park
(Project)

Bids for which will be received on June 16, 2008
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be Accepted and the Contract Awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest:

Corinne E. Yousey

Liberty Mutual Insurance Company

Linda J. Provo
Surety's Authorized Signature(s)

Linda J. Provo, Attorney-in-Fact

Attached Power of Attorney

Corporate seal if any. (If no seal, write
"NO SEAL" across this place and sign.)

(This form must be completed Prior
to the submission of the Bid)

EXHIBIT B

Bid Contract #2

Town of New Hartford, New Hartford Office Park
 NYS Route 5 Highway Improvement Plans
 Project No. 08-0784
 SECTION 005243 - AGREEMENT

(This document is nearly identical to Standard Form of Agreement Between Owner and Contractor on the basis of a stipulated price, EJDC Document 1910-8-A-1, 1983 Edition.)

THIS AGREEMENT is dated as of the 7th day of October in the year 2008 by and between Town of New Hartford (hereinafter called OWNER) and CCI Companies, Inc. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

SHEET NO.	DESCRIPTION	DRAWING NO.
1	TITLE SHEET AND INDEX	COVER
2	TYPICAL SECTIONS	TS-1
3	LEGEND	L-1
4	ABBREVIATIONS AND GENERAL NOTES	AGN-1
5-8	WORK ZONE TRAFFIC CONTROL	TCP-1 - TCP-4
9	MISCELLANEOUS TABLES	MT-1
10	MISCELLANEOUS DETAILS	MD-1
11	DRAINAGE TABLES	DT-1
12	DRAINAGE PROFILES	DPR-1
13-17	GENERAL ROADWAY PLAN	PL-1 - PL-5
18-19	PROFILE	PR-1 - PR-2
20	SIGNAGE AND PAVEMENT MARKING PLAN	SPM-1
21-23	TRAFFIC SIGNAL PLANS AND DETAILS	TRF-1 - TRF-3

Town of New Hartford, New Hartford Office Park
 NYS Route 5 Highway Improvement Plans

ARTICLE 2. ENGINEER AND ENGINEER/ARCHITECT

The Project has been designed by GTS Consulting, 1396 White Ridge Rd., Chittenango, NY 13037, who is hereinafter called ENGINEER/ARCHITECT and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER and ENGINEER/ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed on or before Date 10/01/08, as provided in paragraph 14.04 of the General Conditions, and completed and ready for final payment on or before Date 10/15/08, in accordance with paragraph 14.07 of the General Conditions.

3.2 LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties

Town of New Hartford, New Hartford Office Park
 NYS Route 5 Highway Improvement Plans
 Project No. 08-0784

involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three Hundred and Fifty dollars (\$350.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete.

After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Three Hundred and Fifty dollars (\$350.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

It is understood and agreed that the Contractor will accept as payment in full the summation of products of the actual quantities as approved by the ENGINEER/ARCHITECT by the unit prices bid, no allowance being made for anticipated profit.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for payment will be processed by ENGINEER/ARCHITECT as provided in the General Conditions.

5.1 PROGRESS PAYMENTS

OWNER shall make progress payments on account of the Contract Price on the Basis of Contractor's Applications for Payment as recommended by ENGINEER/ARCHITECT, on or about the 15th day of each calendar month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 14.01 of the General Conditions (and in case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

As required by Section 106-b of New York State General Municipal Law, when an acceptable Performance Bond and Labor and Materials Payment Bond have been furnished in accordance with paragraph 5.01 of the General Conditions:

- A. Prior to Substantial Completion progress payments will be in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER/ARCHITECT shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions (including any amounts necessary to satisfy any claims, liens, or judgments against CONTRACTOR which have not been suitably discharged):

95% of the Work completed (resulting from a 5% retainage), and

95% of materials and equipment not incorporated in the Work (resulting from a 5% retainage), but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions.

Town of New Hartford, New Hartford Office Park
NYS Route 5 Highway Improvement Plans
Project No. 08-0784

- B. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price (resulting from 0% retainage), less such amounts as ENGINEER/ARCHITECT shall determine, or OWNER may withhold, in accordance with paragraph 14.07 of the General Conditions and less such amounts as follows:
1. Two times the value of any uncompleted items of Work.
 2. An amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR which have not been suitably discharged.

5.2 FINAL PAYMENT

Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER/ARCHITECT as provided in said paragraph 14.07.

ARTICLE 6. INTEREST

Any moneys not paid when due hereunder will bear no interest.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price,

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within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.

- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER/ARCHITECT written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER/ARCHITECT is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement, Section 005243 (pages 1 to 8, inclusive).
- 8.2 Bonds and Certificates
- A. Statement of Surety's Intent 006276.16 (pages 1 to 1, inclusive including attachments).
 - B. Performance Bond, Section 006113.13 (pages 1 to 1, inclusive including attachments).
 - C. Labor and Materials Payment Bond, Section 006113.16 (pages 1 to 1, inclusive, including attachments).
 - D. Certificates of Insurance, Section 006216 (pages 1 to 1, inclusive).
 - E. Certificate of Owner's Attorney, Section 006217 (pages 1 to 1, inclusive).
- 8.3 Notice of Award (not attached hereto).
- 8.4 Standard General Conditions of the Construction Contract, Section 00700 (pages 1 to 47, inclusive).
- 8.5 Supplementary Conditions
- A. Modifications to General Conditions, Section 007300 (pages 1 to 12, inclusive).
 - B. Additional Articles, Section 007310 (pages 1 to 7, inclusive)
 - C. New York State Agency Requirements, Section 007310 (pages 1 to 47, inclusive).
 - D. Employers Ineligible to Bid On Or Be Awarded Any Public Work, Section 007310
- 8.6 Specifications
- A. Specifications for all work within the NYSDOT Right of Way will conform to the NYSDOT Standard Specifications.
 - B. Work not within the NYSDOT ROW will comply with the Specifications bearing the title:

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and consisting of 18 sections and 100 pages, as listed in the table of contents thereof.

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Drawings (not attached hereto) consisting of 23 sheets as listed in the Drawings Index, Section 00800, with each sheet bearing the following general title: *Town of New Hartford, New Hartford Office Park NYS Route 5 Highway Improvement Plans*
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- 8.7 Addenda and Modifications (numbers 1 to 2, inclusive) as included in Section 009000.
- 8.8 Contractors Bid
- A. Bid Form, Section 004143 (pages 1 to 7, inclusive).
- B. Supplements to Bid Form
1. Bid Security, Section 004313 (pages 1 to 1, inclusive, including attachments).
 2. Bidder's Qualification Statement, Section 004513 (pages 1 to 3 inclusive).
 3. Subcontractor Listing, Section 004336 (pages 1 to 1 inclusive).
 4. Material and Equipment Suppliers' Listing, Section 004333 (pages 1 to 1, inclusive).
 5. Non-Collusive Bidding Certification, Section 004519 (page 1 to 1, inclusive).
 6. Performance Bond Information Form, Section 006113.13 (page 1 to 1, inclusive).
 7. Safety and Fitness for Duty Program.
- 8.9 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to _____, inclusive).
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions. These may include such items as Field Orders, Change Orders, Work Directive Changes, Approved Shop Drawings, etc.
- 8.11 The documents listed in paragraphs 8.2 and following above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this

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restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 The CONTRACTOR shall supply certified payroll reports to the project labor agreement manager on a weekly basis for the purpose of tracking MBE/WBE - EEO requirements.

ARTICLE 10. OTHER PROVISIONS

None

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One or more counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER/ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER/ARCHITECT on their behalf. This Agreement will be effective on _____, 20____ (Effective date to be filled in by last party to sign Agreement, usually Owner, and, unless otherwise desired, should normally be the date when the last party fully signs and executes the Agreement, see General Conditions, Section 007200, Article 1. Date of Agreement on first page may be different and is only for convenience in identifying the Agreement.)

OWNER: Town of New Hartford
(print or type company, corporate or municipal name)

(signature) (print individual's name & title)

Attest (officer or notary public): _____
(signature)

(name & title, or notary stamp) (Corporate or Municipal Seal)

Address for Giving Notices:
Town of New Hartford
Sanger Building
111 New Hartford St
New Hartford, NY 13413

If OWNER is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of Agreement.

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CONTRACTOR: _____
(print or type company name)

By: _____
(signature) (print individual's name & title)

Attest (officer or notary public):

(signature)

(name & title, or notary stamp) (Corporate Seal)

Address for Giving Notices: _____

License No. _____

Agent for Service of Process (name & address): _____

IF CONTRACTOR is a partnership, all partners must sign.

IF CONTRACTOR is a corporation, a president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) must sign.

IF CONTRACTOR is a joint venture, each joint venturer must sign.

END OF SECTION 005243

Town of New Hartford, New Hartford Office Park
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SECTION 006113.13 - PERFORMANCE BOND

Attach bond here.

END OF SECTION 006113.13

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ATTACH TO PAGE 006113.13 - 1

PERFORMANCE BOND FORM

BOND NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Individual, Partnership, Corporation, Joint Venture) hereinafter called
PRINCIPAL, and

(Name of Surety)

(Address of Surety)

a corporation created and existing under the laws of the State of
_____, hereinafter called SURETY, are held and firmly
bound unto

Town of New Hartford

(Name of Owner)

Sanger Building., 111 New Hartford St, New Hartford, NY 13413

(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____ Dollars (\$ _____),

in lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a
certain contract with the OWNER, dated the _____ day of
_____, 20_____, a copy of which is hereto attached and
made a part hereof for the construction of:

(continued on page 00630 - 1)

END OF FORM

Town of New Hartford, New Hartford Office Park
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SECTION 006113.16 - LABOR AND MATERIALS PAYMENT BOND

Attach bond here.

END OF SECTION 006113.16

Town of New Hartford, New Hartford Office Park
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ATTACH TO PAGE 006113.16 - 1
LABOR AND MATERIALS PAYMENT BOND FORM BOND

NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a

(Individual, Partnership, Corporation, Joint Venture)

hereinafter called PRINCIPAL, and

(Name of Surety)

(Address of Surety)

a corporation created and existing under the laws of the State of _____, hereinafter called SURETY, are held and firmly bound unto

Town of New Hartford

(Name of Owner)

Sanger Bldg., 111 New Hartford St, New Hartford, NY 13413

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the penal sum of

_____ Dollars (\$ _____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

(continued on page 00630 - 1)

END OF FORM

Town of New Hartford, New Hartford Office Park
NYS Route 5 Highway Improvement Plans
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SECTION 006216 - CERTIFICATES OF INSURANCE

Attach insurance certificates here.

END OF SECTION 006216

Town of New Hartford, New Hartford Office Park
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SECTION 006217 - CERTIFICATE OF OWNER'S ATTORNEY I,
the undersigned _____

the duly authorized and acting legal representative of the _____

do hereby certify that I have examined the attached contract and the Surety Bond(s) attached thereto and the manner of execution thereof; and that I am of the opinion that each of the aforesaid agreements has been executed by the proper representatives; and that said representatives have respectively the full power and authority to execute said agreements on behalf of the respective parties named therein; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signed: _____

Name: _____

Title: _____

Date: _____

END OF SECTION 006217

Town of New Hartford, New Hartford Office Park
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Project No. 08-0784
SECTION 006276.16 - Statement of Surety's
Intent

Attach statement here.

END OF SECTION 006276.16

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Bid

Statement of Surety's Intent

To: _____

We have reviewed the Bid of _____
(Contractor)

of _____
(Address)

for _____
(Project)

Bids for which will be received on _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be Accepted and the Contract Awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Attest:

Surety's Authorized Signature(s)

Attached Power of Attorney

Corporate seal if any. (If no seal, write
"NO SEAL" across this place and sign.)

(This form must be completed Prior
to the submission of the Bid)

EXHIBIT C

Lease Agreement

PRIME LEASE AGREEMENT

(Company to Agency)

THIS PRIME LEASE AGREEMENT, dated to be effective as of October 9, 2007, by and between RYAN COMPANIES US, INC. ("Ryan"), with offices at 50 South 10th Street, Suite 300, Minneapolis, MN 55403-2012 and the ONEDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York with offices at 153 Brooks Road, Rome, New York 13441-4105 (the "Agency").

WITNESSETH:

Ryan desires to rent to the Agency the real property, including any buildings, structures or improvements thereon, described in Exhibit A attached hereto (the "Leased Premises") pursuant to the terms contained herein (the "Prime Lease Agreement"), to be coterminous with the term of a certain Leaseback Agreement between the Agency and Ryan dated the date hereof (the "Leaseback Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. Ryan hereby leases to the Agency the Leased Premises, upon the terms and conditions of this Prime Lease Agreement.
2. Warranty of Title. Ryan warrants that it has good and marketable title to the Leased Premises and forever warrants the title to the Leased Premises.
3. Term. The term of this Prime Lease Agreement shall commence on March 1, 2008 and shall be coterminous with the term of the Leaseback Agreement as defined in Section 2.5 thereof (the "Lease Term").
4. Rent. The Agency agrees that it will pay to Ryan, for the use of the Leased Premises, rent of One Dollar (\$1.00) per annum.
5. Taxes. Ryan agrees to pay or cause to be paid all taxes to be assessed on the Leased Premises during the Lease Term.
6. Maintenance and Insurance of Premises. Ryan shall maintain and insure the Leased Premises or cause the Leased Premises to be maintained and insured. The Agency shall not be required to maintain the Leased Premises or incur any costs with respect to the Leased Premises. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.
7. Lease Expiration. The parties agree that at the expiration of the Lease Term the Agency will surrender the Leased Premises to Ryan in the then condition of the Leased Premises. The Agency shall simultaneously execute and deliver a Bill of Sale transferring all its right, title and interest in the personalty as defined in Exhibit B of the Leaseback Agreement.

8. Hold Harmless. Ryan hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Leased Premises or arising by reason of or in connection with the occupation or the use thereof or as a result of a breach by Ryan of its representations or agreements contained herein or in the Leaseback Agreement, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency to the extent that such an indemnity would be prohibited by law.

9. Subordination of Prime Lease Agreement to Mortgage(s); Estoppel Certificate. The Agency agrees that this Prime Lease Agreement shall be and hereby is subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter granted by Ryan, its successors or assigns against the Leased Premises, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions therefor; provided, however, that the Agency's rights under this Prime Lease Agreement shall not be disturbed so long as the Agency is not in default thereunder. This Section is self-operative and no further instrument of subordination shall be required, provided that in confirmation of such subordination, the Agency shall promptly execute such further instrument as may be requested by Ryan, but that under no circumstances shall the Agency be required to mortgage, grant a security interest in, or assign its rights to receive the rentals described in Section 2.6 of the Leaseback Agreement or its rights under Sections 1.2(d), 12.1, 3.1(a), 5.2, 3.4, and 7.4 of the Leaseback Agreement (the "Unassigned Rights"). Within ten (10) days after written request therefor, the Agency shall execute and deliver to Ryan, in a form provided by or satisfactory to Ryan, a certificate stating that this Prime Lease Agreement is in full force and effect, describing any amendments or modifications thereto and whether either party hereto is in default under the terms of this Prime Lease Agreement. Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Leased Premises shall be entitled to rely upon any such certificate.

10. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
153 Brooks Road
Rome, New York 13441-4105
Attention: David Grow, Vice Chairman

With a Copy to: Kernan and Kernan, PC
258 Genesee Street #10
Suite 600
Utica, New York 13502
Attention: Michael H. Stephens, Esq.

To Ryan: Ryan Companies US, Inc.
50 South 10th Street, Suite 300
Minneapolis, MN 55403-2012
Attention: Mark Nordland

With a Copy to: Ryan Companies US, Inc.
50 South 10th Street, Suite 300
Minneapolis, MN 55403-2012
Attention: Mary E. Wawro

With a Copy to: Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155
Attention: Workplace Resources, HO-2-18

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

11. No Recourse; Special Obligation.

(a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent or employee of the Agency in his/her individual capacity, and the members, officers, agents, and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby; provided, however, the terms of this Section shall not affect the obligations of Ryan acting as the agent of the Agency for the purchase of construction materials for the Leased Premises and of HARTFORD acting as the agent of the AGENCY for the purchase of materials to equip the Leased Premises.

(b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State or of the County of Oneida, New York, and neither the State nor the County of Oneida, New York, shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the

Leased Premises (except for revenues derived by the Agency with respect to the Unassigned Rights).

(c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than Ryan) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its members, officers, agents (other than Ryan) and employees against all liability expected to be incurred as a result of compliance with such request.

12. Assignment by Ryan. Ryan's interest in this Prime Lease Agreement shall be freely assignable and the obligations of Ryan arising or accruing under this Prime Lease Agreement after an assignment by Ryan shall be enforceable only against the assignee provided the same shall have been expressly assumed by the assignee, except for the hold harmless and indemnification obligations pursuant to Section 8 hereof which shall remain enforceable against Ryan following an assignment, but only to the extent they arise out of Ryan's breach of its obligations hereunder prior to the effective date of the assignment.

13. Successors and Assigns. The rights and obligations of Ryan and the Agency hereunder shall be binding upon and inure to the benefit of their respective successors and assigns.

14. Counterparts. This Prime Lease Agreement may be executed in any number of counterparts, each of which when taken together shall constitute one document.

[signatures follow]

IN WITNESS WHEREOF, Ryan and the Agency have caused this Prime Lease Agreement to be executed in their respective names, all as of the date first above written.

RYAN COMPANIES US, INC.

By: 

Name: Mark Nordland

Title: Vice President

**ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Name: David C. Grow

Title: ~~Vice~~ Chairman

Exhibit A
Legal Description of the Property

Legal Description

13.524+/- ACRE PARCEL

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of New Hartford, County of Oneida and State of New York, being part of Lot Number 50 in the Seventh Division of Cox's Patent, bounded and described as follows:

BEGINNING at an iron rod on the easterly boundary of other lands of the New Hartford Office Group, LLC (Now or Formerly), as described in a Quit Claim Deed dated July 20, 2005 and filed in the Oneida County Clerk's Office in Instrument Number 2007-019329, said iron rod standing therein distant N08°15'01"W 60.00 feet as measured along the easterly boundary of other lands of the New Hartford Office Group, LLC from an iron rod standing at the intersection of the easterly boundary of other lands of the New Hartford Office Group, LLC with the northerly boundary of Lloyd W. Yager, Lori J. Yager and Jon E. Yager (Now or Formerly), as described in a Warranty Deed dated September 17, 1996 and filed in the Oneida County Clerk's Office in Liber 2753 of Deeds at Page 276; said point of beginning being further described as standing therein distant N08°00'43"W 345.80 feet and N08°15'01"W 60.00 feet as measured respectively along the easterly boundary of other lands of the New Hartford Office Group, LLC from an iron rod standing at the intersection of the easterly boundary of other lands of the New Hartford Office Group, LLC with the northerly boundary of Par Technology Corporation (Now or Formerly); thence N08°15'01"W 561.45 feet along the easterly boundary of other lands of the New Hartford Office Group, LLC to an iron rod standing on the southerly highway boundary of Judd Road Connector (Judd Road Extension) (Stanwix - Utica, Pt. 1); thence N88°31'14"E 235.27 feet along the southerly highway boundary of Judd Road Connector (Judd Road Extension) (Stanwix - Utica, Pt. 1) to an iron rod; thence N82°52'06"E 871.03 feet continuing along the southerly highway boundary of Judd Road Connector (Judd Road Extension) (Stanwix - Utica, Pt. 1) to an iron rod standing on the westerly boundary of other lands of Lloyd W. Yager, Lori J. Yager and Jon E. Yager (Now or Formerly), thence S07°10'29"E 528.26 feet along the westerly boundary of other lands of Lloyd W. Yager, Lori J. Yager and Jon E. Yager to an iron rod; thence S82° 20'59"W 1094.64 feet to the point and place of beginning.

Together with and subject to Declaration Concerning Easements, Covenants and Restrictions executed by New Hartford Office Group, LLC, a New York limited liability company, dated November 20, 2007 and recorded November 27, 2007 in the Oneida County Clerk's Office as Instrument No. R2007-001563.

Together with the Declaration of Easement executed by Par Technology Corporation and New Hartford Office Group, LLC, a New York limited liability company, dated November 20, 2007 and recorded November 27, 2007 in the Oneida County Clerk's Office as Instrument No. R2007-001562.

EXHIBIT D

Leaseback Agreement

LEASEBACK AGREEMENT
(AGENCY to RYAN)

THIS LEASEBACK AGREEMENT ~~dated to be effective~~ as of the 9th day of October 2007 by and between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 153 Brooks Road, Rome, New York 13441-4105 (the "AGENCY") and **RYAN COMPANIES US, INC.**, with its principal office at 50 South 10th Street, Suite 300, Minneapolis, MN 55403-2012 ("RYAN")

WITNESSETH:

WHEREAS, Title 1 of Article 18 A of the General Municipal Law of the State of New York (the "Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "State"); and

WHEREAS, the Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Act further authorizes each such AGENCY to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable, to issue its bonds for the purpose of carrying out any of its corporate purposes and, as security for the payment of the principal and redemption price of, and interest on, any such bonds so issued and any agreements made in connection therewith, to mortgage any or all of its facilities and to pledge the revenues and receipts from the leasing of its facilities; and

WHEREAS, by Deed dated November 16, 2007, recorded as Instrument No. 2007-_____ in the Oneida County Clerk's Office, RYAN has acquired the land legally described on Exhibit A attached hereto ("Land") and is constructing thereon an approximately 122,760 square foot office building (the Land together with said office building collectively referred to herein as the "Facility"); and

WHEREAS, pursuant to and in connection with the provisions of the Act, Chapter 372 of the Laws of 1972 of the State (collectively, the "Act") created the AGENCY which is empowered under the Act to undertake the providing, financing and leasing of the Facility; and

WHEREAS, the AGENCY has determined that providing the Facility will accomplish, in part, its public purposes; and

WHEREAS, the AGENCY has appointed RYAN and HARTFORD and their agents and designees as its agent for the purposes of acquiring the Land and constructing and equipping the Facility; and

WHEREAS, pursuant to a lease between RYAN as Lessor and the AGENCY as Lessee, RYAN has leased the Facility to the AGENCY for a period of 15 years (the "Prime Lease"); and

WHEREAS, pursuant to this agreement (the "Leaseback Agreement"), the AGENCY is leasing the Facility back to RYAN; and

WHEREAS, RYAN as a condition hereto is subletting the Facility to HARTFORD pursuant to a sublease (the "Sublease"); and

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I REPRESENTATIONS AND COVENANTS

Section 1.1 Representations and Covenants of the AGENCY.

The AGENCY makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The AGENCY is duly established under the provisions of the Act and has the power to enter into the transaction contemplated by this Leaseback Agreement and to carry out its obligations hereunder. Based upon the representations of HARTFORD as to HARTFORD's utilization of the Facility, the Facility is of a character included in the definition of a "Project" in the Act.

(b) The AGENCY has been duly authorized to execute and deliver this Leaseback Agreement.

(c) The AGENCY will acquire a leasehold interest in the Facility from RYAN pursuant to the Prime Lease and leaseback the Facility to RYAN pursuant to this Leaseback Agreement and cause or have caused the Project to be constructed and equipped by RYAN or HARTFORD and the Equipment to be acquired and installed in the Building or elsewhere on the Land, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and the County of Oneida and improving their standard of living.

(d) Neither the execution and delivery of the Prime Lease or this Leaseback Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Leaseback Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of the Act or of any corporate restriction or any agreement or instrument to which the AGENCY is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien

of any nature upon any of the property of the AGENCY under the terms of any such instrument or agreement.

(e) The AGENCY has been induced to enter into this Leaseback Agreement by the undertaking of HARTFORD to locate and maintain the Facility and jobs in Oneida County, New York.

(f) The AGENCY has determined that the Facility will not have a "significant effect" on the environment within the meaning of the State Environmental Quality Review Act and the regulations of the Department of Environmental Conservation promulgated thereunder.

Section 1.2 Representations and Covenants of RYAN.

RYAN makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) RYAN has the power to enter into and to execute and deliver this Leaseback Agreement.

(b) Neither the execution and delivery of this Leaseback Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of the Prime Lease or this Leaseback Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which RYAN is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of RYAN under the terms of any such instrument or agreement.

(c) The construction of the Facility will conform with all applicable zoning, planning, and building laws and regulations of governmental authorities having jurisdiction over the Facility in effect at the time of construction, and RYAN shall defend, indemnify and hold the AGENCY harmless from any liability or expenses resulting from any failure by RYAN to comply with the provisions of this subsection (c).

(d) Pursuant to the Prime Lease, RYAN has transferred to the AGENCY insurable title to the leasehold interest and assets contemplated by this Leaseback Agreement.

(e) There is no litigation pending or, to the respective knowledge of RYAN, threatened, in any court, either state or federal, to which RYAN is a party, and in which an adverse result would in any way diminish or adversely impact on the ability of RYAN to fulfill its obligations under this Leaseback Agreement.

ARTICLE II

FACILITY SITE, DEMISING CLAUSES AND RENTAL PROVISIONS

Section 2.1 Agreement to Lease to AGENCY.

Pursuant to the terms of the Prime Lease, RYAN has granted to the AGENCY a leasehold interest in the Facility, or any other structures or improvements on the Land, and the

Equipment and personal property described in Exhibit B attached hereto. RYAN agrees that the AGENCY's interest in such Facility will be sufficient for the purposes intended by this Leaseback Agreement and agrees that it will defend, indemnify and hold the AGENCY harmless from any expense or liability arising out of a defect in title or a lien adversely affecting the Facility and will pay all reasonable expenses incurred by the AGENCY in defending any action respecting title to or a lien affecting the Facility, except to the extent such defect in title or lien is caused by the AGENCY.

Section 2.2 Construction and Equipping of the Facility.

RYAN and/or HARTFORD, as agent for the AGENCY, will construct and equip the Facility.

Section 2.3 Demise of Facility.

The AGENCY hereby demises and leases the Facility to RYAN and RYAN hereby rents and leases the Facility from the AGENCY upon the terms and conditions of this Leaseback Agreement. RYAN shall sublease the Facility to HARTFORD and HARTFORD shall sublease the Facility from RYAN upon the terms and conditions of the Sublease.

Section 2.4 Remedies to be Pursued Against Contractors and Subcontractors and their Sureties.

In the event of a default by any contractor or any other person or subcontractor under any contract made by it in connection with the Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, RYAN, at its expense, either separately or in conjunction with others, may pursue any and all remedies available to it and the AGENCY, as appropriate, against the contractor, subcontractor or manufacturer or supplier or other person so in default and against such surety for the performance of such contract. RYAN, in its own name or in the name of the AGENCY, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, manufacturer, supplier or surety or other person which RYAN deems reasonably necessary, and in such event, the AGENCY, at RYAN'S expense, hereby agrees to cooperate fully with RYAN and to take all action necessary to effect the substitution of RYAN and/or HARTFORD for the AGENCY in any such action or proceeding.

Section 2.5 Duration of Lease Term; Quiet Enjoyment.

(a) The AGENCY shall deliver to RYAN sole and exclusive possession of the Facility (subject to the provisions of Section 5.3 hereof) and the leasehold estate created hereby shall commence as of the date hereof. RYAN shall and may peaceably and quietly have, hold and enjoy the Facility during the Term (as defined below) without any manner of hindrance or molestation from AGENCY or anyone claiming under AGENCY, subject to the terms of this Leaseback Agreement.

(b) The leasehold estate created hereby shall commence as of March 1, 2008 and shall terminate at 11:59 P.M. on the last day of February, 2023, or on such earlier date as may be permitted by Section 8.1 hereof (the "Term").

Section 2.6 Rents.

(a) RYAN agrees that it will pay to the AGENCY, for the lease of the FACILITY, rent of One Dollar (\$1.00) per annum payable on March 1, 2008 and on March 1 of each year thereafter during the Term hereof.

(b) The obligations of RYAN to make the payments required in this Section 2.6 and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of RYAN and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the AGENCY.

Section 2.7 Obligations of RYAN Hereunder Unconditional.

(a) RYAN agrees it will not (i) suspend, discontinue or abate any payment required by Section 2.6 hereof or (ii) fail to observe any of its other covenants or agreements in this Leaseback Agreement or (iii) except as provided in Section 8.1 hereof, terminate this Leaseback Agreement for any cause whatsoever including, without limiting the generality of the foregoing, failure to complete the Facility, any defect in the title, design, operation, merchantability, fitness or condition of the Facility or in the suitability of the Facility for HARTFORD's purposes and needs, failure of consideration, destruction of or damage to the Facility, commercial frustration of purpose, or the taking by condemnation of title to or the use of all or any part of the Facility, any change in the tax or other laws of the United States of America or administrative rulings of or administrative actions by the State or any political subdivision of either, or any failure of the AGENCY to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Leaseback Agreement, or otherwise. Subject to the foregoing provisions, nothing contained in this Section 2.7 shall be construed to release the AGENCY from the performance of any of the agreements on its part contained in this Leaseback Agreement or to affect the right of RYAN to seek reimbursement, and in the event the AGENCY should fail to perform any such agreement, RYAN or HARTFORD may institute such separate action against the AGENCY as it may deem necessary to compel performance or recover damages for nonperformance, and the AGENCY covenants that it will not, subject to the provisions of Section 6.1, take, suffer or permit any action which will adversely affect, or create any defect in its title to the Facility or which will otherwise adversely affect the rights or estates of RYAN hereunder, except upon written consent of RYAN. None of the foregoing shall relieve RYAN of its obligations under Section 5.2 hereof.

Section 2.8 Easements.

RYAN shall have the sole and exclusive right and obligation to execute any and all easements in connection with the Project and Facility.

**ARTICLE III
MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE**

Section 3.1 Maintenance and Modifications of Facility By RYAN.

(a) RYAN agrees that during the Term, it will (i) keep the Facility in as reasonably safe condition as its operations shall permit; (ii) make all necessary repairs and replacements to the Facility (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iii) operate the Facility in a sound and prudent manner; and (iv) indemnify and hold the AGENCY harmless from any liability or expenses from the failure by RYAN to comply with (i), (ii) or (iii) above.

(b) RYAN at its own expense, from time to time may make any structural additions, modifications or improvements to the Facility or any part thereof which it may deem desirable for its business purposes and uses that do not adversely affect the structural integrity or impair the operating efficiency of the Facility or substantially change the nature of the Facility. All such structural additions, modifications or improvements so made by RYAN shall become a part of the Facility and subject to the terms of this Leaseback Agreement. RYAN agrees to deliver to the AGENCY all documents which may be necessary or appropriate to convey to the AGENCY leasehold title to such property.

Section 3.2 Installation of Additional Equipment.

RYAN from time to time may install additional machinery, equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Facility. RYAN from time to time may remove or permit the removal of such machinery, equipment or other personal property; provided that any such removal of such machinery, equipment or other personal property shall not adversely affect the structural integrity of the Facility or impair the overall operating efficiency of the Facility for the purposes for which it is intended and provided further that if any damage is occasioned to the Facility by such removal, RYAN agrees to promptly repair such damage at its own expense.

Section 3.3 Taxes, Assessments and Utility Charges.

(a) RYAN agrees to pay, or require HARTFORD to pay, as the same respectively become due, (i) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Facility; provided, however, that HARTFORD and RYAN shall only be responsible for their respective payments under the PILOT Agreement dated of even date herewith executed by HARTFORD, RYAN and the AGENCY as set forth therein, (ii) all utility and other charges, including "service charges", incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Facility, and (iii) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, RYAN shall be obligated under this Leaseback Agreement to pay only such installments as are required to be paid during the Term.

(b) The AGENCY shall permit RYAN, or at RYAN's election, HARTFORD, each at its own expense, and in its own name and on its own behalf or in the name and/or on behalf of the AGENCY, in good faith to contest any such taxes, assessments and other charges. In the

event of any such contest, RYAN may not permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom.

Section 3.4 Insurance Required.

At all times throughout the Term, including without limitation during any period of construction of the Facility, RYAN shall maintain insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the replacement cost of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by RYAN. As an alternative to the requirements in this subsection (a), including the requirement of periodic appraisal, RYAN may insure such property under a blanket insurance policy or policies covering not only the Facility, but other properties as well.

(b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which RYAN is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of RYAN who are located at or assigned to the Facility.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by RYAN under Section 5.2 hereof) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000.00 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000.00 per accident or occurrence on account of damage to the Property of others, excluding liability imposed upon RYAN by any applicable workmen's compensation law; and a blanket excess liability policy in the amount not less than \$2,000,000.00, protecting the AGENCY against any loss or liability or damage for personal injury or property damage.

Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by RYAN, and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which RYAN is engaged. All policies evidencing such insurance shall provide for (i) payment of the losses of RYAN and the AGENCY as their respective interests may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to RYAN and the AGENCY.

(b) A certificate or certificates of the insurers that such insurance is in force and effect showing the AGENCY as an "added insured" as its interest may appear shall be deposited with the AGENCY on or before the date hereof. RYAN shall deliver to the AGENCY on or

before the first business day of each calendar year thereafter a certificate dated not earlier than the immediately preceding December 1st reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance in the amounts and of the types required by Sections 3.4 and 3.5 hereof. Prior to expiration of any such policy, RYAN shall furnish the AGENCY evidence that the policy has been renewed or replaced or is no longer required by this Leaseback Agreement.

Section 3.6 Application of Net Proceeds of Insurance.

The net proceeds of the insurance carried pursuant to the provisions of Section 3.4 hereof shall be applied as follows:

- (i) the net proceeds of the insurance required by Section 3.4(a) hereof shall be applied as provided in Section 4.1 hereof, and
- (ii) the net proceeds of the insurance required by Sections 3.4(b) and (c) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 3.7 Right of AGENCY to Pay Taxes, Insurance Premiums and Other Charges.

If RYAN fails (i) to pay any tax, assessment or other governmental charge required to be paid by Section 3.3 hereof or (ii) to maintain any insurance required to be maintained by Sections 3.4 and 3.5 hereof, the AGENCY may pay such tax, assessment or other governmental charge or the premium for such insurance. RYAN shall reimburse the AGENCY for any amount so paid together with interest thereon from the date of payment at nine percent (9%) per annum.

**ARTICLE IV
DAMAGE, DESTRUCTION AND CONDEMNATION**

Section 4.1 Damage or Destruction.

(a) If the Facility shall be damaged or destroyed (in whole or in part) at any time during the Term:

- (i) the AGENCY shall have no obligation to replace, repair, rebuild or restore the Facility;
- (ii) there shall be no abatement or reduction in the amounts payable by RYAN under this Leaseback Agreement; and
- (iii) except as otherwise provided in subsection (b) of this Section 4.1, RYAN shall promptly replace, repair, rebuild or restore the Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by RYAN.

All such replacements, repairs, rebuilding or restoration made pursuant to this Section 4.1, whether or not requiring the expenditure of RYAN's own money, shall automatically become a part of the Facility as if the same were specifically described herein.

(b) RYAN shall not be obligated to replace, repair, rebuild or restore the Facility, and the net proceeds of the insurance shall not be applied as provided in subsection (a) of this Section 4.1, if RYAN shall exercise its option to terminate this Leaseback Agreement pursuant to Section 8.1 hereof.

(c) RYAN may adjust all claims under any policies of insurance required by Section 3.4(a) hereof. The AGENCY shall not have any interest whatsoever in any insurance proceeds and RYAN shall have the exclusive right to same.

Section 4.2 Condemnation.

(a) If at any time during the Term the whole or any part of title to, or the use of, the Facility shall be taken by condemnation, the AGENCY shall have no obligation to restore or replace the Facility and there shall be no abatement or reduction in the amounts payable by RYAN under this Leaseback Agreement. The AGENCY shall not have any interest whatsoever in any condemnation award, and RYAN shall have the exclusive right to same.

Except as otherwise provided in subsection (b) of this Section 4.2, RYAN shall promptly:

- (i) restore the Facility (excluding any land taken by condemnation) to substantially the same condition and value as an operating entity as existed prior to such condemnation, or
- (ii) acquire, by construction or otherwise, facilities of substantially the same nature and value as an operating entity as the Facility.

The Facility, as so restored, or the substitute facilities, whether or not requiring the expenditure of RYAN's own moneys, shall automatically become part of the Facility as if the same were specifically described herein.

(b) RYAN shall not be obligated to restore the Facility or acquire substitute facilities, nor shall the net proceeds of any condemnation award be applied as provided in Section 4.2(a), if RYAN shall exercise its option to terminate this Leaseback Agreement pursuant to Section 8.1 hereof.

(c) The AGENCY shall cooperate fully with RYAN in the handling and conduct of any condemnation proceeding with respect to the Facility. In no event shall the AGENCY voluntarily settle, or consent to the settlement of, any condemnation proceeding with respect to the Facility without the written consent of RYAN.

Section 4.3 Condemnation of RYAN Owned Property.

RYAN shall be entitled to the proceeds of any condemnation award or portion thereof made for damage to or taking of any property which, at the time of such damage or taking, is not part of the Facility.

ARTICLE V
SPECIAL COVENANTS

Section 5.1 No Warranty of Condition or Suitability by the AGENCY.

THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY OR ANY LAND, BUILDING OR EQUIPMENT OR THAT IT OR THEY IS OR ARE OR WILL BE SUITABLE FOR RYAN'S PURPOSES OR NEEDS.

Section 5.2 Hold Harmless Provisions.

RYAN hereby releases the AGENCY from, agrees that the AGENCY shall not be liable for and agrees to indemnify and hold the AGENCY harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply to the extent not the willful misconduct or gross negligence of the AGENCY, or any of its respective members, directors, officers, agents or employees.

Section 5.3 Right to Inspect the Facility.

The AGENCY and its duly authorized agents shall have the right at all reasonable times, and upon reasonable prior notice, to inspect the Facility; any inspections shall be conducted so as not to interfere with RYAN's or HARTFORD's business operations.

Section 5.4 RYAN to Maintain its Existence; Conditions Under Which Exceptions Permitted.

RYAN agrees that during the Term it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets.

Section 5.5 Qualification in the State.

Throughout the Term, RYAN shall continue to be duly authorized to do business in the State.

Section 5.6 Agreement to Provide Information.

RYAN agrees, whenever requested by the AGENCY, to provide and certify or cause to be provided and certified such information concerning either RYAN or its sublessee

HARTFORD and the Facility as reasonably necessary to enable the AGENCY to make any report required by law or governmental regulation.

Section 5.7 Books of Record and Account: Financial Statements.

RYAN at all times agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of RYAN regarding the Facility.

Section 5.8 Compliance With Orders, Ordinances, Etc.

(a) RYAN agrees that it will, throughout the Term, promptly comply with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) of this Section 5.8, RYAN may in good faith contest the validity of the applicability of any requirement of the nature referred to in such subsection (a). In such event, RYAN, with the prior written consent of the AGENCY (which shall not be unreasonably withheld) may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom.

Section 5.9 Discharge of Liens and Encumbrances.

(a) RYAN shall not permit or create or suffer to be permitted or created any lien, upon the Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) of this Section 5.9, RYAN may in good faith contest any such lien. In such event, RYAN may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 5.10 Sales Tax.

RYAN shall file an Annual Statement with the New York State Department of Taxation and Finance regarding the value of sales tax exemptions RYAN, its agents, consultants or subcontractors have claimed pursuant to the benefits the AGENCY conferred in connection with the Facility. RYAN acknowledges that failure to file such statement is a default under the terms of this Leaseback Agreement.

Section 5.11 Depreciation Deductions and Investment Tax Credit.

The parties agree that RYAN shall be entitled to all depreciation deductions with respect to any depreciable property in the Facility pursuant to section 167 of the United States Internal

Revenue Code (the "Code") and to any investment credit pursuant to Section 38 of the Code with respect to any portion of the Facility.

ARTICLE VI
RELEASE OF CERTAIN LAND; ASSIGNMENTS AND SUBLEASING;
MORTGAGE AND PLEDGE OF INTERESTS

Section 6.1 Restriction on Sale of Facility; Release of Certain Land.

Except as otherwise specifically provided in these Articles VI or VII, the AGENCY shall not sell, convey, transfer, encumber, use, or otherwise dispose of the Facility or any part thereof or any of its rights under this Leaseback Agreement.

Section 6.2 Removal of Equipment.

(a) The AGENCY shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where RYAN determines that any item of Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, RYAN may remove such item of Equipment from the Facility and may sell, trade in, exchange or otherwise dispose of the same, as a whole or in part.

(b) The AGENCY shall execute and deliver to RYAN all instruments necessary or appropriate to enable RYAN to sell or otherwise dispose of any such item of Equipment. RYAN shall pay any costs (including reasonable counsel fees) incurred in transferring title to and releasing any item of Equipment removed pursuant to this Section 6.2.

(c) The removal of any item of Equipment pursuant to this Section 6.2 shall not entitle RYAN to any abatement or diminution of the rents payable under Section 2.6 hereof.

ARTICLE VII
DEFAULT

Section 7.1 Events of Default Defined.

(a) Each of the following shall be an "Event of Default" under this Leaseback Agreement:

(1) If RYAN fails to pay the amounts required to be paid pursuant to Section 2.6 of this Leaseback Agreement and such failure shall have continued for a period of thirty (30) days after the AGENCY gives written notice of such failure to RYAN.

(2) If any representation or warranty of RYAN contained in this Leaseback Agreement is incorrect in any material respect.

(3) If there is any default by RYAN to observe or perform any covenant, condition or agreement required by this Leaseback Agreement, or any other agreement between RYAN and the AGENCY to be observed or performed by RYAN and such failure shall have

continued for a period of sixty (60) days after the AGENCY gives written notice to RYAN, specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such 60 day period, RYAN's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence.

(4) If there is default by HARTFORD in the performance of any of its obligation under the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and such failure shall have continued for a period of sixty (60) days after the AGENCY gives a Failure Notice to HARTFORD and RYAN, specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such 60 day period, HARTFORD'S failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence.

(b) Notwithstanding the provisions of Section 7.1 (a), if by reason of force majeure any party hereto shall be unable in whole or in part to carry out its obligations under this Leaseback Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Leaseback Agreement of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (b) shall not be deemed an Event of Default under this Section 7.1. Notwithstanding anything to the contrary in this subsection (b), an event of force majeure shall not excuse, delay or in any way diminish the obligations to make the payments required by Section 2.6 and Section 3.3 hereof, to obtain and continue in full force and effect the insurance required by Section 3.4 hereof, and to provide the indemnity required by Section 5.2 hereof and to comply with the terms of Sections 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 and 7.1(a)(1) hereof. The term "force majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike; lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

(c) No notice of default, notice of failure or any notice from AGENCY to RYAN shall be effective unless and until a copy of the same is given to HARTFORD at HARTFORD'S address specified below (as it may from time to time be changed), and the curing of any of RYAN'S defaults by HARTFORD within a reasonable time after such notice shall be treated as performance by RYAN.

Section 7.2 Remedies on Default.

Whenever any Event of Default shall have occurred and be continuing, the AGENCY may take, to the extent permitted by law, any one or more of the following remedial steps;

(1) Declare, by written notice to RYAN, to be immediately due and payable, whereupon the same shall become immediately due and payable: (i) all unpaid amounts payable pursuant to Section 2.6 (a) hereof and (ii) all other payments due under this Leaseback Agreement.

(2) Take any other action as it shall deem necessary to cure any such Event of Default, provided that the taking of any such action shall not be deemed to constitute a waiver of such Event of Default.

(3) Take any other action at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements or covenants of RYAN under this Leaseback Agreement.

(4) Terminate this Leaseback Agreement and the Prime Lease.

Section 7.3 Remedies Cumulative.

No remedy herein conferred upon or reserved to the AGENCY is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Leaseback Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4 Agreement to Pay Attorneys' Fees and Expenses.

In the event RYAN should default under any of the provisions of this Leaseback Agreement and the AGENCY should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of RYAN herein contained, RYAN shall, on demand therefor, pay to the AGENCY, the reasonable fees of such attorneys and such other expenses so incurred.

Section 7.5 No Additional Waiver Implied by One Waiver.

In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**ARTICLE VIII
EARLY TERMINATION OF AGREEMENT; OBLIGATIONS OF RYAN**

Section 8.1 Early Termination of Agreement.

(a) This Leaseback Agreement shall not be terminated except for cause without the prior written consent of both RYAN and the AGENCY or in the event the Sublease is terminated due to casualty or condemnation.

Section 8.2 Obligation to Terminate Lease.

Upon termination of the Term in accordance with Section 2.5 or Section 8.1 hereof, the AGENCY and RYAN shall terminate the Prime Lease for the consideration of One (\$1.00) Dollar.

Section 8.3 Termination.

Upon termination of the Prime Lease pursuant to Section 8.2 hereof, the AGENCY shall, upon receipt of the consideration, deliver to RYAN all necessary documents, to terminate the Leaseback Agreement and the Prime Lease and surrender to RYAN the Facility being leased, as such Facility exists, subject only to the following:

(a) any liens to which title to the Land and the Facility was subject when leased to the AGENCY, and

(b) any mechanic's liens or mortgage liens suffered by RYAN or HARTFORD created at the request of RYAN or HARTFORD or to the creation of which RYAN or HARTFORD consented or in the creation of which RYAN or HARTFORD acquiesced.

ARTICLE IX

Intentionally deleted.

ARTICLE X

Intentionally deleted.

ARTICLE XI

Intentionally deleted.

ARTICLE XII

NO RECOURSE; SPECIAL OBLIGATION

Section 12.1 The obligations and agreements of the AGENCY contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the AGENCY, and not of any member, officer, agent or employee of the AGENCY in his/her individual capacity, and the members, officers, agents and employees of the AGENCY shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby; provided, however, the terms of this Section shall not affect the obligations of Ryan acting as the agent of the Agency for the purchase of construction materials for the Facility and of Hartford acting as the agent of the Agency for the purchase of materials to equip the Facility.

Section 12.2 The obligations and agreements of the AGENCY contained hereby shall not constitute or give rise to an obligation of the State or of the County of Oneida, New York, and neither the State nor the County of Oneida, New York, shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the AGENCY, but rather shall constitute limited obligations of the AGENCY, payable solely from the revenues of the AGENCY derived and to be derived from the sale or other disposition of the Facility (except for revenues derived by the AGENCY with respect to the Unassigned Rights [as hereinafter defined]).

Section 12.3 No order or decree of specific performance with respect to any of the obligations of the AGENCY hereunder shall be sought or enforced against the AGENCY unless (i) the party seeking such order or decree shall first have requested the AGENCY in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the AGENCY shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the AGENCY refuses to comply with such request and the AGENCY's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the AGENCY an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the AGENCY refuses to comply with such request and the AGENCY's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than RYAN and HARTFORD) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the AGENCY and its members, officers, agents (other than RYAN and HARTFORD) and employees against all liability expected to be incurred as a result of compliance with such request.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Surrender of Facility.

Except as otherwise expressly provided in this Leaseback Agreement, at the termination of this Leaseback Agreement and the Prime Lease, the AGENCY shall surrender to RYAN the Facility in its "as is" condition without obligations, responsibility or liability for any damage, destruction or loss to the Facility or any portion thereof.

Section 13.2 Notices.

All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the AGENCY: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
153 Brooks Road
Rome, New York 13441-4105
Attention: David Grow

With a Copy to: Kernan and Kernan, PC
258 Genesee Street #10
Suite 600
Utica, New York 13502
Attention: Michael H. Stephens, Esq.

To RYAN: RYAN COMPANIES US, INC.
50 South 10th Street, Suite 300
Minneapolis, MN 55403-2012
Attention: Mark Nordland

With a Copy to: RYAN COMPANIES US, INC.
50 South 10th Street, Suite 300
Minneapolis, MN 55403-20
Attention: Mary Wawro

With a Copy to: HARTFORD FIRE INSURANCE COMPANY
One Hartford Plaza
Hartford, CT 06155
Attention: Workplace Resources, HO-2-18

Section 13.3 Binding Effect.

This Leaseback Agreement shall inure to the benefit of and shall be binding upon the AGENCY, RYAN and their respective successors and assigns.

Section 13.4 Severability.

In the event any provision of this Leaseback Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5 Amendments, Changes and Modifications.

This Leaseback Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

Section 13.6 Execution of Counterparts.

This Leaseback Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.7 Applicable Law.

This Leaseback Agreement shall be governed exclusively by the applicable laws of the State.

Section 13.8 Recording and Filing.

This Leaseback Agreement or a memorandum thereof, may be recorded or filed, as the case may be, in the Office of the Clerk of Oneida County, New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

Section 13.9 Assignment; Survival of Obligations.

This Leaseback Agreement may not be assigned, with the exception of (i) corporate reorganization or (ii) sale or financing of the Facility by RYAN, its successors and assigns or (iii) transfers for estate planning purposes, in whole or in part. Following any such permitted assignment, the obligations of RYAN arising or accruing under this Leaseback Agreement after an assignment shall be enforceable only against the assignee provided the same shall have been expressly assumed by the assignee, except for the hold harmless and indemnification obligations pursuant to Section 5.2 hereof which shall remain enforceable against RYAN following an assignment, but only to the extent they arise out of RYAN's breach of its obligations hereunder prior to the effective date of the assignment.

Section 13.10 Unassigned Rights.

The AGENCY agrees that this Leaseback Agreement shall be and hereby is subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter granted by RYAN against the Facility, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that the AGENCY's rights under this Leaseback Agreement shall not be disturbed so long as the AGENCY is not in default thereunder. This Section is self-operative and no further instrument of subordination shall be required, provided that in confirmation of such subordination, the AGENCY shall promptly execute such further instrument as may be requested by RYAN, but that under no circumstances shall the AGENCY be required to mortgage, grant a security interest in, or assign its rights to receive the rentals described in Section 2.6 of the Leaseback Agreement or its rights under Sections 1.2(d), 12.1, 3.1(a), 5.2, 3.4, and 7.4 of the Leaseback Agreement (the "Unassigned Rights"). Within ten (10) days after written request therefor, the AGENCY shall execute and deliver to RYAN, in a form provided by or satisfactory to Ryan, a certificate stating that this Leaseback Agreement is in full force and effect, describing any amendments or modifications thereto and whether either party hereto is in default under the terms of this Leaseback Agreement. Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Facility shall be entitled to rely upon any such certificate.

Section 13.11 Table of Contents and Section Headings Not Controlling.

The table of contents and the headings of the several sections in this Leaseback Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Leaseback Agreement.

Section 13.12 Merger of the AGENCY.

(A) Nothing contained in this Leaseback Agreement shall prevent the consolidation of the AGENCY with, or merger of the AGENCY into, or assignment by the AGENCY of its rights and interests hereunder to, any other body corporate and politic and public instrumentality of the State of New York or political subdivision thereof which has the legal authority to perform the obligations of the AGENCY hereunder, provided that upon any such consolidation, merger or assignment, the due and punctual performance and observance of all the agreements and conditions of this Leaseback Agreement to be kept and performed by the AGENCY shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the AGENCY's rights and interests hereunder shall be assigned.

(B) As of the date of any such consolidation, merger or assignment, the AGENCY shall give notice thereof in reasonable detail to RYAN. The AGENCY shall promptly furnish to RYAN such additional information with respect to any such consolidation, merger or assignment as RYAN reasonably may request.

Section 13.13 Appointment of AGENCY as attorney-in-fact. The AGENCY is appointed as attorney-in-fact for RYAN for purposes of executing all documents on behalf of RYAN required of RYAN to effect a termination of this Leaseback Agreement pursuant to Section 8.1(b) and (c) and record a memorandum of such termination.

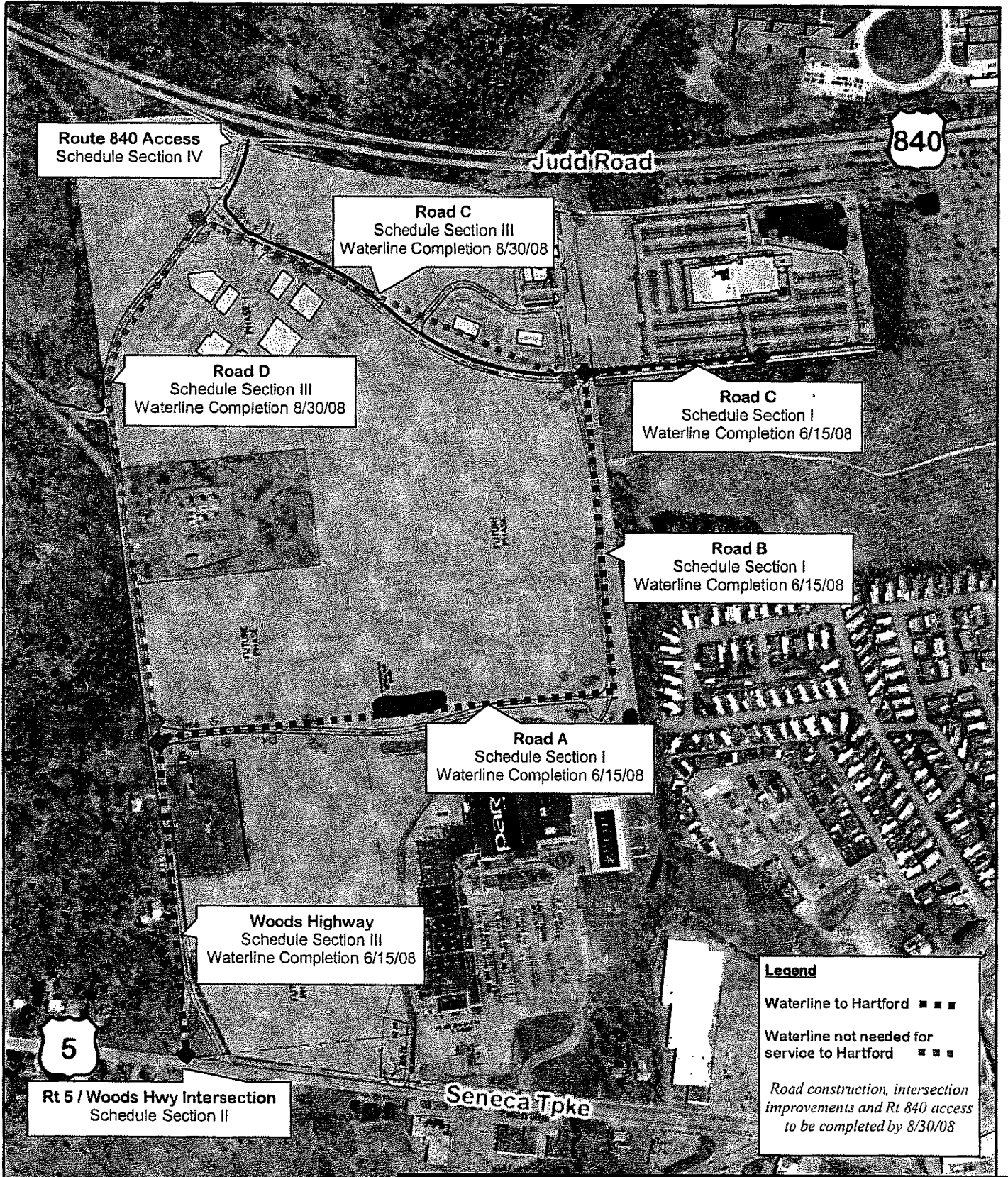
Section 13.14. Inducement Agreement. This Leaseback Agreement, the Prime Lease dated October 9, 2007, PILOT Agreement, Environmental Compliance and Indemnification Agreement, Guaranty, Job Creation, Job Retention and Recapture Agreement and the Sublease dated October 9, 2007, as amended by the First Amendment to Lease, each dated of even date herewith unless otherwise noted represent the entire agreement of the AGENCY, RYAN and HARTFORD and supersede the terms of the Inducement Agreement dated December __, 2007 among the same parties.

Section 13.15. Successors and Assigns. The rights and obligations of Ryan and the Agency hereunder shall be binding upon and inure to the benefit of their respective successors and assigns.

[signatures follow]

EXHIBIT E

Map Showing Approximate Location of New Hartford Business Park



New Hartford Business Park

New Hartford, New York

EXHIBIT F

Map Showing Approximate Location of Public Improvements

EXHIBIT G

Table Showing Town's Estimated Annual Debt Service

Schedule A
\$2,300,000

**TOWN OF NEW HARTFORD
ONEIDA COUNTY, NEW YORK
WOODS ROAD CONSTRUCTION FOR BUSINESS PARK
ESTIMATED DEBT SERVICE**

BAND DATED: NOVEMBER 5, 2008
BONDS DATED: MARCH 1, 2009

INTEREST @ 3.25% EST. DUE: MARCH 5, 2009
INTEREST @ 4.25% EST. DUE: MARCH 1, 2010
& SEMIANNUALLY THEREAFTER

FISCAL YR ENDING DEC. 31st	BALANCE OUT- STANDING	PRINCIPAL PAID MARCH 1st	ESTIMATED INTEREST 4.25%	TOTAL DEBT SERVICE	PILOT PAYMENT /DEVELOPER CONTRIBUTION	DEBT SERVICE NOT PAID BY PILOT
2009	\$2,300,000	\$0	\$24,917	\$ 24,917	\$ 34,000	\$ 9,083
2010	2,300,000	155,000	57,500	212,500	107,000	105,500
2011	2,145,000	165,000	48,263	213,263	107,000	106,263
2012	1,980,000	170,000	44,550	214,550	107,000	107,550
2013	1,810,000	170,000	40,725	210,725	107,000	103,725
2014	1,640,000	115,000	102,106	217,106	214,000	3,106
2015	1,525,000	155,000	61,519	216,519	214,000	2,519
2016	1,370,000	160,000	54,825	214,825	214,000	825
2017	1,210,000	170,000	47,813	217,813	214,000	3,813
2018	1,040,000	175,000	40,481	215,481	214,000	1,481
2019	865,000	180,000	32,938	212,938	323,000	-110,063
2020	685,000	190,000	25,075	215,075	323,000	-107,925
2021	495,000	195,000	16,894	211,894	323,000	-111,106
2022	300,000	205,000	8,394	213,394	323,000	-109,606
2023	95,000	95,000	2,019	97,019	100,000	-2,981
TOTALS		\$2,300,000	\$608,017	\$2,908,017	\$2,924,000	\$2,183
	Average Life	6.86 Yrs	Average	\$193,868		

PREPARED BY:
FISCAL ADVISORS & MARKETING, INC.
10/7/2008

EXHIBIT H

PILOT Agreement

HARTFORD FIRE INSURANCE COMPANY ("Hartford"),

RYAN COMPANIES US, INC. ("Ryan"),

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency")

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2008 Lease/Leaseback Transaction

Part of Tax Parcel Number 316.00-2-41.1

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS AGREEMENT, dated as of March 13, 2008 is by and among **HARTFORD FIRE INSURANCE COMPANY**, having its principal office at Hartford Plaza, 690 Asylum Avenue, Hartford, CT 06155 ("Hartford"), **RYAN COMPANIES US, INC.**, having its principal office at 50 South Tenth Street, Suite 300, Minneapolis, MN 55403 ("Ryan"), and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 153 Brooks Road, Rome, New York 13441-4105 (the "Agency").

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, in order to induce Ryan to develop and equip a multi-story, 122,706+ square foot office building (the "Facility") and Hartford to sublease the Facility from Ryan, the Agency is willing to take and/or continue to own a leasehold interest in the Facility pursuant to a prime lease between Ryan as Lessor and the Agency as Lessee dated as of the date hereof (the "Prime Lease") and leaseback said Facility to Ryan pursuant to the terms and conditions of a leaseback agreement dated as or of the date hereof (the "Leaseback Agreement"); and

WHEREAS, the Prime Lease and the Leaseback Agreement are for a term of fifteen (15) years and will expire on the last day of February, 2023; and

WHEREAS, Ryan will with execution of the Leaseback Agreement and this Agreement sublease the Facility to Hartford pursuant to a sublease between Ryan and Hartford (the "Sublease Agreement"); and

WHEREAS, the Sublease Agreement is for an initial term of ten (10) years with two five-year renewal options; and

WHEREAS, commencing March 1, 2008, the Facility is and/or will be exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of Ryan or the occupancy thereof by Hartford (the "Exempt Taxes"), because the Facility is, or will be, under the jurisdiction, supervision and/or control of the Agency and used for a purpose pursuant to the Prime Lease, the Leaseback Agreement, and the Sublease Agreement within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption will not extend to special assessments; and

WHEREAS, Hartford understands that it, as sublessee of the Facility, will, in fact, have no Exempt Taxes to pay under the provisions of the Leaseback Agreement from March 1, 2008, the next taxable status date, through the earlier of (i) term of the Leaseback Agreement, or (ii) the term of the Sublease Agreement (the "Exemption Term") (each year measured by the twelve month period commencing with the first day of March, herein referred to as an "Exemption Year") (as used herein, the term of the Sublease Agreement shall mean the initial ten (10) Lease Years (as defined in Section 2(g) of the Sublease Agreement) and shall be extended by the renewal term only if Hartford exercises such renewal option); and

WHEREAS, Ryan understands that it, as tenant of the Facility under the Leaseback Agreement, will, in fact, have no Exempt Taxes to pay under the provisions of the Leaseback Agreement for the period from (i) the expiration of the Sublease Agreement if Hartford does not exercise its renewal option, through (ii) the last day of February, 2023; and

WHEREAS, the Agency, Hartford and Ryan deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by Hartford and Ryan, as applicable, to any existing incorporated municipality or any which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, New Hartford Central School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Hartford agrees to cause to be paid to each Taxing Authority all special assessments and ad valorem taxes coming due and payable during the term of the Leaseback Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty; provided Hartford shall have no obligation to pay or cause to be paid any special assessments and ad valorem taxes if it is no longer subleasing the Facility from and after the expiration of the tenth (10th) Lease Year.

2. Hartford agrees to pay to each Taxing Authority as set forth on Schedule A attached hereto and made a part hereof an amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Lease Year as follows:

(a) $\frac{1}{3}$ one-third of all Exempt Taxes as the same would become payable if the property were taxable from the "Commencement Date" (as defined in Section 2(a) of the Sublease Agreement) through and including the last day of the fifth (5th) Lease Year; and

(b) $\frac{2}{3}$ two-thirds of all Exempt Taxes as the same would become payable if the property were taxable from the commencement of the sixth (6th) Lease Year through and including the last day of the tenth (10th) Lease Year; and

(c) one hundred percent of all Exempt Taxes as the same would become payable if the property were taxable from and after the expiration of the tenth (10th) Lease Year, provided Hartford shall have no obligation to pay Exempt Taxes if it is no longer occupying the Facility from and after the expiration of the tenth (10th) Lease Year.

3. If Hartford does not exercise its renewal option under the Sublease Agreement, Ryan agrees to pay or cause to be paid to each Taxing Authority as set forth on Schedule A attached hereto and made a part hereof the PILOT Payments during each Exemption Year from the day following the expiration of the tenth (10th) Lease Year through the last day of February, 2023 in an amount equal to one hundred percent of all Exempt Taxes as the same would have become payable if the property were taxable during such period.

4. Anything herein to the contrary, notwithstanding, upon the default by Hartford in making any payment when due hereunder prior to the expiration of the tenth (10th) Lease Year and upon failure to cure such default within sixty (60) days of receipt of notice as herein provided, Hartford shall henceforth pay, in lieu of the PILOT Payment currently due and payable (and for which Hartford is delinquent), an amount equal to one hundred percent (100%) of the amount of the Exempt Taxes then currently due and payable for such tax period, together with interest at the rate of nine (9%) percent per annum on such delinquent PILOT Payment together with actual and verifiable expenses of enforcement of this Agreement, including but not limited to, reasonable attorneys' fees; provided, however, nothing herein contained shall be

deemed to limit any other rights and remedies the Agency may have hereunder or otherwise. Any PILOT Payments due after the expiration of the tenth (10th) Lease Year which become delinquent shall bear interest at the annual rate equal to the rate of interest per annum applied to delinquent taxes if the property were taxable.

5. Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall then terminate its leasehold interest in the Facility to Ryan pursuant to the Prime Lease.

6. Hartford or Ryan, as applicable, will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Facility were not exempt from taxes.

7. The PILOT Payments to be made by Hartford or Ryan pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility if the Agency did not hold a leasehold interest pursuant to the Prime Lease.

8. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, Hartford or Ryan is required to pay any tax which the payments specified herein are intended to be in lieu of, Hartford or Ryan may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by Hartford or Ryan are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a non-exempt private corporation on account of its ownership of the Facility.

9. This Agreement shall be binding upon the successors and assigns of the parties. i.e. Ryan & Hartford

10. It is the intent of the parties that Hartford and Ryan will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, Hartford or Ryan is obligated to make a payment hereunder, as if and to the same extent as if Hartford and Ryan were the owner of the Facility. It is the further intent of the parties that Hartford will have all the rights and remedies of a taxpayer as if and to the same extent as if Hartford and Ryan were the owner of the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be

entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's ownership of a leasehold interest in the Facility, Hartford and Ryan do not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then Hartford and Ryan shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with Hartford and Ryan in all respects in any such proceeding at their sole cost and expense.

11. This Agreement is subject to the "recapture provisions" contained in Sections 6, 7 and 8 of the Guaranty, Job Creation, Job Retention and Recapture Agreement dated of even date herewith from Hartford to the Agency (but only during the first (1st) ten (10) Lease Years of the term of the Sublease Agreement). Thereafter, payment of the PILOT Payments shall be as follows:

(a) Hartford shall have no personal liability to the Agency or the Taxing Authorities for payment of the PILOT Payments; provided, however, that the foregoing shall not limit, abridge, impair, void or otherwise affect Hartford's personal liability and obligations to Ryan under the Sublease Agreement to make such PILOT Payments if Hartford should exercise its option to extend the term of the Sublease Agreement;

(b) Following the expiration of the first ten Lease Years of the term of the Sublease Agreement until the last day of February 2023, Ryan as the fee owner of the Facility and associated real property shall be personally liable to the Agency for payment of the PILOT Payments; provided, however, that Ryan's obligations hereunder may be assigned by Ryan, its successors and assigns in connection with the sale or conveyance of the Facility and associated real property to each Bona Fide Purchaser. In such event, the obligations of Ryan arising or accruing under this PILOT Agreement after an assignment thereof shall be enforceable only against the Bona Fide Purchaser; and Ryan and its successors and assigns shall be entirely freed and relieved of the obligations under this Agreement, provided the same shall been expressly assumed by the Bona Fide Purchaser. As used herein, the term "Bona Fide Purchaser" shall mean any natural person, partnership, corporation, limited liability company, governmental authority or agency and any other public or private legal entity, which is not (i) Controlled by Ryan, its successors or assigns or (ii) a lender holding a security interest in the Facility and associated real property or other lienholder who acquires the Facility and associated real property by foreclosure or by deed in lieu of foreclosure. As used herein, the term "Controlled" shall

mean that the Ryan or its successors or assigns holds at least a fifty-one percent (51%) ownership interest in the Bona Fide Purchaser.

(c) In the event of foreclosure or deed in lieu thereof or if Ryan or its successors or assigns sells or conveys the Facility and associated real property to a person or entity other than a Bona Fide Purchaser, the personal liability of Ryan or its successors or assigns for the payment of the PILOT Payments following such foreclosure, deed in lieu of foreclosure, sale or conveyance shall continue unless the Agency has approved in writing the creditworthiness of such person or entity, which approval shall not be unreasonably withheld or delayed. The Agency agrees to approve or disapprove such request within ten (10) business days following delivery to the Agency of all the financial information reasonably requested by the Agency. Failure to approve or disapprove such request within such period shall be deemed approval. Any notice of disapproval shall set forth the basis on which the request is denied by the Agency.

12. All amounts payable by Hartford, Ryan or its successors and assigns hereunder will be paid to the respective Taxing Authority and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money. The Agency represents and warrants that it has the authority to bind the Taxing Authorities to accept the PILOT Payments in lieu of the Exempt Taxes.

13. If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

14. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

15. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency or Hartford, as the case may be, addressed as follows:

If to the Agency:

Oneida County Industrial Development Agency
153 Brooks Road
Rome, New York 13441-4105
Attn: David Grow, Vice Chairman

With a Copy to:

Kernan and Kernan, PC

258 Genesee Street #10
Suite 600
Utica, New York 13502
Attention: Michael H. Stephens, Esq.

If to Hartford:

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155
Attn: Workplace Resources, HO-2-18

If to Ryan:

Ryan Companies US, Inc.
50 South 10th Street, Suite 300
Minneapolis, MN 55403
Attention: Mark Nordland

provided, that the Agency, Hartford or Ryan may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

16. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation to enforce the terms of this Agreement shall be maintained exclusively in the Oneida County Supreme Court to the jurisdiction of which court the parties hereby submit.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this PILOT Agreement as of the date first above written.

HARTFORD FIRE INSURANCE COMPANY

By: Barbara Hampton
Barbara Hampton
Its Vice President

RYAN COMPANIES US, INC.

By: _____
Mark Nordland
Its Vice President

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: David C. Grow
Title: Vice Chairman

IN WITNESS WHEREOF, the parties have executed this **PILOT Agreement** as of the date first above written.

HARTFORD FIRE INSURANCE COMPANY

By: _____
Barbara Hampton
Its Vice President

RYAN COMPANIES US, INC.

By: _____
Mark Nordland
Its Vice President

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: David C. Grow
Title: Vice Chairman

STATE OF CONNECTICUT)
COUNTY OF Hartford) ss.: Hartford

On the 13th day of March, 2008 before me the undersigned personally appeared Barbara Hampton personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Sandra Maldonado
Notary Public, Connecticut
My Commission Expires July 31, 2011

Sandra Maldonado
Notary Public

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.:

On the ___ day of February, 2008 before me the undersigned personally appeared, **Mark Nordland** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ___ day of February, 2008 before me the undersigned personally appeared **David C. Grow** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

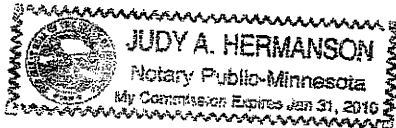
STATE OF CONNECTICUT)
)
) ss.:
)
COUNTY OF _____)

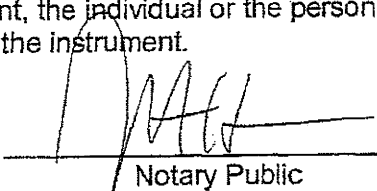
On the ___ day of March, 2008 before me the undersigned personally appeared , _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF MINNESOTA)
)
) ss.:
)
COUNTY OF HENNEPIN)

On the 13 day of ~~February~~^{March}, 2008 before me the undersigned personally appeared , **Mark Nordland** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

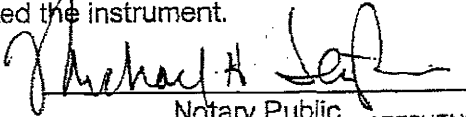




Notary Public

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

On the 17th day of ~~February~~^{March}, 2008 before me the undersigned personally appeared **David C. Grow** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
MICHAEL H. STEPHENS
Notary Public, State of New York
Reg # Q2ST6108758
Appointed in Oneida County
My Commission Expires Apr. 19, 20 08

SCHEDULE A

ONEIDA COUNTY
Receiver of Taxes
City Hall
One Kennedy Plaza
Utica, New York 13501
Attn.: City Treasurer

TOWN OF NEW HARTFORD
Hilarie Elefante, Receiver of Taxes
48 Genesee Street
New Hartford, New York 13413

NEW HARTFORD SCHOOL DISTRICT
Hilarie Elefante, Receiver of Taxes
48 Genesee Street
New Hartford, New York 13413

EXHIBIT H

PILOT Agreement

HARTFORD FIRE INSURANCE COMPANY ("Hartford"),

RYAN COMPANIES US, INC. ("Ryan"),

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency")

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2008 Lease/Leaseback Transaction

Part of Tax Parcel Number 316.00-2-41.1

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS AGREEMENT, dated as of March 13, 2008 is by and among **HARTFORD FIRE INSURANCE COMPANY**, having its principal office at Hartford Plaza, 690 Asylum Avenue, Hartford, CT 06155 ("Hartford"), **RYAN COMPANIES US, INC.**, having its principal office at 50 South Tenth Street, Suite 300, Minneapolis, MN 55403 ("Ryan"), and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 153 Brooks Road, Rome, New York 13441-4105 (the "Agency").

WITNESSETH:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, in order to induce Ryan to develop and equip a multi-story, 122,706± square foot office building (the "Facility") and Hartford to sublease the Facility from Ryan, the Agency is willing to take and/or continue to own a leasehold interest in the Facility pursuant to a prime lease between Ryan as Lessor and the Agency as Lessee dated as of the date hereof (the "Prime Lease") and leaseback said Facility to Ryan pursuant to the terms and conditions of a leaseback agreement dated as or of the date hereof (the "Leaseback Agreement"); and

WHEREAS, the Prime Lease and the Leaseback Agreement are for a term of fifteen (15) years and will expire on the last day of February, 2023; and

WHEREAS, Ryan will with execution of the Leaseback Agreement and this Agreement sublease the Facility to Hartford pursuant to a sublease between Ryan and Hartford (the "Sublease Agreement"); and

WHEREAS, the Sublease Agreement is for an initial term of ten (10) years with two five-year renewal options; and

WHEREAS, commencing March 1, 2008, the Facility is and/or will be exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of Ryan or the occupancy thereof by Hartford (the "Exempt Taxes"), because the Facility is, or will be, under the jurisdiction, supervision and/or control of the Agency and used for a purpose pursuant to the Prime Lease, the Leaseback Agreement, and the Sublease Agreement within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption will not extend to special assessments; and

WHEREAS, Hartford understands that it, as sublessee of the Facility, will, in fact, have no Exempt Taxes to pay under the provisions of the Leaseback Agreement from March 1, 2008, the next taxable status date, through the earlier of (i) term of the Leaseback Agreement, or (ii) the term of the Sublease Agreement (the "Exemption Term") (each year measured by the twelve month period commencing with the first day of March, herein referred to as an "Exemption Year") (as used herein, the term of the Sublease Agreement shall mean the initial ten (10) Lease Years (as defined in Section 2(g) of the Sublease Agreement) and shall be extended by the renewal term only if Hartford exercises such renewal option); and

WHEREAS, Ryan understands that it, as tenant of the Facility under the Leaseback Agreement, will, in fact, have no Exempt Taxes to pay under the provisions of the Leaseback Agreement for the period from (i) the expiration of the Sublease Agreement if Hartford does not exercise its renewal option, through (ii) the last day of February, 2023; and

WHEREAS, the Agency, Hartford and Ryan deem it necessary and proper to enter into an agreement making provision for payments-in-lieu-of-taxes and such assessments by Hartford and Ryan, as applicable, to any existing incorporated municipality or any which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, New Hartford Central School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Hartford agrees to cause to be paid to each Taxing Authority all special assessments and ad valorem taxes coming due and payable during the term of the Leaseback Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty; provided Hartford shall have no obligation to pay or cause to be paid any special assessments and ad valorem taxes if it is no longer subleasing the Facility from and after the expiration of the tenth (10th) Lease Year.

2. Hartford agrees to pay to each Taxing Authority as set forth on Schedule A attached hereto and made a part hereof an amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Lease Year as follows:

(a) $\frac{1}{3}$ one-third of all Exempt Taxes as the same would become payable if the property were taxable from the "Commencement Date" (as defined in Section 2(a) of the Sublease Agreement) through and including the last day of the fifth (5th) Lease Year; and

(b) $\frac{2}{3}$ two-thirds of all Exempt Taxes as the same would become payable if the property were taxable from the commencement of the sixth (6th) Lease Year through and including the last day of the tenth (10th) Lease Year; and

(c) one hundred percent of all Exempt Taxes as the same would become payable if the property were taxable from and after the expiration of the tenth (10th) Lease Year, provided Hartford shall have no obligation to pay Exempt Taxes if it is no longer occupying the Facility from and after the expiration of the tenth (10th) Lease Year.

3. If Hartford does not exercise its renewal option under the Sublease Agreement, Ryan agrees to pay or cause to be paid to each Taxing Authority as set forth on Schedule A attached hereto and made a part hereof the PILOT Payments during each Exemption Year from the day following the expiration of the tenth (10th) Lease Year through the last day of February, 2023 in an amount equal to one hundred percent of all Exempt Taxes as the same would have become payable if the property were taxable during such period.

4. Anything herein to the contrary, notwithstanding, upon the default by Hartford in making any payment when due hereunder prior to the expiration of the tenth (10th) Lease Year and upon failure to cure such default within sixty (60) days of receipt of notice as herein provided, Hartford shall henceforth pay, in lieu of the PILOT Payment currently due and payable (and for which Hartford is delinquent), an amount equal to one hundred percent (100%) of the amount of the Exempt Taxes then currently due and payable for such tax period, together with interest at the rate of nine (9%) percent per annum on such delinquent PILOT Payment together with actual and verifiable expenses of enforcement of this Agreement, including but not limited to, reasonable attorneys' fees; provided, however, nothing herein contained shall be

deemed to limit any other rights and remedies the Agency may have hereunder or otherwise. Any PILOT Payments due after the expiration of the tenth (10th) Lease Year which become delinquent shall bear interest at the annual rate equal to the rate of interest per annum applied to delinquent taxes if the property were taxable.

5. Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall then terminate its leasehold interest in the Facility to Ryan pursuant to the Prime Lease.

6. Hartford or Ryan, as applicable, will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Facility were not exempt from taxes.

7. The PILOT Payments to be made by Hartford or Ryan pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility if the Agency did not hold a leasehold interest pursuant to the Prime Lease.

8. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, Hartford or Ryan is required to pay any tax which the payments specified herein are intended to be in lieu of, Hartford or Ryan may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by Hartford or Ryan are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a non-exempt private corporation on account of its ownership of the Facility.

9. This Agreement shall be binding upon the successors and assigns of the parties. *i.e. Ryan & Hartford*

10. It is the intent of the parties that Hartford and Ryan will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, Hartford or Ryan is obligated to make a payment hereunder, as if and to the same extent as if Hartford and Ryan were the owner of the Facility. It is the further intent of the parties that Hartford will have all of the rights and remedies of a taxpayer as if and to the same extent as if Hartford and Ryan were the owner of the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be

entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's ownership of a leasehold interest in the Facility, Hartford and Ryan do not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then Hartford and Ryan shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with Hartford and Ryan in all respects in any such proceeding at their sole cost and expense.

11. This Agreement is subject to the "recapture provisions" contained in Sections 6, 7 and 8 of the Guaranty, Job Creation, Job Retention and Recapture Agreement dated of even date herewith from Hartford to the Agency (but only during the first (1st) ten (10) Lease Years of the term of the Sublease Agreement). Thereafter, payment of the PILOT Payments shall be as follows:

(a) Hartford shall have no personal liability to the Agency or the Taxing Authorities for payment of the PILOT Payments; provided, however, that the foregoing shall not limit, abridge, impair, void or otherwise affect Hartford's personal liability and obligations to Ryan under the Sublease Agreement to make such PILOT Payments if Hartford should exercise its option to extend the term of the Sublease Agreement;

(b) Following the expiration of the first ten Lease Years of the term of the Sublease Agreement until the last day of February 2023, Ryan as the fee owner of the Facility and associated real property shall be personally liable to the Agency for payment of the PILOT Payments; provided, however, that Ryan's obligations hereunder may be assigned by Ryan, its successors and assigns in connection with the sale or conveyance of the Facility and associated real property to each Bona Fide Purchaser. In such event, the obligations of Ryan arising or accruing under this PILOT Agreement after an assignment thereof shall be enforceable only against the Bona Fide Purchaser; and Ryan and its successors and assigns shall be entirely freed and relieved of the obligations under this Agreement, provided the same shall been expressly assumed by the Bona Fide Purchaser. As used herein, the term "Bona Fide Purchaser" shall mean any natural person, partnership, corporation, limited liability company, governmental authority or agency and any other public or private legal entity, which is not (i) Controlled by Ryan, its successors or assigns or (ii) a lender holding a security interest in the Facility and associated real property or other lienholder who acquires the Facility and associated real property by foreclosure or by deed in lieu of foreclosure. As used herein, the term "Controlled" shall

mean that the Ryan or its successors or assigns holds at least a fifty-one percent (51%) ownership interest in the Bona Fide Purchaser.

(c) In the event of foreclosure or deed in lieu thereof or if Ryan or its successors or assigns sells or conveys the Facility and associated real property to a person or entity other than a Bona Fide Purchaser, the personal liability of Ryan or its successors or assigns for the payment of the PILOT Payments following such foreclosure, deed in lieu of foreclosure, sale or conveyance shall continue unless the Agency has approved in writing the creditworthiness of such person or entity, which approval shall not be unreasonably withheld or delayed. The Agency agrees to approve or disapprove such request within ten (10) business days following delivery to the Agency of all the financial information reasonably requested by the Agency. Failure to approve or disapprove such request within such period shall be deemed approval. Any notice of disapproval shall set forth the basis on which the request is denied by the Agency.

12. All amounts payable by Hartford, Ryan or its successors and assigns hereunder will be paid to the respective Taxing Authority and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money. The Agency represents and warrants that it has the authority to bind the Taxing Authorities to accept the PILOT Payments in lieu of the Exempt Taxes.

13. If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

14. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

15. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency or Hartford, as the case may be, addressed as follows:

If to the Agency:

Oneida County Industrial Development Agency
153 Brooks Road
Rome, New York 13441-4105
Attn: David Grow, Vice Chairman

With a Copy to:

Kernan and Kernan, PC

258 Genesee Street #10
Suite 600
Utica, New York 13502
Attention: Michael H. Stephens, Esq.

If to Hartford:

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155
Attn: Workplace Resources, HO-2-18

If to Ryan:

Ryan Companies US, Inc.
50 South 10th Street, Suite 300
Minneapolis, MN 55403
Attention: Mark Nordland

provided, that the Agency, Hartford or Ryan may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

16. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation to enforce the terms of this Agreement shall be maintained exclusively in the Oneida County Supreme Court to the jurisdiction of which court the parties hereby submit.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this PILOT Agreement as of the date first above written.

HARTFORD FIRE INSURANCE COMPANY

By:



How

Barbara Hampton
Its Vice President

RYAN COMPANIES US, INC.

By:

Mark Nordland
Its Vice President

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:

Name: David C. Grow
Title: Vice Chairman

IN WITNESS WHEREOF, the parties have executed this **PILOT Agreement** as of the date first above written.

HARTFORD FIRE INSURANCE COMPANY

By: _____
Barbara Hampton
Its Vice President

RYAN COMPANIES US, INC.

By: _____
Mark Nordland
Its Vice President

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name: David C. Grow
Title: ~~Vice~~ Chairman

STATE OF CONNECTICUT)
COUNTY OF Hartford) ss.: Hartford

On the 13th day of March, 2008 before me the undersigned personally appeared Barbara Hampton personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Sandra Maldonado
Notary Public, Connecticut
My Commission Expires July 31, 2011

Sandra Maldonado
Notary Public

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) : ss.:

On the ___ day of February, 2008 before me the undersigned personally appeared , **Mark Nordland** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ___ day of February, 2008 before me the undersigned personally appeared **David C. Grow** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

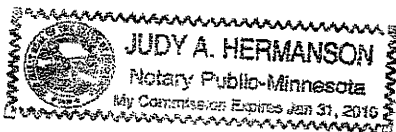
STATE OF CONNECTICUT)
) ss.:
 COUNTY OF _____)

On the ____ day of March, 2008 before me the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

STATE OF MINNESOTA)
) ss.:
 COUNTY OF HENNEPIN)

On the 13 day of ^{March} ~~February~~, 2008 before me the undersigned personally appeared , **Mark Nordland** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



 Notary Public

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

On the 13 day of ^{March} ~~February~~, 2008 before me the undersigned personally appeared **David C. Grow** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

MICHAEL H. STEPHENS
 Notary Public, State of New York
 Reg # 02ST6108758
 Appointed in Oneida County
 My Commission Expires Apr. 19, 20 09

SCHEDULE A

ONEIDA COUNTY
Receiver of Taxes
City Hall
One Kennedy Plaza
Utica, New York 13501
Attn.: City Treasurer

TOWN OF NEW HARTFORD
Hilarie Elefante, Receiver of Taxes
48 Genesee Street
New Hartford, New York 13413

NEW HARTFORD SCHOOL DISTRICT
Hilarie Elefante, Receiver of Taxes
48 Genesee Street
New Hartford, New York 13413

EXHIBIT I

Agreement and Individual Guaranty

AGREEMENT AND INDIVIDUAL GUARANTY

This Agreement and Individual Guaranty, as a separate addendum to the Agreement Allocating PILOT Payments, dated October __, 2008, is entered into this __ day of October, 2008, by and between the TOWN OF NEW HARTFORD (the "Town") and LAWRENCE R. ADLER, THOMAS J. VALENTI AND FRED BURROWS, JR., jointly and severally, (the "Guarantors") as follows:

RECITALS

A. In accordance with an Agreement Allocating PILOT Payments dated as of October __, 2008 by and among the Town, the New Hartford Central School District, the County of Oneida and the Oneida County Industrial Development Agency (the "Allocation Agreement") certain PILOT Payments (as defined therein) are payable to the Town.

B. Included among the terms and conditions of said Allocation Agreement is the following:

1. The Town shall issue a BAN/Bond in the amount of \$2.3 million. Issuance to occur in and around November 1, 2008.
2. The Town's debt service on said BAN/Bond shall be paid by and with monies received from the Oneida County Industrial Development Agency ("OCIDA") pursuant to OCIDA's Payment-In-Lieu-Of-Tax Agreement ("PILOT Agreement") with Hartford Fire Insurance Company ("Hartford") and Ryan Companies US, Inc. ("Ryan")
3. The rest and remainder of the Town's debt service on said BAN/Bond shall be paid by and with monies provided by Letter of Credit from the Guarantors herein.

4. With said \$2.3 million, public improvements in and around the Business Park are to be performed in accordance with:

- Bid Contract #1 "as is" without change or deletion. (Roads C and D - Approximate price \$1.4 million with paving and work extras). The Town shall remain free of liability and obligation on the subject contract until (a) all of the land upon which Roads C and D are to be constructed are legally transferred to the Town with good and proper title (this includes the land at or near the Cell Tower and National Grid parcel); (b) the 3 taxing authorities have fully executed the corresponding Allocation Agreement; (c) the Guarantors/Developers have provided the Town with a Letter of Credit satisfactory to the Town as to form and amount; and (d) the Guarantors/Developers have duly executed the within Agreement and Individual Guaranty; and

- Bid Contract #2 "as is" without change or deletion. (Rt. 5 Int. - Approximate price \$.9 mil.) The Town shall remain free of liability and obligation to commence work until (a) said contract has been legally and properly awarded; (b) the 3 taxing authorities have fully executed the corresponding Allocation Agreement; (c) the Guarantors/Developers have provided the Town with a Letter of Credit satisfactory to the Town as to form and amount; and (d) the Guarantors/Developers have duly executed the within Agreement and Individual Guaranty.

C. In connection with paragraph 4. above, Guarantors, jointly and severally, hereby further agree to pay and be solely responsible for any and all incidental costs, escalation costs, inspection fees, engineering costs, paving costs, any additional work and other costs incident or related to Bid Contract #1 and Bid Contract #2 as may arise

from or in the performance of said contracts, but which may not be reflected, expressly stated or provided for therein ("Guaranteed Obligations").

D. The Guarantors, being affiliated with and owners of the New Hartford Office Group, LLC, will receive direct and indirect benefits from the issuance of such BAN/Bond.

E. The Guarantors wish to grant the Town security and assurance with respect to the payment of the Guaranteed Obligations referenced above in paragraph C.

Accordingly, the Guarantors hereby agree as follows:

1. **Guaranty:**

(a) The Guarantors unconditionally and irrevocably guarantee to the Town the full and punctual payment when due, whether at the stated due date, by acceleration or otherwise of the Guaranteed Obligations referenced above in paragraph C up to a maximum of \$200,000.00. This Guaranty is an absolute, unconditional, continuing personal guaranty of payment and not of collection of the PILOT Payments. This Guaranty is in no way conditioned upon any attempt to collect from the New Hartford Office Group, LLC or upon any other event or contingency, and shall be binding upon and enforceable against the Guarantors, jointly and severally, without regard to the validity or enforceability of the aforementioned Letter of Credit or any security agreement, instrument or other agreement delivered in connection with the transactions contemplated by the Allocation Agreement

(b) The Guarantors shall pay all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred in connection with the enforcement or defense of the obligations of the Guarantors under this Guaranty.

2. **Guaranty Continuing, Absolute, Unlimited:**

The obligations of the Guarantors hereunder shall be continuing, absolute, unlimited and unconditional, shall not be subject to any counterclaim, set-off, deduction

or defense (other than payment) based upon any claim the Guarantors may have against the Town or any other person, agency or business entity and shall remain in full force and effect without regard to, and, to the fullest extent permitted by applicable law, shall not be released, discharged or in any way affected by any circumstances or condition (whether or not the Guarantors shall have any knowledge or notice thereof) whatsoever which might constitute a legal or equitable discharge or defense.

3. **Representation of the Guarantors:**

The Guarantors each have liquid available assets as of the date hereof of at least \$500,000 and hereby commit to maintain such level of liquid available assets throughout the term of the Guaranty.

4. **Payments:**

Each payment by the Guarantors to the Town under this Guaranty shall be made in the time, place and manner demanded by the Town upon 30 days written notice to any one or more of the Guarantors.

5. **Parties:**

This Guaranty shall inure to the benefit of the Town and its successors, assigns or transferees, and shall be binding upon the Guarantors and their heirs, personal representatives and assigns. The Guarantors may not delegate, individually or collectively, any of their duties under this Guaranty without the prior written consent of the Town.

6. **Notices:**

Any notice shall be conclusively deemed to have been received by a party hereto and to be effective on the day on which delivered to such party or one Business Day after being sent by overnight mail to the address set forth below or, in the case of telecopy notice, when acknowledged as received, or if sent by registered or certified

mail, the fifth day after the day on which mailed in the United states, addressed to such party at such address:

- (a) If to the Town, at: The Town of New Hartford
Office of the Supervisor
Butler Hall
48 Genesee Street
New Hartford, New York 13413
(315) 733-7500

- (b) If to the Guarantors, at: New Hartford Office Group, LLC
6007 Fair Lakes Road
Suite 100
East Syracuse, N.Y. 13057

- (c) as to each such party at such other address as such party shall have designated to the other in a written notice complying as to delivery with the provisions of this Section 6.

7. Remedies:

The Guarantors stipulate that the remedies at law in respect of any default or threatened default by the Guarantors in the performance of or compliance with any of the terms of this Guaranty are not and will not be adequate, and that any of such terms may be specifically enforced by a decree for specific performance or by an injunction against violation of any such terms or otherwise.

8. Survival of Representations, Warranties, etc.:

All representations, warranties, covenants and agreements made herein, including representations and warranties deemed made herein, shall survive any investigation or inspection made by or on behalf of the Town and shall continue in full force and effect until all of the obligations of the guarantor under this Guaranty shall be fully performed in accordance with the terms hereof, and until the payment in full of the Guaranteed Obligations.

9. **Governing Law and Consent to Jurisdiction:**

This Guaranty shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflicts of law. The Guarantors hereby irrevocably submit to the jurisdiction of each State and United States Federal Courts sitting in New York, Oneida County, State of New York in any action, suit or proceeding brought against the Guarantors, jointly or severally, and related to or in connection with this Guaranty or the transactions contemplated hereby, and to the extent permitted by applicable law, the Guarantors hereby waive and agree not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding, any claim that the Guarantors are not personally subject to the jurisdiction of such Courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit action or proceeding is improper, or that this Guaranty or any document or any instrument referred to herein or the subject matter thereof may not be litigated in or by such Courts. To the extent permitted by applicable law, the Guarantors agree (i) not to seek and hereby waive the right to any review of the jurisdiction of any such Court by any such Court of any other nation or jurisdiction which may be called upon to grant an enforcement of such judgment and (ii) not to assert any counterclaim (other than a claim which constitutes a mandatory or compulsory counterclaim under applicable Rule of Civil Procedure) in any such suit, action or proceeding. The Guarantors agree that service of process may be made upon the Guarantors by certified or registered mail to the address for notices set forth in this Guaranty or any method authorized by the laws of New York. The Guarantors and the Town, by acceptance of this Guaranty, irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Guaranty or the transactions contemplated hereby or thereby.

10. **Miscellaneous:**

(a) All capitalized terms used herein and not defined herein shall have the meaning specified in the Agreement Allocating PILOT Payments. (Allocation Agreement)

(b) If any term of this Guaranty or any application thereof shall be invalid or unenforceable, the remainder of this Guaranty and any other application of such term shall not be affected thereby.

(c) Any term of this Guaranty may be amended, waived, discharged or terminated only by an instrument in writing signed by the Guarantors and the Town.

(d) The headings in this Guaranty are for purposes of reference only and shall not limit or define the meaning hereof

(e) No delay or omission by the Town in the exercise of any right under this Guaranty shall impair any such right, nor shall it be construed to be waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise of any other right.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be executed and delivered as of the day and year first above written.

Guarantor: Lawrence R. Adler, jointly and severally

Guarantor: Thomas J. Valenti, jointly and severally

Guarantor: Fred Burrows, Jr., jointly and severally

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

On the _____ day of _____ in the year 2008, before me, the undersigned, personally appeared Lawrence R. Adler, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the

individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)
Notary Public

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

On the _____ day of _____ in the year 2008, before me, the undersigned, personally appeared Thomas J. Velanti, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)
Notary Public

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

On the _____ day of _____ in the year 2008, before me, the undersigned, personally appeared Fred Burrows, Jr., known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)
Notary Public

EXHIBIT J

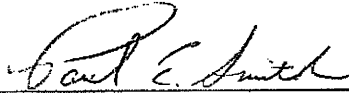
Letter of Credit

EXHIBIT K

Smith Affidavit

Paul Smith, being duly sworn, deposes and says:

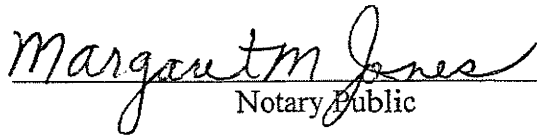
1. I am the Tax Assessor for the Town of New Hartford.
2. As such, I am familiar with the process and procedure for assessing the value of real property located in New Hartford for property tax purposes.
3. In and around March 2008, I assessed the real property and the structure on which The Hartford office building is being constructed at \$3,000,000.
4. This \$3,000,000 assessed value represents a partial assessment as the subject building was still under construction and the parcel only partially improved.
5. Accordingly, in September 2008, a school tax bill was issued to the owner of the subject property in the approximate amount of \$73,340 calculated as follows: \$3,000,000 assessed value x current school tax rate of \$24.78 per \$1,000 in assessed value. In January 2009, a tax bill will be issued to the subject property owner in the approximate amount of \$28,830 calculated as follows: \$3,000,000 assessed value x last year's town and county combined rate of \$9.61 per \$1,000 of assessed value.
6. The anticipated tax revenue is only an approximation as the \$34.39/1,000 tax rate (\$24.78 + \$9.61) is subject to change by the 3 respective taxing authorities – School, County and Town.
7. When the real property tax assessment roll is fixed again in March 2009, it is expected the subject office building will be fully constructed and occupied.
8. Based upon my knowledge, training, education, experience and cursory inspection of the structure, it is expected the fully assessed value of the subject property will approximate \$9.5-\$11.5 million. However, reservation is herein made with regard to this alleged valuation as a true value cannot be assessed until construction is complete and a certificate of occupancy is issued.
9. Applying the same approximate tax rate of \$34.39/1,000 (with the same reservation) to the fully assessed value will produce a fair approximation of the tax revenue reasonably expected from this particular tax parcel in and around January 2010. Assuming a fully assessed value of \$9.5 million, the tax revenue will approximate \$326,700 per year. (\$9.5 mil. x \$34.39/1,000)
10. Upon information and belief, I am informed that under the current PILOT Agreement, The Hartford and/or Ryan Companies is only obligated to pay 1/3 of this tax for the 1st five years of the PILOT Agreement; 2/3 of this tax in years 6-10; and 100% of this tax in years 11-15.



Paul Smith

Town of New Hartford Tax Assessor

Sworn to before me this 2nd day of October 2008.



Notary Public

MARGARET M. JONES
Notary Public, State of New York
Reg. #01JO6070044
Appointed in Oneida County
My Commission Expires 02/19/20 11



Jerry Green <greensecretary@gmail.com>

deposition

1 message

Smith, Paul <PaulS@town.new-hartford.ny.us>
To: jgreen06146@yahoo.com

Tue, Sep 30, 2008 at 10:59 AM

Jerry,

Use a current school rate \$24.78 per thousand in all instances and last years town and county rates (\$2.11/ \$7.50 = \$9.61 total combined rate) .

5. Accordingly, in September 2008 a school tax bill was generated to the owner of the subject property in hte approximate amount of \$ 73,340 and in January 2009, a tax bill will be issued to the owner of the subject property in the approximate amount of \$28,830 calculated as follows: \$3,000,000 assessed value x current school rate of \$24.78 per \$1,000 in assessed value and \$3,000,000 assessed value x last year's town and county combined rate of \$9.61 per \$1,000 of assessed value.

Paul

24.78
9.61
* 34.39

Paul E. Smith, Assessor
Town of New Hartford
111 New Hartford St. New Hartford, NY 13413
1 (315) 724-4412 x 2427

September 23, 2008

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

7N2008-455
**ECONOMIC DEVELOPMENT
& TOURISM**

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 OCT -9 PM 3:25

TOWY
Dear Mr. Picente:

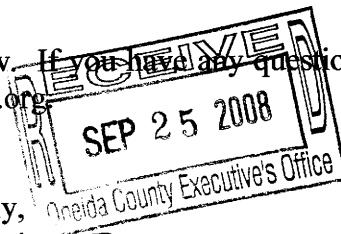
WAYS & MEANS

The Oneida County Empire Zone Administrative Board (ZAB) is requesting action by the Oneida County Board of Legislators at their earliest convenience on the attached proposed local law, whose purpose is to amend the Oneida County Empire Zone's boundaries of its Region Four (Special Metals / PAR) encompassing land in the New Hartford Business Park. A request for a concurring resolution for this change has been made of the Town of New Hartford Town Board.

When Oneida County re-drew its Empire Zone boundaries in 2005, it designated 222.1 acres in the Town of New Hartford labeled as "Region 4 - Special Metals/PAR". 13.9 Ac Empire Zone designated acres fall within various utility easements which makes them undevelopable for commercial/industrial purposes (shown in red on the accompanying map). The ZAB would like to make a change to the existing boundaries of Region Four to delete the 13.9 acres of power line easements and replace that acreage with 13.9 acres of prime development property (shown in yellow on the map) to facilitate the ongoing expansion of the New Hartford Business Park.

The ZAB believes that this modification is a logical use of zone acreage and consistent with the Oneida County zone development plan. Being that the New Hartford Business Park is now serviced by appropriate infrastructure, including public water and sewer, electric, natural gas and fiber optic service, it is therefore a prime location for future economic development projects in the County.

Thank you for your consideration of this proposed local law. ~~If you have any questions, please contact me at (315) 356-5509 or e-mail at pzawko@mvedge.org.~~



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

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

Date 10/1/08

Sincerely,

Peter Zawko

Peter Zawko
Oneida County Empire Zone Coordinator

Cc: Linda Dillon
John Kent

Enc.

* PLEASE NOTE: THE ORIGINAL AGREEMENT IS AVAILABLE FOR REVIEW IN THE CLERK'S OFFICE AND IS NOT BEING MAILED DUE TO THE VOLUMITY OF THE AGREEMENT. IT WILL BE AVAILABLE ON THE INTERNET WHEN THE COMMUNICATIONS ARE POSTED LATE TUESDAY. *

27.

ONEIDA COUNTY BOARD OF LEGISLATORS

LOCAL LAW NO. ____ OF 2008

COUNTY OF ONEIDA

STATE OF NEW YORK

RE: LOCAL LAW AUTHORIZING ONEIDA COUNTY TO MAKE APPLICATION TO AMEND THE BOUNDARIES OF THE ONEIDA COUNTY EMPIRE ZONE AS DESCRIBED IN LOCAL LAW NO 3 OF 2005.

Be it enacted by the legislature of Oneida County as follows:

Section 1. By Local Law No 5 of 1997, the Oneida County Board of Legislators authorized an application for the designation of an Economic Development Zone, now called an Empire Zone, relative to certain land within Oneida and Herkimer Counties, pursuant to Section 961 of the General Municipal Law, and the creation of such zone was approved by the New York State Commissioner of Economic Development and such Zone was formally designated by the Empire Zone Designation Board on June 15, 1998.

Section 2. By Local Law No. 2 of 2002, Local Law No. 3 of 2003, Local Law No. 1 of 2005, and Local Law No. 3 of 2005, the Oneida County Board of Legislators authorized revisions to the boundaries of the Oneida County Empire Zone.

Section 3. By Local Law No. 366 of 2005, the Oneida County Board of Legislators authorized the designation of a Regionally Significant Project. By Local Law No. 2 of 2007, the Oneida County Board of Legislators authorized the designation of a Regionally Significant Project. By Local Law No. 4 of 2007, the Oneida County Board of Legislators authorized the designation of a Regionally Significant Project.

Section 4. It is the desire and intent of the Oneida County Board of Legislators to revise the Oneida County Empire Zone to reconfigure "Region 4 (Special Metals / PAR)" in the Town of New Hartford by deleting 13.9 acres and adding 13.9 acres.

Section 5. The County of Oneida is hereby authorized to submit to the State of New York an application to revise the Oneida County Empire Zone so that the description of the Oneida County Empire Zone in Schedule A of this local law replaces in its entirety the description of the Oneida County Empire Zone in Schedule A of local law number 3 of 2005.

Section 6. The Commissioner of the New York State Department of Economic Development is hereby requested to revise the boundary of the Oneida County Empire Zone in accordance with this local law.

Section 7. In all other respects, Local Law number 3 of 2005, Local Law number 2 of 2007, and Local Law number 4 of 2007 shall remain in full force and effect.

Section 8. This local law shall take effect immediately upon filing in the office of the Secretary of State pursuant to Sections 20, 21 and 27 of the Municipal Home Rule Law.

Oneida County Empire Zone Administrative Board

Resolution

Authorization for Oneida County to submit a request for a Technical Boundary Correction to Empire State Development Corporation

WHEREAS, New York State has created the Empire Zones program to encourage industrial and commercial development in selected municipalities across the State, and


WHEREAS, the Oneida County Zone Administrative Board (ZAB) desires to amend the boundaries of the Oneida County Empire Zone to further encourage industrial and commercial development, and

WHEREAS, the ZAB has identified a number of parcels in Region Four (Special Metals / PAR) Area totaling 13.9 acres that should be removed from the Empire Zone because they are within power line easements not suited for industrial / commercial development, and

WHEREAS, the ZAB has identified 13.9 acres adjacent to Region Four (Special Metals / PAR) Area that have a high potential for industrial and commercial development, and

NOW, THEREFORE, the ZAB, being duly convened, does hereby

RESOLVE, that the ZAB authorizes Oneida County to submit to Empire State Development Corporation a Technical Boundary Correction to delete 13.9 acres in Region Four (Special Metals / PAR) Area and add 13.9 acres to Region Four (Special Metals / PAR) Area as described by the attached legal description, boundary map and Change of Circumstance narrative.



Anthony Carvelli, Chairperson

9-17-08

Date

Schedule "A"
Oneida County Proposed Empire Zone Change
Region 4 Coordinate Description
Update: August 22, 2008

The Oneida County Empire Zone is defined by coordinates using Universal Transverse Mercator Zone 18 (UTM ZN 18) coordinates in the horizontal North American Datum of 1983 (NAD 83). A coordinate is provided for each angle point (vertex) beginning with a point of origin and continuing around the feature until the original point is returned to, thereby closing the polygon. This method of description allows the boundaries of these features to be readily mapped and delineated.

POINTID	BEARING	DISTANCE	REGION NUMBER	REGION NAME	X	Y
0	-1000.00	0.0	4	New Hartford	473104.0	4771122.2
1	-151.11	19.7	4	New Hartford	473094.5	4771104.9
2	82.83	55.8	4	New Hartford	473149.8	4771111.9
3	103.74	93.9	4	New Hartford	473241.0	4771089.6
4	173.12	173.2	4	New Hartford	473261.8	4770917.6
5	173.07	18.3	4	New Hartford	473264.0	4770899.4
6	172.62	103.0	4	New Hartford	473277.2	4770797.3
7	172.62	146.7	4	New Hartford	473296.1	4770651.8
8	172.84	158.6	4	New Hartford	473315.8	4770494.4
9	-95.18	89.4	4	New Hartford	473226.8	4770486.4
10	173.73	127.3	4	New Hartford	473240.7	4770359.8
11	-99.63	42.8	4	New Hartford	473198.5	4770352.6
12	-172.86	59.1	4	New Hartford	473191.1	4770294.0
13	172.85	62.0	4	New Hartford	473198.9	4770232.5
14	-170.21	46.8	4	New Hartford	473190.9	4770186.4
15	173.01	80.0	4	New Hartford	473200.6	4770107.0
16	-82.96	98.3	4	New Hartford	473103.1	4770119.0
17	-82.94	71.0	4	New Hartford	473032.6	4770127.7
18	-83.06	8.6	4	New Hartford	473024.1	4770128.8
19	-83.10	25.5	4	New Hartford	472998.7	4770131.8

September 2, 2008

Oneida County Empire Zone

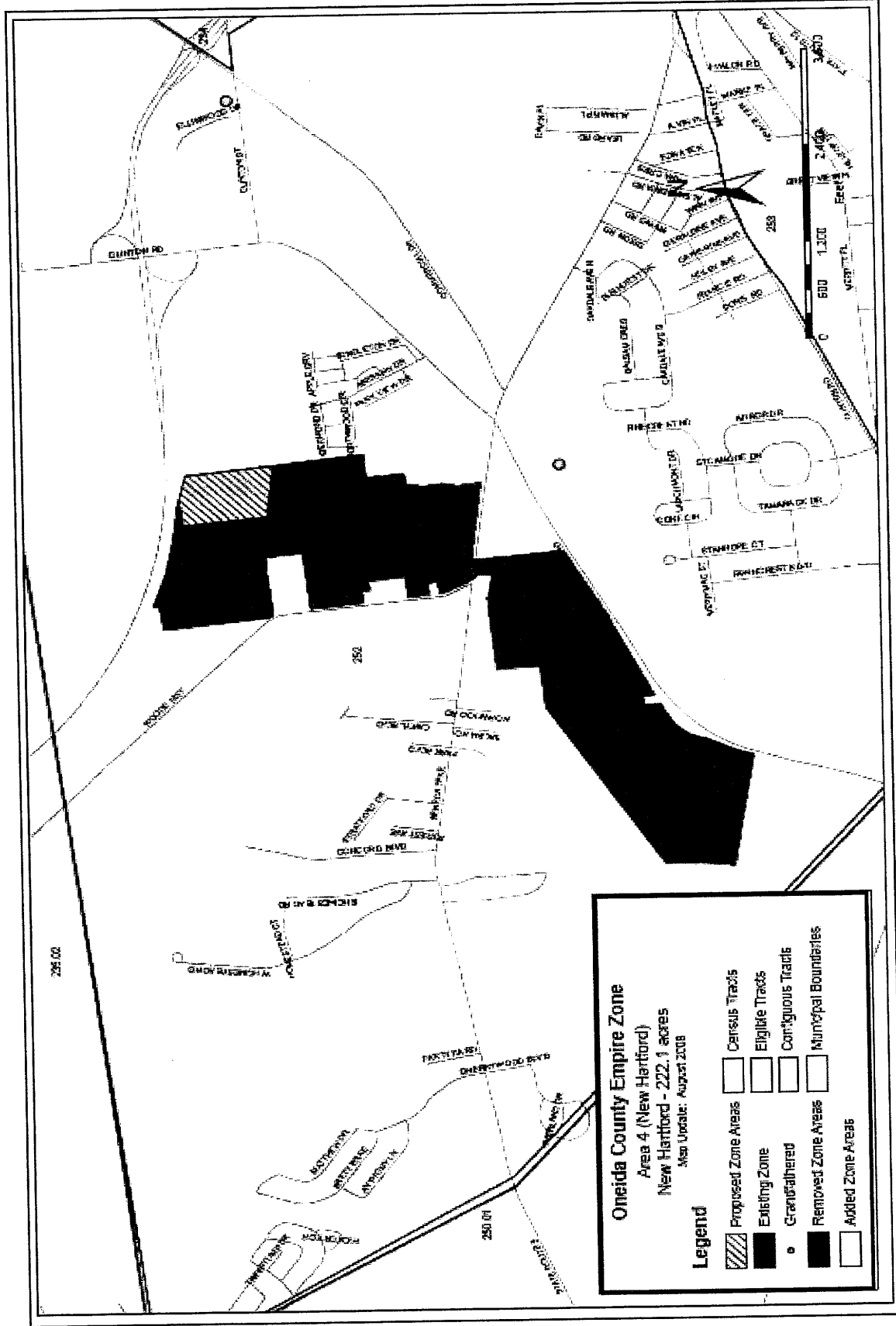
20	-83.35	87.7	4	New Hartford	472911.6	4770142.0
21	-175.99	30.5	4	New Hartford	472909.5	4770111.5
22	174.05	277.1	4	New Hartford	472938.2	4769836.0
23	-119.81	301.9	4	New Hartford	472676.3	4769685.9
24	-116.51	159.5	4	New Hartford	472533.6	4769614.7
25	-116.50	169.4	4	New Hartford	472382.0	4769539.2
26	-6.43	41.1	4	New Hartford	472377.4	4769580.0
27	-97.81	33.0	4	New Hartford	472344.7	4769575.5
28	172.32	56.8	4	New Hartford	472352.3	4769519.3
29	-114.99	7.9	4	New Hartford	472345.1	4769515.9
30	-117.90	64.6	4	New Hartford	472288.0	4769485.7
31	-129.00	17.3	4	New Hartford	472274.6	4769474.8
32	-134.19	17.3	4	New Hartford	472262.2	4769462.8
33	-139.11	17.3	4	New Hartford	472250.9	4769449.8
34	-144.07	17.3	4	New Hartford	472240.8	4769435.8
35	-147.92	10.4	4	New Hartford	472235.3	4769427.0
36	-159.73	36.5	4	New Hartford	472222.7	4769392.8
37	-163.21	28.8	4	New Hartford	472214.3	4769365.2
38	-159.13	17.3	4	New Hartford	472208.2	4769349.0
39	-155.16	28.8	4	New Hartford	472196.0	4769322.8
40	-155.09	55.2	4	New Hartford	472172.8	4769272.7
41	-162.82	64.8	4	New Hartford	472153.6	4769210.8
42	-80.78	275.5	4	New Hartford	471881.7	4769254.9
43	-80.78	155.2	4	New Hartford	471728.5	4769279.8
44	13.74	42.4	4	New Hartford	471738.6	4769321.0
45	1.76	193.5	4	New Hartford	471744.5	4769514.3
46	56.85	712.4	4	New Hartford	472340.9	4769903.9
47	83.50	29.7	4	New Hartford	472370.5	4769907.3
48	83.58	15.7	4	New Hartford	472386.1	4769909.0
49	83.53	60.3	4	New Hartford	472446.1	4769915.8
50	83.57	15.4	4	New Hartford	472461.4	4769917.6
51	83.57	39.6	4	New Hartford	472500.8	4769922.0
52	-5.07	51.2	4	New Hartford	472496.3	4769973.0
53	-4.94	7.6	4	New Hartford	472495.6	4769980.6

September 2, 2008

Oneida County Empire Zone

54	-4.94	7.6	4	New Hartford	472495.0	4769988.2
55	-5.03	15.0	4	New Hartford	472493.6	4770003.1
56	-5.10	15.2	4	New Hartford	472492.3	4770018.3
57	-5.08	15.2	4	New Hartford	472490.9	4770033.4
58	-5.07	31.3	4	New Hartford	472488.2	4770064.6
59	84.00	5.9	4	New Hartford	472494.0	4770065.2
60	83.93	31.5	4	New Hartford	472525.3	4770068.5
61	84.01	31.9	4	New Hartford	472557.0	4770071.8
62	83.97	15.4	4	New Hartford	472572.3	4770073.5
63	83.96	31.3	4	New Hartford	472603.5	4770076.8
64	83.95	70.5	4	New Hartford	472673.6	4770084.2
65	83.96	31.3	4	New Hartford	472704.8	4770087.5
66	84.00	20.4	4	New Hartford	472725.0	4770089.6
67	83.94	26.6	4	New Hartford	472751.5	4770092.4
68	83.82	7.8	4	New Hartford	472759.3	4770093.3
69	84.18	4.8	4	New Hartford	472764.0	4770093.8
70	157.31	6.0	4	New Hartford	472766.3	4770088.3
71	98.02	45.7	4	New Hartford	472811.6	4770081.9
72	98.00	34.8	4	New Hartford	472846.0	4770077.1
73	7.98	41.2	4	New Hartford	472851.8	4770117.9
74	-40.04	45.0	4	New Hartford	472822.8	4770152.3
75	-26.37	94.0	4	New Hartford	472781.1	4770236.6
76	-7.05	13.2	4	New Hartford	472779.4	4770249.7
77	81.35	45.7	4	New Hartford	472824.7	4770256.6
78	-7.00	31.4	4	New Hartford	472820.8	4770287.7
79	-97.54	45.7	4	New Hartford	472775.5	4770281.7
80	-6.95	73.3	4	New Hartford	472766.6	4770354.5
81	83.79	81.3	4	New Hartford	472847.4	4770363.3
82	-7.45	123.0	4	New Hartford	472831.5	4770485.3
83	-96.62	36.4	4	New Hartford	472795.4	4770481.1
84	-7.63	26.2	4	New Hartford	472791.9	4770507.0
85	-96.10	43.6	4	New Hartford	472748.6	4770502.4
86	-6.98	82.0	4	New Hartford	472738.6	4770583.8
87	-6.80	95.6	4	New Hartford	472727.3	4770678.7

88	83.69	216.6	4	New Hartford	472942.6	4770702.5
89	-6.56	108.8	4	New Hartford	472930.2	4770810.7
90	38.33	215.6	4	New Hartford	473063.9	4770979.8
91	-6.60	82.7	4	New Hartford	473054.4	4771061.9
92	-145.14	84.8	4	New Hartford	473005.9	4770992.3
93	-141.39	216.9	4	New Hartford	472870.5	4770822.8
94	-96.22	54.8	4	New Hartford	472816.1	4770816.9
95	-7.47	131.5	4	New Hartford	472799.0	4770947.3
96	-8.06	166.0	4	New Hartford	472775.7	4771111.6
97	-10.37	88.8	4	New Hartford	472759.7	4771198.9
98	109.71	116.0	4	New Hartford	472869.0	4771159.8
99	101.65	127.5	4	New Hartford	472993.9	4771134.0
100	96.14	93.6	4	New Hartford	473087.0	4771124.0
101	96.14	16.1	4	New Hartford	473103.0	4771122.3
102	96.14	1.0	4	New Hartford	473104.0	4771122.2



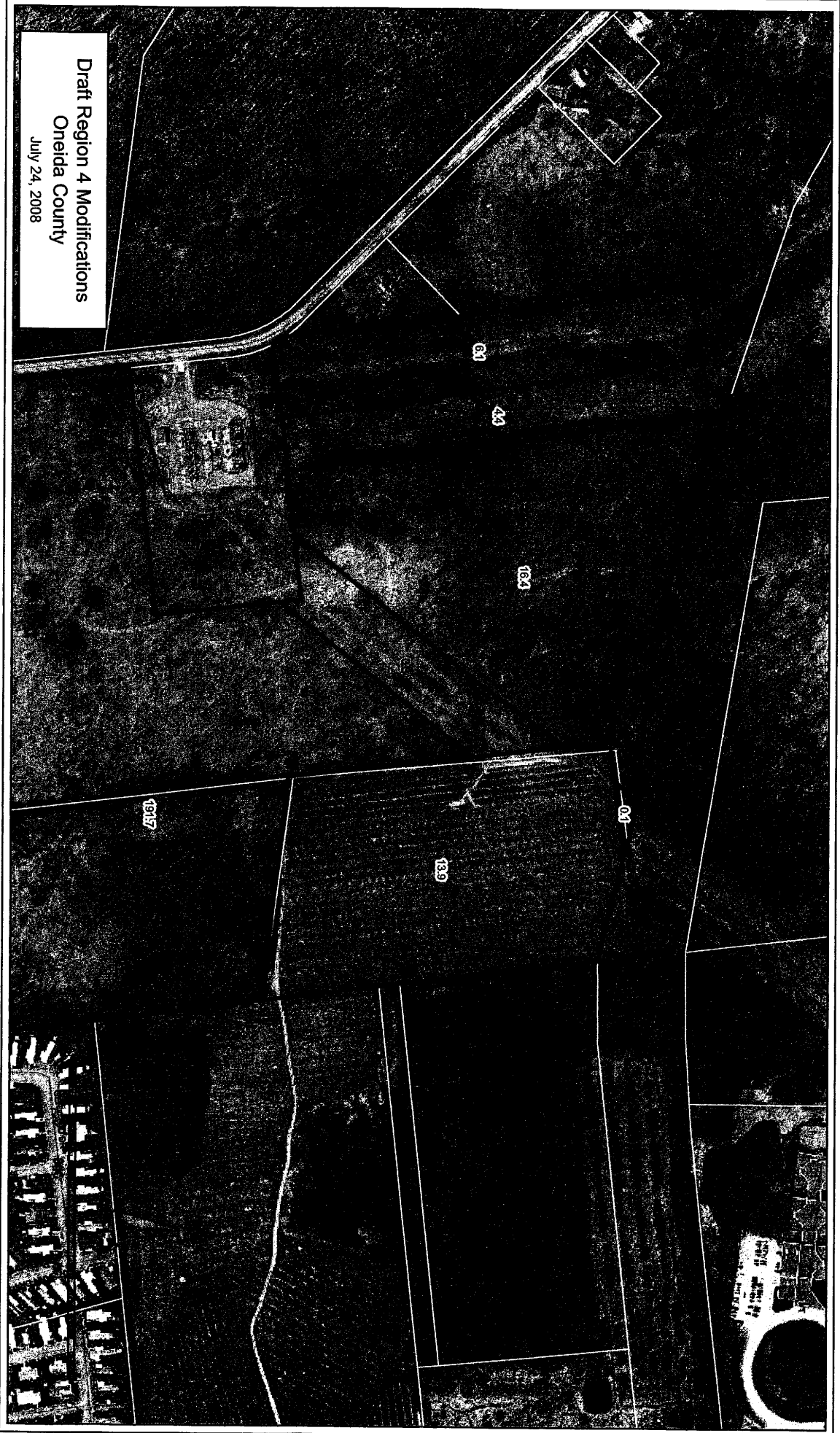
Technical Boundary Correction – Region Four (Special Metals / PAR)**CHANGE OF CIRCUMSTANCE**

When Oneida County redrew its Empire Zone boundaries in 2005, it designated 222.1 acres in the Town of New Hartford to comprise its “Region 4 – Special Metals/PAR”. 13.9 of these designated acres fall within utility easements that render them useless for commercial/industrial development.

The New Hartford Office Group, LLC, is proposing an expansion of the New Hartford Business Park to areas outside of the current Region 4. The developer’s proposal is consistent with the zone development plan (which describes such an expansion on page 26). The types of businesses likely to occupy the expanded portions of the park are “targeted businesses” as per the development plan. The park is fully serviced by appropriate infrastructure, including public water and sewer, electric, natural gas and fiber optic service. This area has easy access to Route 5 west to Syracuse and east to Utica, and is a short distance from the New York State Thruway Interchange 32.

The Oneida County Empire Zone is proposing to delete the 13.9 acres in Region 4 of existing designated land [power line easements – rights of way] that cannot be developed and to add 13.9 acres to the northeast corner of Region 4 to accommodate the expansion of the New Hartford Business Park.

Draft Region 4 Modifications
Oneida County
July 24, 2008





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

August 26, 2008

Randal Coburn
Empire Zone Program Director
Empire State Development
30 South Pearl Street
Albany, NY 12245

RE: Boundary Amendment Zone Maps

Dear Mr. Coburn:

I have reviewed the maps prepared in regard to the proposed Oneida County Boundary Amendment.

Based upon this review, I have determined that the maps accurately reflect the legal description made part of the local law and that the revised boundaries do not exceed the statutory size limit of 1,280 acres.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard A. Reichert". The signature is fluid and cursive.

Richard A. Reichert
Senior GIS Analyst

Schedule "A"
Oneida County Proposed Empire Zone Change
Coordinate Description
Update: August 22, 2008

The Oneida County Empire Zone is defined by coordinates using Universal Transverse Mercator Zone 18 (UTM ZN 18) coordinates in the horizontal North American Datum of 1983 (NAD 83). A coordinate is provided for each angle point (vertex) beginning with a point of origin and continuing around the feature until the original point is returned to, thereby closing the polygon. This method of description allows the boundaries of these features to be readily mapped and delineated.

POINTID	BEARING	DISTANCE	REGION NUMBER	REGION NAME	X	Y
0	-1000.00	0.0	3	Oneida County Business Park	468158.5	4778688.1
1	21.40	236.1	3	Oneida County Business Park	468244.6	4778908.0
2	21.41	349.5	3	Oneida County Business Park	468372.2	4779233.3
3	43.42	22.1	3	Oneida County Business Park	468387.3	4779249.3
4	43.37	177.7	3	Oneida County Business Park	468509.4	4779378.5
5	133.16	217.4	3	Oneida County Business Park	468668.0	4779229.7
6	137.68	122.7	3	Oneida County Business Park	468750.5	4779139.0
7	137.67	67.1	3	Oneida County Business Park	468795.7	4779089.4
8	133.38	71.3	3	Oneida County Business Park	468847.5	4779040.5
9	133.38	105.9	3	Oneida County Business Park	468924.5	4778967.7
10	132.20	29.8	3	Oneida County Business Park	468946.6	4778947.7
11	133.58	243.5	3	Oneida County Business Park	469123.1	4778779.8
12	133.58	195.0	3	Oneida County Business Park	469264.3	4778645.3
13	136.02	51.4	3	Oneida County Business Park	469300.0	4778608.3
14	143.54	30.7	3	Oneida County Business Park	469318.3	4778583.7
15	151.82	107.4	3	Oneida County Business Park	469369.0	4778489.0
16	151.78	40.3	3	Oneida County Business Park	469388.0	4778453.4
17	-132.95	244.7	3	Oneida County Business Park	469208.9	4778286.7
18	-132.94	135.8	3	Oneida County Business Park	469109.5	4778194.1

19	137.45	272.6	3	Oneida County Business Park	469293.8	4777993.4
20	47.50	271.7	3	Oneida County Business Park	469494.2	4778176.9
21	114.65	29.3	3	Oneida County Business Park	469520.8	4778164.7
22	160.46	52.7	3	Oneida County Business Park	469538.4	4778115.1
23	46.04	99.9	3	Oneida County Business Park	469610.3	4778184.4
24	-33.75	41.5	3	Oneida County Business Park	469587.3	4778218.9
25	25.98	161.6	3	Oneida County Business Park	469658.1	4778364.2
26	126.50	187.8	3	Oneida County Business Park	469809.0	4778252.5
27	-142.94	53.2	3	Oneida County Business Park	469776.9	4778210.0
28	125.98	99.0	3	Oneida County Business Park	469857.0	4778151.9
29	125.99	38.4	3	Oneida County Business Park	469888.1	4778129.3
30	125.97	244.1	3	Oneida County Business Park	470085.6	4777986.0
31	35.35	72.6	3	Oneida County Business Park	470127.6	4778045.2
32	89.33	100.8	3	Oneida County Business Park	470228.4	4778046.4
33	81.03	57.1	3	Oneida County Business Park	470284.8	4778055.3
34	105.95	57.6	3	Oneida County Business Park	470340.2	4778039.4
35	102.88	71.0	3	Oneida County Business Park	470409.4	4778023.6
36	90.00	99.9	3	Oneida County Business Park	470509.2	4778023.6
37	95.71	59.6	3	Oneida County Business Park	470568.6	4778017.7
38	121.04	42.0	3	Oneida County Business Park	470604.6	4777996.0
39	-144.97	120.3	3	Oneida County Business Park	470535.5	4777897.5
40	-144.14	155.5	3	Oneida County Business Park	470444.4	4777771.4
41	-144.14	325.3	3	Oneida County Business Park	470253.9	4777507.8
42	-54.73	370.0	3	Oneida County Business Park	469951.7	4777721.4
43	-54.73	46.1	3	Oneida County Business Park	469914.1	4777748.0
44	-54.74	186.3	3	Oneida County Business Park	469762.0	4777855.6
45	-132.32	34.9	3	Oneida County Business Park	469736.2	4777832.1
46	-132.90	257.3	3	Oneida County Business Park	469547.7	4777657.0
47	125.16	432.1	3	Oneida County Business Park	469901.0	4777408.1
48	134.45	15.6	3	Oneida County Business Park	469912.2	4777397.2
49	-110.12	60.8	3	Oneida County Business Park	469855.1	4777376.3

50	-102.99	148.0	3	Oneida County Business Park	469710.9	4777343.0
51	-103.57	174.2	3	Oneida County Business Park	469541.6	4777302.1
52	-102.50	110.6	3	Oneida County Business Park	469433.6	4777278.2
53	-102.66	70.4	3	Oneida County Business Park	469364.9	4777262.8
54	-13.80	83.8	3	Oneida County Business Park	469344.9	4777344.2
55	-22.10	56.8	3	Oneida County Business Park	469323.6	4777396.7
56	-37.15	39.6	3	Oneida County Business Park	469299.7	4777428.3
57	-41.42	28.9	3	Oneida County Business Park	469280.5	4777450.0
58	-131.95	177.8	3	Oneida County Business Park	469148.3	4777331.1
59	-43.81	216.4	3	Oneida County Business Park	468998.5	4777487.2
60	-41.11	152.7	3	Oneida County Business Park	468898.1	4777602.3
61	-131.42	144.0	3	Oneida County Business Park	468790.2	4777507.1
62	-40.99	174.1	3	Oneida County Business Park	468675.9	4777638.5
63	-40.17	79.3	3	Oneida County Business Park	468624.8	4777699.1
64	43.65	180.7	3	Oneida County Business Park	468749.5	4777829.9
65	46.49	145.3	3	Oneida County Business Park	468854.8	4777929.9
66	-40.06	41.9	3	Oneida County Business Park	468827.9	4777961.9
67	-42.70	77.4	3	Oneida County Business Park	468775.4	4778018.8
68	-42.71	48.6	3	Oneida County Business Park	468742.4	4778054.5
69	-43.67	31.0	3	Oneida County Business Park	468721.0	4778077.0
70	-42.71	83.0	3	Oneida County Business Park	468664.7	4778138.0
71	47.02	271.9	3	Oneida County Business Park	468863.6	4778323.4
72	47.47	31.2	3	Oneida County Business Park	468886.6	4778344.5
73	-42.74	250.8	3	Oneida County Business Park	468716.4	4778528.7
74	-132.72	303.0	3	Oneida County Business Park	468493.8	4778323.1
75	-42.71	152.5	3	Oneida County Business Park	468390.4	4778435.2
76	-42.34	30.4	3	Oneida County Business Park	468369.9	4778457.6
77	-42.53	190.9	3	Oneida County Business Park	468240.8	4778598.3
78	-42.54	121.8	3	Oneida County Business Park	468158.5	4778688.1
0	-1000.00	0.0	4	New Hartford	473104.0	4771122.2
1	-151.11	19.7	4	New Hartford	473094.5	4771104.9

2	82.83	55.8	4	New Hartford	473149.8	4771111.9
3	103.74	93.9	4	New Hartford	473241.0	4771089.6
4	173.12	173.2	4	New Hartford	473261.8	4770917.6
5	173.07	18.3	4	New Hartford	473264.0	4770899.4
6	172.62	103.0	4	New Hartford	473277.2	4770797.3
7	172.62	146.7	4	New Hartford	473296.1	4770651.8
8	172.84	158.6	4	New Hartford	473315.8	4770494.4
9	-95.18	89.4	4	New Hartford	473226.8	4770486.4
10	173.73	127.3	4	New Hartford	473240.7	4770359.8
11	-99.63	42.8	4	New Hartford	473198.5	4770352.6
12	-172.86	59.1	4	New Hartford	473191.1	4770294.0
13	172.85	62.0	4	New Hartford	473198.9	4770232.5
14	-170.21	46.8	4	New Hartford	473190.9	4770186.4
15	173.01	80.0	4	New Hartford	473200.6	4770107.0
16	-82.96	98.3	4	New Hartford	473103.1	4770119.0
17	-82.94	71.0	4	New Hartford	473032.6	4770127.7
18	-83.06	8.6	4	New Hartford	473024.1	4770128.8
19	-83.10	25.5	4	New Hartford	472998.7	4770131.8
20	-83.35	87.7	4	New Hartford	472911.6	4770142.0
21	-175.99	30.5	4	New Hartford	472909.5	4770111.5
22	174.05	277.1	4	New Hartford	472938.2	4769836.0
23	-119.81	301.9	4	New Hartford	472676.3	4769685.9
24	-116.51	159.5	4	New Hartford	472533.6	4769614.7
25	-116.50	169.4	4	New Hartford	472382.0	4769539.2
26	-6.43	41.1	4	New Hartford	472377.4	4769580.0
27	-97.81	33.0	4	New Hartford	472344.7	4769575.5
28	172.32	56.8	4	New Hartford	472352.3	4769519.3
29	-114.99	7.9	4	New Hartford	472345.1	4769515.9
30	-117.90	64.6	4	New Hartford	472288.0	4769485.7
31	-129.00	17.3	4	New Hartford	472274.6	4769474.8
32	-134.19	17.3	4	New Hartford	472262.2	4769462.8

33	-139.11	17.3	4	New Hartford	472250.9	4769449.8
34	-144.07	17.3	4	New Hartford	472240.8	4769435.8
35	-147.92	10.4	4	New Hartford	472235.3	4769427.0
36	-159.73	36.5	4	New Hartford	472222.7	4769392.8
37	-163.21	28.8	4	New Hartford	472214.3	4769365.2
38	-159.13	17.3	4	New Hartford	472208.2	4769349.0
39	-155.16	28.8	4	New Hartford	472196.0	4769322.8
40	-155.09	55.2	4	New Hartford	472172.8	4769272.7
41	-162.82	64.8	4	New Hartford	472153.6	4769210.8
42	-80.78	275.5	4	New Hartford	471881.7	4769254.9
43	-80.78	155.2	4	New Hartford	471728.5	4769279.8
44	13.74	42.4	4	New Hartford	471738.6	4769321.0
45	1.76	193.5	4	New Hartford	471744.5	4769514.3
46	56.85	712.4	4	New Hartford	472340.9	4769903.9
47	83.50	29.7	4	New Hartford	472370.5	4769907.3
48	83.58	15.7	4	New Hartford	472386.1	4769909.0
49	83.53	60.3	4	New Hartford	472446.1	4769915.8
50	83.57	15.4	4	New Hartford	472461.4	4769917.6
51	83.57	39.6	4	New Hartford	472500.8	4769922.0
52	-5.07	51.2	4	New Hartford	472496.3	4769973.0
53	-4.94	7.6	4	New Hartford	472495.6	4769980.6
54	-4.94	7.6	4	New Hartford	472495.0	4769988.2
55	-5.03	15.0	4	New Hartford	472493.6	4770003.1
56	-5.10	15.2	4	New Hartford	472492.3	4770018.3
57	-5.08	15.2	4	New Hartford	472490.9	4770033.4
58	-5.07	31.3	4	New Hartford	472488.2	4770064.6
59	84.00	5.9	4	New Hartford	472494.0	4770065.2
60	83.93	31.5	4	New Hartford	472525.3	4770068.5
61	84.01	31.9	4	New Hartford	472557.0	4770071.8
62	83.97	15.4	4	New Hartford	472572.3	4770073.5
63	83.96	31.3	4	New Hartford	472603.5	4770076.8

64	83.95	70.5	4	New Hartford	472673.6	4770084.2
65	83.96	31.3	4	New Hartford	472704.8	4770087.5
66	84.00	20.4	4	New Hartford	472725.0	4770089.6
67	83.94	26.6	4	New Hartford	472751.5	4770092.4
68	83.82	7.8	4	New Hartford	472759.3	4770093.3
69	84.18	4.8	4	New Hartford	472764.0	4770093.8
70	157.31	6.0	4	New Hartford	472766.3	4770088.3
71	98.02	45.7	4	New Hartford	472811.6	4770081.9
72	98.00	34.8	4	New Hartford	472846.0	4770077.1
73	7.98	41.2	4	New Hartford	472851.8	4770117.9
74	-40.04	45.0	4	New Hartford	472822.8	4770152.3
75	-26.37	94.0	4	New Hartford	472781.1	4770236.6
76	-7.05	13.2	4	New Hartford	472779.4	4770249.7
77	81.35	45.7	4	New Hartford	472824.7	4770256.6
78	-7.00	31.4	4	New Hartford	472820.8	4770287.7
79	-97.54	45.7	4	New Hartford	472775.5	4770281.7
80	-6.95	73.3	4	New Hartford	472766.6	4770354.5
81	83.79	81.3	4	New Hartford	472847.4	4770363.3
82	-7.45	123.0	4	New Hartford	472831.5	4770485.3
83	-96.62	36.4	4	New Hartford	472795.4	4770481.1
84	-7.63	26.2	4	New Hartford	472791.9	4770507.0
85	-96.10	43.6	4	New Hartford	472748.6	4770502.4
86	-6.98	82.0	4	New Hartford	472738.6	4770583.8
87	-6.80	95.6	4	New Hartford	472727.3	4770678.7
88	83.69	216.6	4	New Hartford	472942.6	4770702.5
89	-6.56	108.8	4	New Hartford	472930.2	4770810.7
90	38.33	215.6	4	New Hartford	473063.9	4770979.8
91	-6.60	82.7	4	New Hartford	473054.4	4771061.9
92	-145.14	84.8	4	New Hartford	473005.9	4770992.3
93	-141.39	216.9	4	New Hartford	472870.5	4770822.8
94	-96.22	54.8	4	New Hartford	472816.1	4770816.9

95	-7.47	131.5	4	New Hartford	472799.0	4770947.3
96	-8.06	166.0	4	New Hartford	472775.7	4771111.6
97	-10.37	88.8	4	New Hartford	472759.7	4771198.9
98	109.71	116.0	4	New Hartford	472869.0	4771159.8
99	101.65	127.5	4	New Hartford	472993.9	4771134.0
100	96.14	93.6	4	New Hartford	473087.0	4771124.0
101	96.14	16.1	4	New Hartford	473103.0	4771122.3
102	96.14	1.0	4	New Hartford	473104.0	4771122.2
0	-1000.00	0.0	1	Judd Road	471597.2	4772769.0
1	5.54	11.3	1	Judd Road	471598.3	4772780.2
2	35.64	327.3	1	Judd Road	471789.0	4773046.3
3	-39.76	103.9	1	Judd Road	471722.6	4773126.1
4	-144.74	62.2	1	Judd Road	471686.6	4773075.3
5	-143.36	93.5	1	Judd Road	471630.8	4773000.3
6	-150.62	108.0	1	Judd Road	471577.9	4772906.2
7	-148.77	111.2	1	Judd Road	471520.2	4772811.1
8	-53.37	42.0	1	Judd Road	471486.5	4772836.2
9	-53.38	17.7	1	Judd Road	471472.3	4772846.7
10	-53.38	215.7	1	Judd Road	471299.2	4772975.4
11	34.69	234.2	1	Judd Road	471432.5	4773167.9
12	-23.01	73.1	1	Judd Road	471404.0	4773235.3
13	36.01	58.1	1	Judd Road	471438.1	4773282.2
14	84.32	56.3	1	Judd Road	471494.1	4773287.8
15	34.69	76.0	1	Judd Road	471537.3	4773350.2
16	37.73	15.3	1	Judd Road	471546.7	4773362.4
17	-42.10	44.2	1	Judd Road	471517.1	4773395.2
18	-42.99	37.1	1	Judd Road	471491.7	4773422.3
19	-47.49	38.4	1	Judd Road	471463.4	4773448.3
20	-52.71	27.8	1	Judd Road	471441.2	4773465.2
21	-57.12	25.2	1	Judd Road	471420.1	4773478.9
22	-61.14	28.9	1	Judd Road	471394.7	4773492.8

23	-69.22	37.7	1	Judd Road	471359.4	4773506.2
24	34.88	153.1	1	Judd Road	471447.0	4773631.8
25	34.87	368.8	1	Judd Road	471657.8	4773934.4
26	34.88	314.5	1	Judd Road	471837.7	4774192.4
27	125.37	153.2	1	Judd Road	471962.6	4774103.7
28	125.37	176.7	1	Judd Road	472106.6	4774001.4
29	170.13	147.3	1	Judd Road	472131.9	4773856.3
30	172.14	17.4	1	Judd Road	472134.3	4773839.1
31	175.59	24.7	1	Judd Road	472136.2	4773814.5
32	-179.73	37.4	1	Judd Road	472136.0	4773777.0
33	-174.02	26.8	1	Judd Road	472133.2	4773750.4
34	119.25	36.6	1	Judd Road	472165.2	4773732.5
35	125.80	699.2	1	Judd Road	472732.3	4773323.6
36	-145.23	78.1	1	Judd Road	472687.8	4773259.4
37	125.91	13.5	1	Judd Road	472698.7	4773251.4
38	124.56	120.2	1	Judd Road	472797.7	4773183.3
39	125.10	191.3	1	Judd Road	472954.2	4773073.3
40	-144.84	648.7	1	Judd Road	472580.6	4772542.9
41	-114.07	36.0	1	Judd Road	472547.8	4772528.2
42	-95.85	182.7	1	Judd Road	472366.0	4772509.6
43	-90.24	201.7	1	Judd Road	472164.2	4772508.8
44	35.43	85.0	1	Judd Road	472213.5	4772578.0
45	-57.38	254.5	1	Judd Road	471999.1	4772715.2
46	-144.76	132.5	1	Judd Road	471922.7	4772607.0
47	-55.55	52.3	1	Judd Road	471879.5	4772636.6
48	-147.15	19.5	1	Judd Road	471868.9	4772620.2
49	-61.29	309.8	1	Judd Road	471597.2	4772769.0
0	-1000.00	0.0	5	New York Mills	476302.6	4773313.5
1	-56.90	103.3	5	New York Mills	476216.0	4773370.0
2	44.04	88.4	5	New York Mills	476277.5	4773433.5
3	62.91	19.4	5	New York Mills	476294.8	4773442.4

4	152.54	70.1	5	New York Mills	476327.1	4773380.2
5	137.20	31.9	5	New York Mills	476348.8	4773356.8
6	46.83	14.5	5	New York Mills	476359.4	4773366.8
7	-19.40	97.6	5	New York Mills	476326.9	4773458.8
8	62.78	49.4	5	New York Mills	476370.8	4773481.4
9	69.37	28.0	5	New York Mills	476397.1	4773491.3
10	69.39	17.8	5	New York Mills	476413.7	4773497.6
11	69.33	8.1	5	New York Mills	476421.3	4773500.4
12	69.40	44.8	5	New York Mills	476463.3	4773516.2
13	159.14	61.7	5	New York Mills	476485.3	4773458.6
14	69.36	46.0	5	New York Mills	476528.3	4773474.8
15	69.38	19.7	5	New York Mills	476546.7	4773481.7
16	35.71	30.4	5	New York Mills	476564.4	4773506.4
17	36.28	17.7	5	New York Mills	476574.9	4773520.6
18	39.24	0.7	5	New York Mills	476575.3	4773521.2
19	163.50	8.1	5	New York Mills	476577.6	4773513.4
20	-146.46	16.7	5	New York Mills	476568.4	4773499.5
21	125.65	65.9	5	New York Mills	476621.9	4773461.1
22	35.07	30.0	5	New York Mills	476639.2	4773485.6
23	-21.05	9.7	5	New York Mills	476635.7	4773494.7
24	75.40	54.2	5	New York Mills	476688.2	4773508.4
25	70.93	29.3	5	New York Mills	476715.9	4773517.9
26	-3.42	23.8	5	New York Mills	476714.4	4773541.7
27	88.92	23.2	5	New York Mills	476737.6	4773542.1
28	91.95	7.5	5	New York Mills	476745.1	4773541.8
29	95.50	7.4	5	New York Mills	476752.5	4773541.1
30	46.74	63.6	5	New York Mills	476798.8	4773584.7
31	92.97	85.5	5	New York Mills	476884.2	4773580.3
32	-155.51	14.9	5	New York Mills	476878.0	4773566.8
33	-155.57	25.5	5	New York Mills	476867.5	4773543.6
34	-164.00	45.1	5	New York Mills	476855.0	4773500.2

35	-156.88	25.9	5	New York Mills	476844.9	4773476.4
36	-156.74	6.5	5	New York Mills	476842.3	4773470.5
37	124.26	9.5	5	New York Mills	476850.2	4773465.1
38	-157.31	31.5	5	New York Mills	476838.0	4773436.0
39	-55.91	12.4	5	New York Mills	476827.7	4773443.0
40	-137.92	15.4	5	New York Mills	476817.3	4773431.5
41	-137.76	15.7	5	New York Mills	476806.8	4773419.9
42	-137.90	13.2	5	New York Mills	476798.0	4773410.2
43	-137.79	17.5	5	New York Mills	476786.2	4773397.2
44	-137.78	12.8	5	New York Mills	476777.6	4773387.7
45	-55.37	4.3	5	New York Mills	476774.0	4773390.2
46	-131.89	21.3	5	New York Mills	476758.1	4773375.9
47	-144.88	15.9	5	New York Mills	476749.0	4773362.9
48	-157.86	7.1	5	New York Mills	476746.3	4773356.4
49	-147.44	10.1	5	New York Mills	476740.9	4773347.8
50	-147.51	48.8	5	New York Mills	476714.7	4773306.6
51	-57.26	11.9	5	New York Mills	476704.6	4773313.1
52	-145.02	25.6	5	New York Mills	476690.0	4773292.1
53	-57.81	10.3	5	New York Mills	476681.2	4773297.6
54	-146.17	18.7	5	New York Mills	476670.8	4773282.1
55	123.01	11.3	5	New York Mills	476680.3	4773275.9
56	-144.32	38.5	5	New York Mills	476657.9	4773244.7
57	-144.27	59.8	5	New York Mills	476622.9	4773196.1
58	-56.45	145.0	5	New York Mills	476502.1	4773276.3
59	-56.91	1.1	5	New York Mills	476501.2	4773276.9
60	-146.67	17.2	5	New York Mills	476491.8	4773262.5
61	123.40	19.9	5	New York Mills	476508.4	4773251.5
62	-117.72	70.2	5	New York Mills	476446.2	4773218.9
63	-117.82	5.4	5	New York Mills	476441.4	4773216.4
64	-85.05	21.5	5	New York Mills	476420.0	4773218.2
65	-124.72	9.4	5	New York Mills	476412.3	4773212.8

66	-129.32	25.6	5	New York Mills	476392.5	4773196.6
67	-147.71	11.0	5	New York Mills	476386.7	4773187.4
68	-56.70	57.4	5	New York Mills	476338.7	4773218.9
69	44.74	61.0	5	New York Mills	476381.6	4773262.2
70	-56.95	35.5	5	New York Mills	476351.8	4773281.5
71	-57.00	12.6	5	New York Mills	476341.3	4773288.4
72	-56.91	12.2	5	New York Mills	476331.0	4773295.1
73	-56.95	11.9	5	New York Mills	476321.0	4773301.6
74	-56.99	18.6	5	New York Mills	476305.4	4773311.7
75	-57.18	3.4	5	New York Mills	476302.6	4773313.5
0	-1000.00	0.0	6	Sherrill	450835.9	4769917.3
1	87.27	139.2	6	Sherrill	450974.9	4769923.9
2	-5.38	24.1	6	Sherrill	450972.7	4769947.9
3	86.36	62.3	6	Sherrill	451034.9	4769951.8
4	85.51	80.8	6	Sherrill	451115.4	4769958.1
5	108.15	29.7	6	Sherrill	451143.7	4769948.9
6	101.14	28.8	6	Sherrill	451171.9	4769943.3
7	96.29	14.3	6	Sherrill	451186.1	4769941.8
8	86.02	16.4	6	Sherrill	451202.4	4769942.9
9	73.55	29.7	6	Sherrill	451230.9	4769951.3
10	75.54	16.2	6	Sherrill	451246.6	4769955.4
11	82.11	19.2	6	Sherrill	451265.6	4769958.0
12	80.09	160.9	6	Sherrill	451424.1	4769985.7
13	105.71	102.3	6	Sherrill	451522.6	4769958.0
14	-145.22	67.4	6	Sherrill	451484.1	4769902.6
15	-114.06	94.4	6	Sherrill	451398.0	4769864.1
16	-113.88	37.2	6	Sherrill	451363.9	4769849.1
17	-140.12	28.5	6	Sherrill	451345.6	4769827.2
18	176.35	72.5	6	Sherrill	451350.3	4769754.9
19	-168.69	23.5	6	Sherrill	451345.6	4769731.8
20	174.09	89.7	6	Sherrill	451354.9	4769642.6

21	178.09	46.2	6	Sherrill	451356.4	4769596.4
22	126.74	54.9	6	Sherrill	451400.4	4769563.5
23	178.05	31.0	6	Sherrill	451401.5	4769532.6
24	-91.85	6.7	6	Sherrill	451394.8	4769532.4
25	-2.80	24.7	6	Sherrill	451393.6	4769557.1
26	-92.80	24.2	6	Sherrill	451369.4	4769555.9
27	178.30	24.3	6	Sherrill	451370.1	4769531.6
28	-91.89	26.4	6	Sherrill	451343.7	4769530.7
29	-134.84	37.0	6	Sherrill	451317.5	4769504.7
30	-177.29	9.4	6	Sherrill	451317.1	4769495.3
31	-177.42	46.6	6	Sherrill	451315.0	4769448.7
32	-177.38	24.1	6	Sherrill	451313.9	4769424.6
33	97.39	44.0	6	Sherrill	451357.5	4769419.0
34	97.42	79.3	6	Sherrill	451436.1	4769408.7
35	97.42	39.0	6	Sherrill	451474.8	4769403.7
36	98.03	17.6	6	Sherrill	451492.2	4769401.2
37	-175.87	29.0	6	Sherrill	451490.2	4769372.3
38	-176.28	37.2	6	Sherrill	451487.7	4769335.2
39	-175.08	21.6	6	Sherrill	451485.9	4769313.6
40	-93.62	19.1	6	Sherrill	451466.9	4769312.4
41	-174.90	10.9	6	Sherrill	451465.9	4769301.6
42	-93.69	34.4	6	Sherrill	451431.6	4769299.4
43	2.21	15.4	6	Sherrill	451432.2	4769314.8
44	-92.96	125.2	6	Sherrill	451307.1	4769308.3
45	3.33	90.3	6	Sherrill	451312.4	4769398.5
46	-61.69	23.6	6	Sherrill	451291.6	4769409.6
47	2.27	27.6	6	Sherrill	451292.7	4769437.2
48	2.15	28.6	6	Sherrill	451293.8	4769465.8
49	-82.37	60.4	6	Sherrill	451233.9	4769473.8
50	-82.37	58.7	6	Sherrill	451175.7	4769481.6
51	5.88	18.7	6	Sherrill	451177.6	4769500.2

52	-82.12	215.3	6	Sherrill	450964.4	4769529.7
53	-83.43	103.8	6	Sherrill	450861.2	4769541.6
54	-83.41	244.1	6	Sherrill	450618.7	4769569.6
55	4.25	7.6	6	Sherrill	450619.3	4769577.1
56	-82.49	13.3	6	Sherrill	450606.1	4769578.9
57	-93.05	6.9	6	Sherrill	450599.3	4769578.5
58	-92.94	9.2	6	Sherrill	450590.0	4769578.0
59	-83.25	42.8	6	Sherrill	450547.5	4769583.1
60	2.44	22.4	6	Sherrill	450548.5	4769605.5
61	-79.23	68.6	6	Sherrill	450481.1	4769618.3
62	-73.91	42.8	6	Sherrill	450440.0	4769630.2
63	-74.20	28.8	6	Sherrill	450412.3	4769638.0
64	-71.12	18.4	6	Sherrill	450394.8	4769644.0
65	-74.88	19.3	6	Sherrill	450376.2	4769649.0
66	-81.88	28.6	6	Sherrill	450347.9	4769653.0
67	-88.17	20.3	6	Sherrill	450327.6	4769653.7
68	-95.63	62.9	6	Sherrill	450264.9	4769647.5
69	-3.46	206.0	6	Sherrill	450252.5	4769853.1
70	86.89	342.1	6	Sherrill	450594.1	4769871.7
71	88.73	85.6	6	Sherrill	450679.7	4769873.6
72	109.26	143.2	6	Sherrill	450814.9	4769826.4
73	13.00	93.3	6	Sherrill	450835.9	4769917.3
0	-1000.00	0.0	7	Boonville	473220.6	4814077.9
1	32.50	11.7	7	Boonville	473226.9	4814087.8
2	32.84	9.0	7	Boonville	473231.8	4814095.4
3	32.62	23.2	7	Boonville	473244.3	4814114.9
4	32.72	14.7	7	Boonville	473252.2	4814127.3
5	32.57	15.3	7	Boonville	473260.5	4814140.2
6	32.70	15.7	7	Boonville	473269.0	4814153.4
7	32.53	8.6	7	Boonville	473273.6	4814160.7
8	119.08	18.5	7	Boonville	473289.8	4814151.7

9	119.07	20.1	7	Boonville	473307.3	4814141.9
10	30.62	53.3	7	Boonville	473334.4	4814187.8
11	28.45	14.9	7	Boonville	473341.6	4814200.9
12	-60.26	38.1	7	Boonville	473308.5	4814219.8
13	-60.29	50.4	7	Boonville	473264.7	4814244.8
14	32.39	34.2	7	Boonville	473283.0	4814273.7
15	119.25	49.1	7	Boonville	473325.8	4814249.8
16	119.24	19.7	7	Boonville	473343.0	4814240.1
17	29.65	19.1	7	Boonville	473352.5	4814256.8
18	119.20	40.4	7	Boonville	473387.8	4814237.0
19	-147.97	54.3	7	Boonville	473359.0	4814191.0
20	116.01	13.0	7	Boonville	473370.7	4814185.3
21	119.39	16.3	7	Boonville	473384.9	4814177.3
22	-165.68	15.8	7	Boonville	473381.0	4814162.0
23	-151.06	53.3	7	Boonville	473355.2	4814115.3
24	119.07	20.6	7	Boonville	473373.2	4814105.3
25	119.14	20.3	7	Boonville	473390.9	4814095.4
26	119.09	19.7	7	Boonville	473408.1	4814085.8
27	119.02	18.5	7	Boonville	473424.4	4814076.8
28	119.08	8.2	7	Boonville	473431.5	4814072.8
29	119.14	9.9	7	Boonville	473440.1	4814068.0
30	-150.28	14.6	7	Boonville	473432.9	4814055.3
31	118.34	27.1	7	Boonville	473456.8	4814042.5
32	118.27	41.3	7	Boonville	473493.1	4814022.9
33	-147.36	15.3	7	Boonville	473484.9	4814010.0
34	118.35	7.0	7	Boonville	473491.0	4814006.7
35	-147.84	40.5	7	Boonville	473469.4	4813972.4
36	121.48	61.6	7	Boonville	473522.0	4813940.3
37	-147.35	20.2	7	Boonville	473511.1	4813923.3
38	-93.59	19.1	7	Boonville	473492.0	4813922.1
39	-93.58	149.1	7	Boonville	473343.2	4813912.8

40	-145.59	40.6	7	Boonville	473320.3	4813879.3
41	-49.40	44.5	7	Boonville	473286.5	4813908.3
42	-52.94	18.9	7	Boonville	473271.4	4813919.6
43	-50.86	18.9	7	Boonville	473256.8	4813931.6
44	-48.43	28.3	7	Boonville	473235.6	4813950.4
45	-45.86	20.5	7	Boonville	473220.8	4813964.7
46	49.33	23.8	7	Boonville	473238.9	4813980.2
47	-41.73	70.8	7	Boonville	473191.8	4814033.0
48	32.65	38.1	7	Boonville	473212.4	4814065.1
49	32.72	15.3	7	Boonville	473220.6	4814077.9
0	-1000.00	0.0	2	Griffiss Distribution Center	468248.7	4784051.5
1	-46.21	474.2	2	Griffiss Distribution Center	467906.4	4784379.6
2	44.52	744.1	2	Griffiss Distribution Center	468428.1	4784910.1
3	133.46	469.0	2	Griffiss Distribution Center	468768.5	4784587.4
4	-135.87	746.7	2	Griffiss Distribution Center	468248.7	4784051.5

Regionally Significant Properties

Sherrill

PTID	BEARING	DISTANCE	X	Y
0	-1000.00	0.0	450998.8	4767340.5
1	-160.30	91.4	450968.0	4767254.4
2	179.39	231.9	450970.5	4767022.6
3	-86.77	87.7	450882.9	4767027.5
4	-92.16	8.8	450874.2	4767027.2
5	176.31	30.7	450876.1	4766996.6
6	-102.96	6.2	450870.1	4766995.2
7	-94.65	39.7	450830.6	4766992.0
8	-34.63	1.5	450829.7	4766993.2
9	-81.21	3.7	450826.1	4766993.8

10	-111.25	4.6	450821.8	4766992.1
11	-115.48	3.8	450818.3	4766990.5
12	-122.45	3.8	450815.1	4766988.4
13	-109.73	4.9	450810.5	4766986.8
14	-104.07	3.8	450806.8	4766985.8
15	-96.89	3.8	450803.0	4766985.4
16	-95.16	4.9	450798.1	4766984.9
17	-88.92	3.8	450794.3	4766985.0
18	-87.76	3.8	450790.6	4766985.2
19	-91.21	3.8	450786.8	4766985.1
20	-63.10	3.9	450783.2	4766986.9
21	-67.47	4.6	450779.0	4766988.6
22	-89.51	3.7	450775.3	4766988.7
23	-95.12	3.5	450771.8	4766988.3
24	-91.38	3.5	450768.3	4766988.3
25	-72.33	3.7	450764.7	4766989.4
26	-74.75	3.9	450761.0	4766990.4
27	-92.20	4.7	450756.3	4766990.2
28	-91.16	3.9	450752.4	4766990.1
29	-79.01	4.0	450748.5	4766990.9
30	-48.92	4.3	450745.2	4766993.8
31	-53.88	3.6	450742.4	4766995.9
32	-61.90	4.3	450738.6	4766997.9
33	-47.73	4.0	450735.6	4767000.6
34	-65.35	3.9	450732.0	4767002.2
35	-49.88	3.6	450729.3	4767004.6
36	-34.98	4.3	450726.8	4767008.1
37	-45.58	3.7	450724.1	4767010.7
38	-31.52	3.9	450722.1	4767014.0
39	-27.92	3.6	450720.4	4767017.2
40	-37.58	3.9	450718.0	4767020.3

41	-45.51	3.9	450715.2	4767023.0
42	-19.48	3.9	450713.9	4767026.7
43	-30.08	3.8	450712.0	4767030.0
44	-29.28	4.4	450709.9	4767033.8
45	-31.52	3.9	450707.9	4767037.2
46	-45.51	3.9	450705.1	4767039.9
47	-39.64	4.0	450702.6	4767042.9
48	-37.31	3.7	450700.3	4767045.9
49	-9.41	1.0	450700.1	4767046.9
50	94.61	3.1	450703.2	4767046.7
51	100.85	4.7	450707.8	4767045.8
52	104.32	4.7	450712.3	4767044.7
53	94.06	3.7	450716.0	4767044.4
54	98.71	4.3	450720.2	4767043.7
55	90.48	3.7	450723.9	4767043.7
56	84.80	3.8	450727.7	4767044.1
57	85.47	4.3	450732.0	4767044.4
58	83.08	4.7	450736.6	4767045.0
59	80.46	3.7	450740.3	4767045.6
60	72.65	4.0	450744.1	4767046.8
61	81.04	3.7	450747.7	4767047.3
62	90.52	3.9	450751.7	4767047.3
63	92.24	3.8	450755.4	4767047.2
64	95.28	4.2	450759.6	4767046.8
65	92.93	3.5	450763.1	4767046.6
66	95.84	3.7	450766.8	4767046.2
67	103.89	4.3	450770.9	4767045.2
68	95.28	4.2	450775.1	4767044.8
69	90.50	7.5	450782.6	4767044.7
70	87.23	4.5	450787.2	4767045.0
71	82.62	4.7	450791.8	4767045.6

72	79.17	4.2	450795.9	4767046.4
73	86.32	3.7	450799.6	4767046.6
74	74.22	3.9	450803.4	4767047.7
75	78.84	4.1	450807.5	4767048.5
76	74.69	4.0	450811.4	4767049.5
77	71.54	3.8	450814.9	4767050.7
78	54.70	3.6	450817.9	4767052.8
79	73.76	3.7	450821.4	4767053.8
80	68.88	4.0	450825.2	4767055.3
81	65.54	3.8	450828.6	4767056.9
82	66.54	3.9	450832.2	4767058.4
83	54.32	3.9	450835.4	4767060.7
84	41.91	4.1	450838.1	4767063.7
85	30.88	4.8	450840.6	4767067.9
86	24.87	3.9	450842.2	4767071.4
87	61.01	4.2	450845.9	4767073.4
88	65.54	3.8	450849.3	4767075.0
89	13.42	3.7	450850.2	4767078.6
90	24.65	3.9	450851.8	4767082.2
91	-1.38	3.5	450851.7	4767085.7
92	-11.18	3.6	450851.0	4767089.2
93	-8.66	3.8	450850.5	4767093.0
94	0.51	7.7	450850.5	4767100.7
95	-1.31	3.7	450850.4	4767104.4
96	-5.26	3.8	450850.1	4767108.1
97	-8.96	3.7	450849.5	4767111.8
98	-12.00	3.9	450848.7	4767115.6
99	-7.48	3.6	450848.3	4767119.1
100	16.13	3.7	450849.3	4767122.7
101	17.18	3.8	450850.4	4767126.3
102	-15.31	4.0	450849.3	4767130.3

103	-21.63	3.6	450848.0	4767133.6
104	-36.30	4.3	450845.5	4767137.0
105	-19.26	3.6	450844.3	4767140.4
106	-41.80	3.6	450841.9	4767143.1
107	-34.81	3.6	450839.8	4767146.0
108	-30.08	3.8	450837.9	4767149.4
109	-8.80	8.7	450836.6	4767157.9
110	-23.27	7.5	450833.6	4767164.8
111	-43.18	12.5	450825.1	4767173.9
112	-47.64	15.4	450813.8	4767184.3
113	-47.31	17.8	450800.7	4767196.3
114	-125.44	0.1	450800.6	4767196.3
115	-125.79	4.2	450797.2	4767193.8
116	-45.12	3.9	450794.5	4767196.5
117	-41.43	1.2	450793.7	4767197.5
118	-42.73	2.6	450791.9	4767199.4
119	-53.38	1.3	450790.9	4767200.1
120	-45.77	1.7	450789.7	4767201.3
121	-38.95	1.2	450788.9	4767202.3
122	-43.92	1.5	450787.9	4767203.3
123	-44.96	1.5	450786.9	4767204.4
124	-30.18	1.2	450786.2	4767205.5
125	-43.92	1.4	450785.3	4767206.5
126	-42.80	1.4	450784.3	4767207.5
127	-44.96	1.5	450783.3	4767208.5
128	-40.68	1.4	450782.3	4767209.6
129	-34.46	1.3	450781.6	4767210.7
130	-31.11	1.2	450781.0	4767211.7
131	-28.28	1.4	450780.3	4767213.0
132	-29.65	1.6	450779.5	4767214.4
133	-27.10	1.2	450779.0	4767215.5

134	-25.48	1.7	450778.2	4767217.0
135	-26.62	1.7	450777.4	4767218.5
136	-35.17	1.4	450776.6	4767219.7
137	-40.55	1.4	450775.7	4767220.7
138	-42.75	1.3	450774.8	4767221.7
139	-36.04	1.8	450773.8	4767223.1
140	-30.18	1.2	450773.2	4767224.2
141	-34.46	1.3	450772.4	4767225.3
142	-32.61	1.4	450771.7	4767226.5
143	-37.58	1.5	450770.8	4767227.6
144	-31.82	1.5	450770.0	4767228.9
145	-27.81	1.3	450769.4	4767230.0
146	-27.53	1.4	450768.7	4767231.3
147	-18.46	1.3	450768.3	4767232.5
148	-21.67	1.3	450767.9	4767233.7
149	-11.12	1.4	450767.6	4767235.1
150	-20.72	1.2	450767.2	4767236.3
151	-15.48	1.5	450766.8	4767237.7
152	-15.48	1.5	450766.4	4767239.1
153	-16.85	1.4	450766.0	4767240.4
154	-31.82	1.5	450765.2	4767241.7
155	-22.55	1.3	450764.7	4767242.9
156	-22.88	1.5	450764.1	4767244.3
157	-24.83	1.5	450763.4	4767245.7
158	-21.23	1.6	450762.9	4767247.2
159	-25.48	1.3	450762.3	4767248.3
160	-35.45	1.3	450761.6	4767249.3
161	-22.12	1.5	450761.0	4767250.7
162	-22.30	1.5	450760.4	4767252.1
163	-29.88	1.6	450759.7	4767253.5
164	-31.39	1.5	450758.9	4767254.7

165	-30.18	1.2	450758.3	4767255.8
166	-31.27	1.4	450757.6	4767257.0
167	-34.46	1.3	450756.8	4767258.0
168	-42.70	1.3	450756.0	4767259.0
169	-28.46	1.3	450755.3	4767260.1
170	-21.54	1.5	450754.8	4767261.5
171	-23.22	1.3	450754.3	4767262.7
172	-13.39	1.2	450754.0	4767263.9
173	-6.04	1.2	450753.9	4767265.1
174	-8.93	1.3	450753.7	4767266.4
175	-9.63	1.4	450753.4	4767267.8
176	-10.90	1.3	450753.2	4767269.1
177	-5.44	1.3	450753.1	4767270.4
178	-9.63	1.4	450752.8	4767271.8
179	1.08	1.4	450752.8	4767273.3
180	2.82	1.3	450752.9	4767274.5
181	6.16	1.7	450753.1	4767276.2
182	4.77	1.2	450753.2	4767277.4
183	19.52	1.4	450753.7	4767278.8
184	18.07	1.4	450754.1	4767280.2
185	18.44	1.3	450754.5	4767281.4
186	22.58	1.4	450755.0	4767282.6
187	13.18	1.6	450755.4	4767284.2
188	21.64	1.3	450755.9	4767285.4
189	20.52	1.4	450756.4	4767286.7
190	22.24	1.3	450756.9	4767287.9
191	22.88	1.2	450757.3	4767289.0
192	19.52	1.3	450757.8	4767290.3
193	22.88	1.4	450758.3	4767291.6
194	23.15	1.5	450758.9	4767293.0
195	23.70	1.5	450759.5	4767294.3

196	35.20	1.4	450760.3	4767295.5
197	35.78	1.2	450761.1	4767296.5
198	21.31	1.5	450761.6	4767297.9
199	27.65	1.6	450762.4	4767299.3
200	29.58	1.5	450763.1	4767300.7
201	18.96	1.2	450763.5	4767301.8
202	25.86	1.6	450764.2	4767303.3
203	33.09	1.4	450765.0	4767304.5
204	26.10	1.3	450765.6	4767305.6
205	27.65	1.2	450766.1	4767306.7
206	36.62	1.3	450766.9	4767307.8
207	38.27	1.4	450767.8	4767308.8
208	31.82	1.6	450768.6	4767310.2
209	38.56	1.4	450769.5	4767311.4
210	39.08	1.5	450770.5	4767312.6
211	40.89	1.5	450771.5	4767313.7
212	29.97	1.3	450772.1	4767314.8
213	30.28	1.5	450772.9	4767316.1
214	39.74	1.5	450773.8	4767317.2
215	41.51	1.4	450774.7	4767318.2
216	39.50	1.4	450775.6	4767319.3
217	30.83	1.2	450776.2	4767320.3
218	29.06	1.4	450776.9	4767321.5
219	36.22	1.3	450777.6	4767322.6
220	41.84	1.5	450778.6	4767323.6
221	43.07	1.5	450779.6	4767324.8
222	47.35	1.2	450780.5	4767325.6
223	46.08	1.4	450781.5	4767326.6
224	42.43	1.3	450782.4	4767327.5
225	38.83	1.5	450783.3	4767328.7
226	44.91	1.3	450784.3	4767329.6

227	42.27	1.2	450785.1	4767330.5
228	43.88	1.4	450786.1	4767331.5
229	40.01	1.3	450786.9	4767332.5
230	31.46	1.3	450787.5	4767333.6
231	36.07	1.4	450788.4	4767334.7
232	33.91	1.4	450789.1	4767335.9
233	31.46	1.3	450789.8	4767337.0
234	31.73	1.2	450790.4	4767338.0
235	49.58	1.3	450791.5	4767338.8
236	31.01	1.5	450792.2	4767340.1
237	29.97	1.3	450792.8	4767341.2
238	35.13	1.7	450793.8	4767342.6
239	35.20	1.4	450794.6	4767343.7
240	35.67	1.3	450795.4	4767344.8
241	37.61	1.3	450796.2	4767345.8
242	59.25	1.3	450797.3	4767346.5
243	40.89	1.2	450798.1	4767347.4
244	42.16	2.0	450799.4	4767348.9
245	38.96	1.7	450800.5	4767350.2
246	40.89	1.2	450801.3	4767351.1
247	38.49	1.6	450802.3	4767352.4
248	38.49	1.6	450803.3	4767353.7
249	39.74	1.5	450804.2	4767354.8
250	31.34	1.6	450805.1	4767356.1
251	23.83	1.3	450805.6	4767357.3
252	44.86	1.3	450806.5	4767358.2
253	44.91	1.3	450807.4	4767359.1
254	48.28	1.4	450808.5	4767360.1
255	47.16	1.4	450809.5	4767361.0
256	48.99	1.6	450810.7	4767362.1
257	55.54	1.3	450811.8	4767362.8

258	59.25	1.3	450812.9	4767363.5
259	53.51	1.2	450813.9	4767364.2
260	64.52	1.3	450815.1	4767364.8
261	52.15	1.3	450816.1	4767365.6
262	55.17	1.4	450817.2	4767366.3
263	57.39	0.5	450817.6	4767366.6
264	55.54	0.7	450818.2	4767367.0
265	58.93	1.6	450819.5	4767367.8
266	60.70	1.3	450820.7	4767368.5
267	57.39	1.4	450821.8	4767369.2
268	167.73	6.3	450823.1	4767363.1
269	162.60	23.2	450830.1	4767340.9
270	136.64	5.2	450833.7	4767337.1
271	139.09	4.2	450836.4	4767334.0
272	124.99	2.6	450838.5	4767332.5
273	99.46	3.9	450842.4	4767331.8
274	85.43	5.3	450847.6	4767332.3
275	81.25	8.4	450855.9	4767333.5
276	82.48	11.3	450867.1	4767335.0
277	77.01	8.5	450875.4	4767336.9
278	77.01	5.6	450880.9	4767338.2
279	81.03	4.1	450884.9	4767338.8
280	84.81	4.7	450889.6	4767339.2
281	74.05	1.5	450891.0	4767339.7
282	170.87	16.6	450893.7	4767323.3
283	81.64	18.1	450911.6	4767325.9
284	81.67	26.3	450937.6	4767329.7
285	79.85	2.9	450940.5	4767330.2
286	169.70	2.5	450940.9	4767327.7
287	91.71	15.2	450956.2	4767327.3
288	66.04	6.7	450962.3	4767330.0

289	30.38	7.6	450966.2	4767336.6
290	21.45	6.8	450968.7	4767343.0
291	7.35	7.1	450969.6	4767350.0
292	3.58	7.3	450970.0	4767357.3
293	-4.90	85.3	450962.7	4767442.3
294	64.85	5.2	450967.5	4767444.5
295	66.27	8.8	450975.5	4767448.1
296	55.42	7.0	450981.2	4767452.0
297	45.45	7.5	450986.6	4767457.3
298	40.62	7.0	450991.1	4767462.6
299	43.12	4.5	450994.2	4767465.9
300	152.19	16.4	451001.9	4767451.4
301	158.56	13.2	451006.7	4767439.1
302	147.38	10.9	451012.5	4767430.0
303	148.47	9.5	451017.5	4767421.9
304	145.71	9.8	451023.0	4767413.8
305	138.92	9.5	451029.2	4767406.7
306	141.29	6.1	451033.0	4767401.9
307	137.42	9.2	451039.3	4767395.1
308	138.62	10.2	451046.0	4767387.4
309	145.30	8.7	451051.0	4767380.3
310	151.76	15.6	451058.4	4767366.5
311	176.74	22.2	451059.6	4767344.4
312	-93.62	61.0	450998.8	4767340.5

New York Mills

PTID	BEARING	DISTANCE	X	Y
0	-1000.00	0.00000000	475751.7	4771936.5
1	-145.23	19.08580100	475740.8	4771920.8
2	-56.26	14.60983729	475728.6	4771929.0
3	-42.89	48.10166583	475695.9	4771964.2

4	-43.77	21.27342812	475681.2	4771979.6
5	0.54	3.99883053	475681.2	4771983.6
6	1.57	8.94968182	475681.5	4771992.5
7	2.54	8.95227418	475681.9	4772001.4
8	3.76	8.95915652	475682.4	4772010.4
9	4.51	8.92721010	475683.1	4772019.3
10	5.48	8.93760113	475684.0	4772028.2
11	6.45	8.95057295	475685.0	4772037.1
12	7.69	8.93256943	475686.2	4772045.9
13	8.42	8.94644016	475687.5	4772054.8
14	9.66	8.93508554	475689.0	4772063.6
15	10.62	8.95907539	475690.7	4772072.4
16	11.39	8.94125117	475692.4	4772081.2
17	12.63	8.93995342	475694.4	4772089.9
18	13.64	8.93451724	475696.5	4772098.6
19	14.59	8.96886339	475698.7	4772107.2
20	15.41	8.92241595	475701.1	4772115.8
21	16.66	8.93476053	475703.7	4772124.4
22	17.43	8.92956480	475706.4	4772132.9
23	18.67	8.94870879	475709.2	4772141.4
24	-55.38	24.67326250	475688.9	4772155.4
25	-55.14	40.68545253	475655.5	4772178.7
26	28.69	17.74920651	475664.1	4772194.2
27	124.46	38.48905469	475695.8	4772172.5
28	112.23	23.64228278	475717.7	4772163.5
29	124.88	157.78820601	475847.1	4772073.3
30	-145.60	19.27633065	475836.2	4772057.4
31	-144.96	20.11054874	475824.7	4772040.9
32	-145.02	20.27945391	475813.1	4772024.3
33	-144.90	5.51353107	475809.9	4772019.8
34	-144.98	14.45971648	475801.6	4772007.9
35	-144.99	20.19500018	475790.0	4771991.4

36	-144.94	18.73748902	475779.2	4771976.1
37	-145.23	0.41192372	475779.0	4771975.7
38	-145.13	25.47593341	475764.4	4771954.8
39	-145.12	22.31785738	475751.7	4771936.5

Grandfathered Properties (POINT LOCATIONS)

BUSNAME	Certified	POINT_X	POINT_Y
3-B Timber Company, Inc.	Y	475052.5	4813148.1
3-B Timber Company, Inc.	Y	474992.5	4813040.5
Adirondack Sheet Metal	Y	475926.3	4774515.0
Advanced Tool & Cutter Grinding	Y	477146.4	4776334.2
Aprons	Y	467857.3	4785004.2
Baker	Y	467323.9	4787271.4
Bartell Machinery Systems	Y	461939.5	4792596.7
BeaVir Prop LLC	Y	476624.7	4769076.5
Bliss Enterprise	Y	440434.9	4796740.7
Bowers	Y	461220.1	4796769.5
Bowers Lumber 2	Y	461138.5	4796751.6
Building 100	Y	466916.0	4786082.3
Building 101	Y	466583.8	4786030.8
Building 101 - Addition	Y	466452.4	4786118.3
Building 101 - Front Addition	Y	466557.3	4785921.3
C & H Plastics	Y	469616.5	4753308.4
Centrex Center	Y	476519.8	4769251.9
Dan Hudon Sales Inc.	Y	484916.8	4789696.8
Dynamic Air Systems	Y	476042.1	4786353.2
Erie Blvd Hydropower (building)	Y	487180.0	4791386.3
Erie Blvd Hydropower (northerly dam)	Y	488407.9	4794673.0
Erie Blvd Hydropower (pipeline, surge tank)	Y	487428.8	4791920.9
Erie Blvd Hydropower (Southerly dam)	Y	487599.0	4792478.2
Erie Blvd Hydropower (transformers)	Y	487246.0	4791399.8
Eversan Incorporated	Y	476738.7	4774160.6

Express Systems Integration	Y	477728.8	4766625.5
Fleet Services	Y	482181.8	4776312.5
Fountainhead Group	Y	475866.4	4772305.7
Fountainhead Group (Addition)	Y	475828.5	4772154.2
H.P. Hood	Y	456346.8	4770218.3
Harden Furniture 1	Y	443609.4	4791797.0
Harden Furniture 2	Y	443784.5	4791856.8
Harding Mfg Corp	Y	465976.2	4779148.5
Homogenous Metals	Y	479563.6	4758480.2
Hudon	Y	484782.6	4789657.9
Husted Concrete Products Inc.	Y	476245.9	4772792.9
I.L. Richer Co., Inc	Y	468684.0	4751445.9
Indium Corp	Y	469929.1	4768175.5
International Wire	Y	439152.5	4798379.1
Ironwood	Y	466996.4	4775103.1
Kendall Corp	Y	462086.9	4753955.8
Lodging Kit Company	Y	473247.5	4815039.7
Mercers Dairy	Y	473419.6	4815627.1
Merrill Lynch	Y	477307.3	4771006.9
Meyda Tiffany Stained Glass	Y	477777.5	4773352.0
Mohawk Ltd	Y	477780.5	4764361.4
Mohawk Valley Knitting Inc	Y	475908.2	4771678.0
Morris Development	Y	475932.0	4769481.6
Morris Development (Joann's Fabrics)	Y	476240.3	4769391.7
Nirvana	Y	480097.9	4809820.3
NM Sargents & Sons Inc	Y	475156.0	4812937.9
Norbco Inc	Y	467679.2	4771472.1
Olimarang Realty LLC	Y	477286.0	4770868.0
Oneida Container	Y	456697.3	4770219.2
Oneida LTD - Knife Plant	Y	450909.7	4767294.0
Parco	Y	477730.9	4764510.4
Partlow (East Side Champion)	Y	476607.2	4769154.0
Performance Wire and Cable	Y	440459.8	4796772.2

Professional Transmission & Converter Corp	Y	479200.2	4775545.2
Rich Plan of Utica	Y	475963.3	4772498.4
Riverhawk	Y	472062.7	4768537.2
RTD Manufacturing	Y	466004.4	4779246.1
Salomon Smith Barney	Y	477281.1	4770963.1
Sangerfield Grain Co., LLC	Y	468682.8	4751022.8
SBU building (Ellinwood)	Y	474668.0	4770930.0
Silver City Group, Inc.	Y	450848.5	4769444.4
Smith Packing (Artic Frozen Foods)	Y	475702.8	4772529.3
Square Stamping Corp	Y	484617.2	4791486.4
SR Sloan	Y	473267.4	4769844.6
Tenney Media Group	Y	470100.0	4768060.8
Tin City	Y	466199.9	4785983.7
TJ Madden Construction (New Hartford)	Y	476405.5	4769176.5
TJ Madden Construction (Oriskany)	Y	473197.4	4778382.2
Universal Rhodes	Y	467949.8	4765070.8
Utica National	Y	475265.4	4769400.2
Wal Mart Distribution Center	Y	474488.3	4780127.4
Waterbury Felt Company Inc	Y	472958.3	4778472.6



OFFICE OF THE SHERIFF

**DANIEL G. MIDDGAUGH
SHERIFF**

COUNTY OF ONEIDA

**M. PETER PARAVATI
UNDERSHERIFF**

October 1, 2008

7/12008-456

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

PUBLIC SAFETY

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 OCT -9 PM 3:14

Dear Tony,

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the State Criminal Alien Assistance Program for FY 2008. See the attached awards announcement. The County has a contract with Justice Benefits, Inc. to prepare application for inmates meeting certain criteria that must be retrieved from our inmate database.

This years award is \$ 8,219. Justice Services Inc. is entitled to a commission of 22% of the award. Excess funds are used to support the jail information management system.

The Supplemental Appropriation request is as follows:

A3110.1951	Fees/Service	1,808
A3110.212	Computer Hardware	6,411
A4250	Federal Aid- Alien Assistance	\$ 8,219

Thank you for your anticipated support of this request.

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 _____

cc: Tom Keeler, Budget Director

PUBLIC SAFETY COMPLEX 6075 JUDD ROAD – ORISKANY, NEW YORK 13424-2271

UTICA – (315) 736-8364

FAX – (315) 765-2205

ROME – (315) 337-3710

Copperwheat, Pat

From: Chris Courcy (JBI Help Desk) [JBIMail@UNIFICARE.com] **Sent:** Sat 9/27/2008 3:17 PM
To: Copperwheat, Pat
Cc:
Subject: WONDERFUL NEWS!!! The FY2008 SCAAP Awards have been Announced
Attachments:

Justice Benefits, Inc.

September 27, 2008

VIA EMAIL

Pat Copperwheat

Fiscal Manager

Oneida County, NY

RE: FY2008 SCAAP AWARDS ANNOUNCED

Justice Benefits Inc. is very excited to inform you that the Bureau of Justice Assistance (BJA) has released the Award Payment List for the FY2008 State Criminal Alien Assistance Program (SCAAP).

Congratulations ! **Oneida County** was awarded **\$8,219.00**.

BJA has also stated that they will activate the drawdown link in the Grants Management System within the next two weeks, and you will then be able to accept your award.

There is a deadline to draw-down the money. Once you receive the official notification from BJA that your award is available for draw down, you must accept your award through the GMS within 45 calendar days. Once 45 days elapses, the award may no longer be available.

S/.



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH
SHERIFF

M. PETER PARAVATI
UNDERSHERIFF

October 1, 2008

7/12/08 - 457

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

PUBLIC SAFETY

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2008 OCT -9 PM 3:12

Dear Tony,

The Sheriff's Office will have a shortfall in the 2008 budget for automobile parts and supplies. When a Sheriff's vehicle is involved in a motor vehicle accident that vehicle is repaired by our garage or sent out to another shop for repair. If another party is responsible for the accident, a claim is made to that party's insurance for reimbursement. Any reimbursement is put into a revenue account for Insurance Recovery and a supplemental appropriation is made to replenish expense accounts.

I am requesting that the revenue received year to date is used to offset a vehicle related account.

The Supplemental Appropriation Request is as follows:

A3110.451 \$ 8,525

A2681 \$ 8,525

Thank you for your anticipated support of this request.

Sincerely,

Dan
Daniel G. Middaugh
Sheriff

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

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

Date 10/7/08

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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

Account Audit Trail

September 26, 2008

Audit of selected accounts, for dates from 01/01/08 to 09/26/08 for fiscal year 2008

Fund: A - General Fund
Account: A2681 - Insurance Recoveries Sheriff - Revenue
Department: 3110 - Sheriff - Administration

Date	Type	Journal	Posted	Description	Details	Est. Revenues	Received	Revenue Remaining
07/10/08	Rec	1191813	07/30/08	INSURANCE RECOVERY	83382 SHERIFF	\$0.00	\$8,525.00	\$(8,525.00)
						\$0.00	\$8,525.00	(\$8,525.00)

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End of report